



**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND THE
FRATERNAL ORDER OF POLICE**

(RANK AND FILE CORRECTIONS OFFICERS UNITS)

OCTOBER 1, 2008 - SEPTEMBER 30, 2009

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AGREEMENT

This Agreement is entered into between the City of Jacksonville and the Jacksonville Consolidated Lodge No. 5-30 of the Fraternal Order of Police (the **Union** or **FOP**). **Employer** means Office of the Sheriff or the City of Jacksonville as the context may require. The intent of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the **Employer** and the **FOP** to promote harmonious and cooperative relationships between the **Employer** and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

ARTICLE 1: UNION RECOGNITION

- 1.1 The **Employer** recognizes the **FOP** as the exclusive collective bargaining representative for those employees in the defined Corrections Officers Unit for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment. "Employee" shall be defined to include all classified employees who are employed by the City of Jacksonville in the Criminal Justice classifications for certified Corrections Officers of non-supervisory rank.
- 1.2 **A.** The **Employer** will notify the **FOP** when a new class is created.
- B.** (1) The **Employer** shall notify the **FOP** of class specification and pay range revisions to any classification that is presently in the bargaining unit prior to the implementation of those revisions. The **FOP** may submit comments about the revisions within ten (10) days of the date of the **Employer's** notice.
- (2) The **Employer** will provide the **FOP** with copies of all documents used in support of the proposed revisions.
- 1.3 It is further understood and agreed that the President or an alternate of the Jacksonville Consolidated Lodge No. 5-30 of the **F.O.P.** will be the official spokesman for the Fraternal Order of Police in any matter between the **F.O.P.** and the **Employer**. The alternate shall be selected from one of the officers listed below:
- Business Agent
- Member of FOP Lodge 5-30 Executive Board
- Florida State Lodge representative (with letter of authorization to represent Jacksonville Consolidated Lodge No. 5-30)
- 1.4 Any alternate designated by the President shall be designated in writing, including the period of time covered by such designation. A written list of the accredited officers and representatives of the **F.O.P.** shall be furnished to the Sheriff and the City's Chief of Human Resources immediately after their designation and the Sheriff and the City's Chief of Human Resources shall be notified of any changes of said representatives within five (5) days.

ARTICLE 2: UNION SECURITY

- 2.1 In accordance with Section 447.301, Florida Statutes, employees have the right to form, join, or assist labor unions or labor organizations, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection.

Employees in the bargaining unit shall have the right to join the **FOP**, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the **FOP** or by virtue of that employee holding office or not holding office in the **FOP**. This provision shall be applied to all employees in this bargaining unit.

- 2.2 **A.** The **Employer** agrees to provide an original copy of this Agreement to the **FOP** and to place one copy of the Agreement online.
- B.** The **Employer** will notify all persons hired into job classifications that are within the bargaining unit, that their job classification is within the bargaining unit and that their job is governed by a collective bargaining agreement between the **Employer** and the **FOP**. The **Employer** will also give the employee the name, address, and telephone number of the **FOP**, and notify the employee that he or she may call the **FOP** for additional information. The **Employer** will provide the notification referred to in this paragraph during the regular orientation period for new employees.
- 2.3 **A.** Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct from the employee's pay the amount owed to the **FOP** by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-six (26) deductions per year from those employees. The **Employer** will remit to the **FOP** such sums no later than the tenth (10th) day of each month following such deductions. Changes in the **FOP** membership dues rate will be certified to the **Employer** in writing over the signature of the authorized officer(s) of the **FOP**, and shall be done at least thirty (30) days in advance of the effective date of such change. The **Employer's** remittance will be deemed correct if the **FOP** does not give written notice to the **Employer**, within two (2) calendar weeks after a remittance has been received, of its belief that the remittance is incorrect, with reason(s) stated therefore.

- B.** Deductions for **FOP** dues and/or uniform assessments pursuant to Section 447.303, Florida Statutes, shall continue until either: (1) the employee revokes his/her authorization for dues deduction by submitting a signed form to the Paymaster revoking such authorization, with a copy by certified mail to the **FOP**, at least thirty (30) days in advance of the effective date of such revocation; (2) authorization for dues deduction is revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer of the employee out of the bargaining unit unless such transfer is to another City bargaining unit represented by the **FOP**. The **Employer** will notify the **FOP** of all additions to and deletions from the dues deduction roster, within two weeks following the close of each pay period.
- C.** No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for federal taxes, Social Security, pension, credit union, and health and life insurance.
- D.** The **FOP** will indemnify, defend, and hold the **Employer** harmless against any claim made and against any suit instituted against the **Employer** on account of any deductions for **FOP** dues or uniform assessments.
- 2.4** The **FOP** has been provided with a copy of departmental policies and work regulations. A copy of any new or revised departmental policy or work regulations will be forwarded to the **FOP** upon adoption.
- 2.5** All departmental policies and work regulations shall be posted in the appropriate areas.
- 2.6** The **Employer** and the **FOP** agree that on or before ninety (90) days after City Council Approval of this Agreement all written directives issued by the Office of the Sheriff that are in conflict with the terms and provisions of this Agreement shall be reissued so that no conflicting language shall exist in the written directives.

ARTICLE 3: UNION ACTIVITY

3.1 Stewards and Representation:

- A. The employees covered by this Agreement will be represented by stewards and alternate stewards who will be active employees covered by this agreement. There will be an **FOP** steward for each watch at each facility/division. These stewards will be selected by the **FOP**. The alternate steward will only become active in the event of the physical absence of the regular steward.
- B. The written list of stewards, alternates and officers shall be furnished to the **Employer** prior to the effective date for their assuming duties of office. The **FOP** shall notify the **Employer** promptly of any changes of such **FOP** stewards. No **FOP** steward shall perform any **FOP** work unless the **FOP** has complied with this requirement. The list will indicate the specific area in which the stewards and alternates will function.
- C. The **Employer** recognizes and shall work with the appropriate **FOP** stewards and **FOP** representatives.
- D. **FOP** representatives and stewards are subject to the same rules of the City of Jacksonville as are all other public employees, except as specifically outlined in this Agreement.
- E. No employee shall function as an **FOP** steward while on leave of absence without mutual consent of the **FOP** and the **Employer**.
- F. Designated **FOP** stewards shall be allowed reasonable time, without loss of pay, to investigate and settle grievances at step one and above, if such investigation is required for the prompt and effective settlement of the grievance in question. The steward must advise his/her supervisor of the need to use such time and must secure permission before conducting the investigation. Such permission shall not be unreasonably withheld. Stewards shall normally investigate and settle grievances on the job site, and shall not be allowed to unreasonably hamper the work operations of the **Employer** by conferring with other employees. **FOP** stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. If oral permission proves not to ensure adequate control of stewards' time, written permission will be required.

- 3.2 Nothing in this Agreement shall prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel to the **Employer**, or from having such grievance adjusted without the

intervention of the **FOP**, if the adjustment is not inconsistent with terms of this Agreement then in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

- 3.3** The **FOP** shall not solicit memberships or collect monies on **Employer** property or during working hours. No employee will be permitted to attend **FOP** meetings on working time.
- 3.4** Officials of the **FOP** may be admitted to the property of the **Employer**, with proper authorization. Such authorization will not be unreasonably withheld. This admission will be for the purpose of ascertaining whether or not this Agreement is being observed by the parties. The visitation shall not be disruptive to the work force. Those officials shall be able to talk with employees before or after regular working hours or during lunch hours of said employees in areas mutually agreed to by the **FOP** and the **Employer**. When an area or building belonging to the **Employer** is not normally open for visitation, the **Employer** shall provide a responsible escort to the **FOP** official, provided this service must be arranged by the **FOP** in advance of the visitation.
- 3.5** The President of the **FOP**, or designee, may, with prior approval of the **Employer**, address any assembly of bargaining unit personnel at regular roll calls, at in-service training, and at each recruit class at the academy. The time for such address shall be determined by the **Employer**.
- 3.6 Pool Time**
- A.** A bank of two thousand five hundred (2,500) hours will be furnished by the **Employer** for use as **FOP** Pool Time to be shared between this unit and the Supervisory Corrections Unit. The time shall be used by any member of the **FOP** for **FOP** activities. Approval of such time shall be authorized by the **FOP** President or his/her designee. Time charged will be the actual time used. The **FOP** may roll over not more than two hundred and fifty (250) hours to a subsequent year. No more than two thousand seven hundred fifty (2750) hours shall be taken in any given year. When the **FOP** requests time off under these provisions, the employee who is to be off shall furnish an authorized request (Form P-1190) to the Office of the Sheriff for approval. The employees involved shall submit appropriate leave request forms at least forty-eight (48) hours in advance of the use of Pool Time. Such request will not be unreasonably denied. A request for Pool Time may be denied if it causes the use of overtime.
- B.** The **FOP** also reserves the right to continue its current practice of having members donate days from their personal leave accounts to be added to the bank of Pool Time.

ARTICLE 4: BULLETIN BOARDS

4.1 The **FOP** shall be provided partial use of suitable bulletin boards, including at least one (1) in each division so designated by the **Employer**. In the alternative, the **FOP** may, if it so desires, provide a bulletin board, of standard size, for its exclusive use in keeping with the decor of the above locations and with the approval of the **Employer**. In addition, the **FOP** will be provided with centralized electronic posting ("electronic bulletin board") within the JSO system, for the same purpose.

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

Notices of FOP meetings
Elections of FOP Officers
Reports of FOP committees
Rulings and policies of the FOP
Recreational and social affairs of the FOP
Notices by public bodies

4.3 Copies of all material, notices, or announcements shall be submitted to the **Employer** before they are posted.

4.4 No material, notices, or announcements shall be posted by the **FOP** which contain anything political or controversial, or anything adversely reflecting upon the City of Jacksonville, its officials, managers, consultants, or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this Section by the **FOP** shall entitle the **Employer** to cancel immediately the provisions of this section and to remove that bulletin board or the partial use thereof.

4.5 Notices or other information intended for the JSO electronic bulletin board shall be submitted on appropriate electronic media to the JSO Chief of Personnel or designee for approval as to compliance with 4.2 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.

ARTICLE 5: MANAGEMENT SECURITY

- 5.1 Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the **FOP** and its officers, agents, and members agree that they shall not instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activities during the term of this Agreement, for any reason. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding (grievance, judicial or other) contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of **Employer** operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 5.2 **A.** The **FOP**, its officers, representatives, agents, members, and any persons acting on their behalf, agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:
- (1) Soliciting public employees during the working hours of any employee who is involved in the solicitation.
 - (2) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in areas not specifically devoted to the performance of any employee's official duties.
 - (3) Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.
- B.** The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. An employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of any collective bargaining agreement.
- C.** No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

D. Notwithstanding further provisions of any collective bargaining agreement, a public employee who is found to have violated any provision of this article may be discharged or otherwise disciplined by the **Employer**.

5.3 The **Employer** and the **FOP** agree that the basic intent of this Agreement is to provide a fair day's pay in return for a fair day's work and to provide conditions of employment suitable to maintain a competent work force. The **Employer** and the **FOP** agree that all provisions of this Agreement shall be applied equally to all employees covered by it.

ARTICLE 6: SAVINGS CLAUSE

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

ARTICLE 7: MANAGEMENT RIGHTS

- 7.1 It is the right of the **Employer** to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the **Employer** to direct its employees, take disciplinary action for proper cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 7.2 Whenever it is determined that Civil Emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes as set forth in 252.34(3) of Florida Statutes, or when such conditions can reasonably be determined to be imminent, excluding the normal operational requirements of major civic/sporting events such as the Super Bowl, the provisions of this Agreement addressing notification, scheduling and shift assignments may be suspended by the Mayor and/or Sheriff during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 8: EMPLOYEE EVALUATIONS

- 8.1** Employee evaluations shall be standard and in writing. It is understood that the rater must be a certified correctional officer of higher rank, or an appointed ranking member of the Sheriff's staff, and properly trained to conduct employee evaluations. Any employee dissatisfied with his/her evaluation may follow the grievance procedure as outlined in this Agreement, only through Step IV and may not be subject to arbitration. Any employee dissatisfied with his/her evaluation due to a procedural discrepancy e.g., qualification of the rater, or failure to follow written policy and procedure, may follow the grievance procedure as outlined in this Agreement. The grievance shall be subject to arbitration.
- 8.2** In the event the **Employer** proposes to change the existing evaluation system, the **Employer** and the **FOP** agree to establish a committee, consisting of **FOP** and management representatives from the Corrections Department, who will be given the opportunity to review and recommend procedural changes in the current evaluation system prior to implementation of any changes.

ARTICLE 9: CHANGES IN CIVIL SERVICE AND PERSONNEL RULES AND REGULATIONS

Any recommended changes in the Civil Service and Personnel Rules and Regulations, which affect employees covered by this Agreement, will be presented in writing to the **FOP** at least ten (10) days prior to submission to the Civil Service Board.

ARTICLE 10: SPECIAL MEETINGS

The **Employer** and the **FOP** agree to meet and confer on matters of mutual interest upon the written request of either party. The written request shall state the nature of the matter(s) 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, and it is understood that these Special Meetings shall not be used to renegotiate this Agreement. Such Special Meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The **FOP** shall have the right at these Special Meetings to recommend the correction of any inequities known to the **FOP**.

ARTICLE 11: HOURS OF WORK AND OVERTIME PAYMENT

11.1 The purpose of this article is to define hours of work. Nothing in this Agreement shall be a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

11.2 Work Cycle

- A. The work cycle shall be a period of twenty one (21) consecutive days which may begin on any day of the week.
- B. The regular work schedule during the work cycle shall consist of one hundred twenty (120) hours.

11.3 Work Schedules

- A. The regular operational work schedule consists of an eight (8) hour shift. Employees are required to report for duty fifteen (15) minutes prior to the start of their shift. The practice of including a meal period during an employee's regular shift shall continue for the life of this Agreement. This results in a total of eight (8) hours and fifteen (15) minutes of time spent on the job site during each eight (8) hour shift. On any day that the **Employer** permits an employee to take a meal period of at least fifteen (15) minutes, the fifteen (15) minutes prior to his/her shift when he/she is required to report for roll call shall be considered a part of his/her regular eight (8) hour shift, and he/she will not be entitled to any additional compensation for such time. On any day that the **Employer** does not allow an employee to take a meal period of at least fifteen (15) minutes, the employee will be entitled to compensation for the additional fifteen (15) minutes. This compensation will be at the employee's regular rate of pay, unless the employee is otherwise eligible for overtime compensation, as provided for in this article.
- B. The **Employer** will give employees at least ten (10) calendar days' notice before changing an employee's regular work schedule whenever practicable. The ten (10) calendar days' notice shall not be required in an emergency.
- C. Regular work schedules showing the shift, work days, and hours for employees will be posted on appropriate bulletin boards no fewer than ten (10) calendar days in advance and will reflect at least a two (2) week work schedule; however, the **Employer** will make a good faith effort to post a one (1) month schedule. Employees may mutually agree to exchange days or shifts on a temporary basis with prior written approval of the supervisor(s), provided there is no penalty to the **Employer**.

- D. Where work schedules are rotated, the **Employer** shall equalize scheduled weekend work among the employees covered by this Agreement in the same functional unit, and shall grant at least one weekend off per month to each employee, whenever this can be accomplished without interfering with efficient operations.
- E. Except in emergencies, employees will not be required to work more than two (2) different shifts in a work week.
- F. 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 regular work day, shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period under this section overlaps into the employee's regular workday, the employee shall lose no time thereby. 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 another eight (8) hour rest period. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a workday.

11.4 Overtime Compensation

- A. Employees shall be compensated at one-and-one-half times their regular rate of pay for all hours worked in excess of one hundred and twenty eight (128) hours in a twenty-one day work cycle. Employees shall also be compensated at one- and-one-half times their regular rate of pay for all hours worked in excess of the employee's regular shift; provided, however, that this shall not be interpreted to require premium pay when the employee works two shifts in a twenty-four hour period as a result of a regular shift change. Employees shall be compensated at two times their regular rate of pay for all hours worked in excess of sixteen (16) hours in a twenty-four (24) hour period.
- B. Any employee who has left his/her normal place of work for his/her residence and is called back for overtime shall be compensated for such overtime in accordance with this article, provided that he/she shall receive compensation for a minimum of four (4) hours at time-and- one-half (1-1/2). The minimum time provided herein does not apply if any early call-in period extends into the start of the employee's regular work day.

- C. When an employee is scheduled to report for work on overtime, he/she will be guaranteed a minimum of two (2) hours' pay at one-and-one-half (1-1/2) times the employee's regular rate of compensation.
 - D. When an off-duty employee is required by his/her supervisor to be answerable to a pager, he/she shall be compensated one (1) hour at the regular rate of pay for each day if the following requirements are met:
 - (1) The employee must be the only officer in the Unit required to be answerable to a pager.
 - (2) The employee shall not have been called to duty during the time he/she is required to be answerable to a pager.
 - E. Employees who are required to work on their regular day off will be paid at the applicable overtime rate of pay.
 - F. Compensation for overtime shall be in the form of cash payments, unless compensatory time is mutually agreeable to the employee and the Director of Corrections or designee.
 - G. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.
 - H. Employees may accrue up to four hundred and eighty (480) hours of compensatory time. When the maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments.
 - I. No employee may authorize overtime for himself/herself, but shall be eligible to work overtime as appropriately authorized by his/her supervisor.
- 11.5** Premium payments shall not be duplicated for the same hours under any of the terms of this Agreement. Provided, however, that any employee regularly assigned to a shift for which a shift differential is paid shall receive overtime based upon the shift differential rate. Conversely, an employee who is regularly assigned to the day shift (which does not pay shift differential) who works overtime on the evening shift; will receive overtime pay based on the rate applicable to that employee's regularly assigned shift (i.e., overtime will not be based upon the shift differential rate).

11.6 It is the responsibility of the **Employer** to distribute the opportunity for overtime work fairly among employees in the classifications normally performing the same type of work. It is understood that the sharing of overtime shall not delay nor increase the **Employer's** cost of operation. Overtime records of the **Employer** shall be made available to **FOP** officials when requested to resolve a question involving distribution of overtime. Nothing in this article shall require overtime payment for hours not actually worked.

11.7 Notice and Scheduling of In-Service Training

The **Employer** recognizes the need for employees to be alert and attentive for in-service training and that they must be alert during their duty assignments. To provide midnight shift employees with an equal opportunity to be alert during training, the **Employer** will attempt to provide training, whenever possible, during the regular duty hours of midnight shift employees. When factors prevent such scheduling, the **Employer** will not schedule midnight shift employees for training within eight hours of a normal work day.

ARTICLE 12: WAGES

12.1 Career Plan. Employees shall participate in a step plan which shall be known as the "Career Plan." Effective as provided herein, all employees shall be compensated in accordance with the pay plan attached as Appendix A. All employees shall progress, when eligible, on the pay plan.

A. Salary Increases

- (1) There will be a base salary increase of 2.0% effective October 1, 2008.
- (2) Corrections Recruits shall be compensated at 95% of the rate established for Corrections Officer at Step One. Upon successful completion of the field training program, a Corrections Recruit shall advance to Corrections Officer, with a twelve (12) month probationary status.

B. Advancement Within the Career Plan:

The Director of the Department of Corrections shall recommend in writing to the Chief of City Human Resources the advancement in salary of each employee who has met the requirements as provided in this section. An employee's salary shall be advanced without retroactivity to the appropriate step on the Career Plan salary schedule as of the first pay period following the employee's completion of the applicable time of service as set forth in the Career Plan salary schedule, if the following conditions have been met:

- (1) The employee can perform the essential functions of his/her Corrections Classification:

Employees will be required to pass a physical ability test annually to be eligible for step movement. The test and standards in place as of June 7, 1999, shall be used and shall not be changed during the life of the agreement. Employees who initially fail the physical ability test shall be given one (1) year to pass the test and shall be given as many opportunities as necessary to successfully complete the test during that time frame. Employees will be eligible for step movement upon successful passage. The physical ability test shall be consistent with Uniform Federal Guidelines.

- (a) Step advancement shall not be delayed for an employee who cannot pass the physical ability test due to an injury in the line of duty, so long as the employee has not yet reached Maximum Medical Improvement (MMI). Once the employee has reached MMI, he or she shall be required to take and pass the physical ability test on the same basis as other employees in order to return to full duty.
- (b) Employees who do not successfully pass the physical ability test after one (1) year and who have had reasonable opportunity to pass the test, who are otherwise determined to be unfit for duty, may be removed from corrections positions.
- (2) The employee's performance has been satisfactory for the preceding year. If the employee's performance has not been satisfactory, step advancement may be delayed for a period of six (6) months after which the employee's performance will be re-evaluated. If the employee's performance has not improved to an acceptable level, the step increase can be delayed six (6) additional months for re-evaluation.
- (3) When an employee's step advancement is delayed, he/she will be given written notice of the reason for the delay. An employee who does not agree may appeal the delay through the grievance procedure beginning at Step II. Alternatively, they may file a grievance with the Civil Service Board.
- (4) When the Employer determines that an employee whose step advancement was delayed pursuant to these provisions, is now eligible to receive that advancement, he/she will be placed on the salary step appropriate for his/her years of service, even if this would result in skipping one or more steps in the Career Plan.
- (5) All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's activity supervisor and commanding officer.
- (6) For purposes of determining step eligibility and progression through the pay plan, employees eligible to participate in the Career Plan shall have their time service calculated as set forth in 12.1(a) through (c). This time service calculation does not affect eligibility for promotion or seniority credits for ranking on eligibility lists.

- (a) Employees who were hired before August 15, 1989, shall have their time of service calculated from the time they became employed with the City of Jacksonville/Duval County.
 - (b) Employees hired between August 15, 1989 and June 3, 2002, shall have their time of service calculated from the time they entered service as a Corrections Officer with the Office of the Sheriff.
 - (c) Employees hired on or after June 4, 2002 shall have their time of service calculated from the time they entered service as a Corrections Recruit with the Office of the Sheriff. Each current employee in this situation will move to the appropriate step based on date of service as a Corrections Recruit on the date of his/her next regularly-scheduled step advancement following Council approval of this Agreement. The timing of all subsequent step movement will be based on service as a Corrections Recruit. There shall be no retroactive payments to employees as a result of this provision.
- (7) Advancement within the Career Plan as specified in the above procedures shall require continuous, satisfactory service with the Office of the Sheriff.
- (a) "Continuous service" shall mean all time served as a Jacksonville Sheriff's Office Corrections Officer regardless of whether such time has been broken by other employment. The time shall be deemed "continuous" once the broken service has been connected in accordance with the Civil Service and Personnel Rules and Regulations following reemployment.
 - (b) "Continuous service" shall not include any service as a police officer, service with any other public agency, service for private employer, or service in any City position other than Corrections Officer.
- (8) Step movement will be effected during the term of this Agreement.

12.2 Shift Differential

- A. Employees regularly assigned to work the following shifts will receive the following shift differential pay:

Starting Time	Differential
After 12:00 p.m	3.0% base pay
After 10:30 p.m.	6.0% base pay

- B. Only those employees entitled to shift differential as provided in paragraph (a) above will have the shift differential included in their overtime rate.

12.3 Longevity Pay

In addition to their regular salary, employees shall receive longevity pay in the amount of three hundred dollars (\$300) for each five (5) years of continuous service with the **Employer**, computed from their date of initial employment. Longevity pay shall be in addition to any general or special raises which may be granted from time to time.

- 12.4 When an employee is returned to his/her former class during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to promotion, as though a promotion had not been granted. In such event the employee shall be eligible for any increases the employee normally would have received had the employee not been promoted. This provision shall not apply to an employee who willingly accepts an appointment to a different civil service classification (such as Police Officer) and who later returns to a corrections classification.
- 12.5 When a transfer not involving promotion or demotion is made from one position to another with the same base pay rate, the base pay of the transferred employee shall remain unchanged.
- 12.6 In any case when an employee is qualified for and is temporarily required by the **Employer** to work in a higher class or position for at least one (1) hour on continuous duty, unless the employee is assigned to the higher classification for the purpose of on-the-job training for definite advancement purposes, such employee shall be paid for the time actually worked in the higher class at the rate for the step of the pay grade for the higher classification which is the same as the step to which the employee is assigned in the pay grade for his/her own classification. An employee may be temporarily assigned to the work of any position of the same or lower classification.

- 12.7 Certified Field Training Officers shall be granted 10% above their base pay for each day they are actively training new employees.
- 12.8 In addition to the regular wages provided under this Agreement, the **Employer** may elect to establish incentive programs for its employees. If the **Employer** elects to establish such an incentive program, it may award cash and other awards to individuals or groups of individuals in order to recognize performance improvements and/or innovative ideas that result in financial savings, improved safety records, or other similar work related improvements.
- 12.9 Officers assigned to canine duty shall receive one (1) hour per day to provide canine care. The employee shall be compensated one (1) hour for canine care on the employee's day off. There shall be no premium compensation for canine care unless the employee works in excess of 128 hours in the twenty-one (21) consecutive day work period provided for in Article 11.4.

12.10 Pay Incentive for College Credit

- A. Employees are eligible for certain pay incentives for college credit, as provided in this section.
- B. For the purpose of this section, the definition of "Police Sciences" shall mean those subjects as outlined in the Criminal Justice Technology Program of Study as published in the catalog of Florida Community 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.
- C. Employees who possess an Associate Degree in the Police Sciences with a "C" average or better, and with at least eighteen (18) semester hours to be entirely Police Sciences, shall receive one hundred dollars (\$100.00) per month pay incentive. The "C" average or better requirement shall not apply to those employees receiving college incentive pay prior to October 1, 1978.
- D. Employees who have successfully completed programs of study required to qualify or possess a Bachelor of Arts or Bachelor of Science degree with a "C" average or better shall receive a one hundred fifty dollar (\$150.00) per month pay incentive.
- E. Employees who have successfully completed programs of study required to qualify for and possess a Master of Arts or Master of Science degree shall receive a two hundred dollar (\$200.00) per month pay incentive.

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

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

12.12 In order to encourage retention of qualified employees with satisfactory performance, the **Employer** may, during the life of this agreement, establish an incentive plan for long service employees. Upon the recommendation of City's Chief of Human Resources and the concurrence of the Mayor's Budget Review Committee, the **Employer** may authorize a one-time bonus for all employees in the bargaining unit who have successfully reached specified service milestones.

If such a plan is authorized, the City's Chief of Human Resources will notify the **Union** and allow the **Union** the opportunity for input at least two weeks prior to its implementation.

If an incentive plan is established pursuant to this section, all candidates meeting the service qualifications will receive the incentive in accordance with specified criteria.

ARTICLE 13: EMPLOYEE BENEFITS

- 13.1** The **Employer** agrees to secure and pay for the entire cost of a comprehensive medical group health program for all employees covered by this Agreement. In addition the **Employer** agrees to pay fifty percent (50%) of the cost for dependent coverage.
- 13.2** A program of cancer insurance will be offered at the employee's expense through payroll deduction to employees covered by this Agreement.
- 13.3** The **Employer** agrees to provide a comprehensive dental health plan at no charge to its employees. Employees may elect to pay an additional cost for dependent coverage at the same premiums paid by the **Employer**.
- 13.4** The **Employer** shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one-time the annual salary with a double indemnity clause for accidental death or dismemberment for those employees covered by this Agreement. It shall further provide for the employee, at his/her option to purchase group term life, at the expense of the employee, under the same policy, for one, two, or three times annual salary, with a double indemnity clause for accidental death or dismemberment. Benefits may be reduced at age 70, to 65% of benefits under the policy, so long as said reductions are in compliance with the Age Discrimination in Employment Act (ADEA).

13.5 Payroll Deductions

The **Employer** agrees to provide a payroll deduction process for various employee plans. These plans shall be administered by an "Agent of Record" designated by the **FOP**. The **FOP**, recognizing that the **Employer** is providing this process as a service and not a "for profit" business venture, agrees to indemnify and hold the **Employer** harmless against any claims made, and against any lawsuits brought, against the **Employer** as a result of this payroll deduction process.

This provision shall not be construed to compel the Employer to enter into any contractual arrangement with third parties or to undertake any legal liability not expressly provided for in this Agreement.

- A.** If the **FOP** provides the **Employer** with at least 100 signed enrollment forms from members of all bargaining units represented by the **FOP** authorizing their enrollment in an **FOP**-sponsored employee plan or activity, the **Employer** will create and assign a payroll deduction code for that plan or activity. If, after the creation of the payroll deduction code, the enrollment for that plan or activity falls below

seventy-five (75), the City may delete the payroll deduction code from the payroll system and discontinue payroll deductions for the plan or activity.

- B.** Should an employee's pay be insufficient to make all the deductions he/she has authorized, deductions will be taken in the following order;
- All legally-required deductions will be deducted from the employee's pay. Legally-required deductions include, but are not limited to, deductions for taxes, court-ordered deductions and **FOP** dues deduction when authorized by the employee.
 - Any available payroll deduction slots remaining will be used for City-sponsored plans or activities.
 - Any available payroll deduction slots remaining will be used for other **FOP**-sponsored plan or activities that have been authorized by the employee.
 - Any available payroll deduction slots remaining will be used for any other deductions for plans or activities authorized by the employee.

13.6 Where an employee is required to use his/her personal automobile in the performance of his/her duties, he/she will be reimbursed for operating expenses at the rate per mile traveled as prescribed by City Council ordinance, exclusive of mileage traveled to and from his/her work location. Parking spaces will be provided for employees who are required to use their personal vehicles as a condition of employment.

13.7 Property Damage

A. Damage to Employee-owned Property
The **Employer** will pay to repair or replace covered personal property that is damaged while the employee is on duty, so long as the loss or damage did not result from the employee's negligence. Payments shall be subject to the conditions set forth below.

- (1)** Covered Personal Property
Covered personal property shall be defined as that equipment necessary for the performance of the employee's official duties including prescription eyeglasses/contacts, prosthodontics, and watches. It shall not include telephones, pagers or electronic devices. With the exception of watches, jewelry is not covered personal property.

(2) Payments

- (a)** The Employer will make the determination to either repair or replace damaged or lost covered personal property based upon the relative costs of repair and replacement. Claims must be supported with reasonable proof of loss or damage, and documentation of cost, and shall be subject to claims-processing procedures established by the Sheriff.
- (b)** Payments authorized by this provision shall be reduced by the amount of any insurance reimbursement received by the employee for the loss or damage to the covered property.
- (c)** Payments under this provision shall not exceed two hundred fifty dollars (\$250.00) except that repair or replacement of watches will be limited to one-hundred dollars (\$100).
- (d)** The **Employer** shall make every reasonable effort to make payments authorized under this Section within thirty (30) days of the employee's submission of a claim.

B. Damage to Employer Property

When **Employer** property is damaged, destroyed, or lost as a result of an employee's negligence, carelessness, or failure to take reasonable steps to secure the property, the employee shall pay the cost of repair or replacement, up to a maximum of \$400, subject to the conditions set forth below.

- (1)** For purposes of this section, "negligence" and "carelessness" do not include inattention caused by the employee's immediate need to perform official duties and responsibilities.
- (2)** Examples of failure to take reasonable steps to secure property include but are not limited to: leaving the property unattended in an unsecured location such as an open car or unlocked building.

13.8 Uniforms

- A.** The **Employer** shall furnish uniform(s) to all employees who are required to wear such uniforms in the performance of their duties; as set forth in the Rules and Regulations of the Office of the Sheriff. Uniforms shall include all equipment necessary for the employee's

performance of duty including, but not limited to, weapons, leather goods, foul weather gear and body armor (where applicable). New uniform equipment will be supplied to the employee on an as-needed basis. Said uniform equipment will not be unreasonably denied to any employee who has provided reasonable proof of the need for such replacement at the request of the **Employer**.

- B. The **Employer** agrees that before new uniform and new personally-assigned equipment are ordered, the **FOP** will be consulted and asked to survey the members concerning any proposed change for uniforms and equipment. The **FOP** may submit recommendations for the improvement of said uniforms or equipment; however, these recommendations are not binding upon the **Employer**.

13.9 Meal Allowance

- A. The **Employer** will provide a meal, or pay a meal allowance in the sum of six dollars (\$6.00), when an employee is required to work four (4) hours before or after his/her regular shift without a meal break allowed and in six (6) hour increments thereafter if he/she continues working without a meal break being allowed.
- B. Meal allowances shall be paid no later than the end of the first pay period after the pay period in which the meal allowance is earned.

13.10 The **FOP** recognizes that the **Employer** has developed a Section 125 I.R.C. Cafeteria Plan for the benefit of employees, in which employees have the option not to participate.

13.11 To the extent practicable, the **Employer** will, during the life of this Agreement, provide parking spaces at the Marsh and Bay Street Parking Lot, at no charge, for use by Pre-Trial Detention Facility operational watch personnel.

ARTICLE 14: SAFETY AND HEALTH

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

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

- 15.1 An employee who sustains a temporary disability which results in payment of a wage benefit under the Workers' Compensation Laws of the State of Florida shall be granted a supplemental payment under the following conditions:
- A. The employee shall receive supplemental pay in an amount equal to the difference between his/her net take-home pay and the workers' compensation benefit payable. For the purpose of this article, net take-home pay is defined as the amount of the employee's regular straight-time wages reduced by the amounts deducted from the employee's pay for taxes and social security. In no event shall any employee realize more than his/her net after-tax take home pay as a result of receiving both workers' compensation and the supplemental benefit.
 - B. The employee shall receive the supplemental benefits up to the first twenty (20) working days of such temporary disability.
 - C. Thereafter, the **Employer** may, at its sole discretion (which discretion shall not be subject to arbitration), grant additional supplemental benefits, in increments of up to twenty (20) working days.
 - D. The **Employer** may require any employee receiving supplemental benefits under this section to be examined by a medical doctor selected by the **Employer** at least every twenty (20) working days in order to determine whether the employee should return to work.
 - E. In the event that an employee receiving supplemental benefits fails to return to duty due to disagreement between the employee's personal physician and the **Employer's** Workers' Compensation physician, the disagreement shall be resolved in accordance with applicable provisions of the Workers' Compensation Laws of the State of Florida. Such resolution shall be final and binding and not subject to grievance or arbitration.
 - F. If injured-in-line-of-duty status continues through the twenty-fourth (24th) week following the pay period in which such injury occurred, the employee's supplemental benefit shall be terminated. Termination of the supplemental benefit shall also occur on the date of any medical determination that the employee will be unable to return to duty within the twenty-four (24) week period which began on the first day such employee was unable to work due to injury-in-line-of-duty.

15.2 An employee who is temporarily partially disabled from performing the duties of his/her classification due to a covered condition 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 qualifications, his/her physical and psychological restrictions, and availability of appropriate employment.

15.3 FOP Heart/Hypertension Special Benefit

The purpose of this section is to provide special benefits to eligible permanent employees with heart disease and/or hypertension subsequent to their date of employment, but who are not otherwise covered under the Florida Workers' Compensation law.

This section does not apply to Employees who are eligible for Florida worker's compensation benefits. (Employees who have been diagnosed by a Florida-licensed physician as having heart disease and/or hypertension, subsequent to their date of employment where such condition results in total or partial disability or death, will be covered by the Florida workers' compensation laws that apply to the date of the accident or first manifestation of the condition.)

Employees who have been diagnosed by a Florida-licensed physician as having heart disease and/or hypertension, subsequent to their date of employment where such condition results in total or partial disability or death, who are not eligible for benefits provided for by the Florida workers' compensation statutes may apply for benefits under this section. Benefits provided under this section shall be subject to the limitations in this section and in the Florida statutes where applicable.

This provision shall not be construed to guarantee heart-hypertension benefits to any individual. Each claim shall be considered on its individual merits.

Employees who have been diagnosed by a Florida-licensed physician as having heart disease and/or hypertension, subsequent to their date of employment where such condition results in total or partial disability or death, will be covered by the Florida laws in effect at the time of the accident or first manifestation of the condition. Benefits provided under this section shall be subject to the limitations in this section and in the applicable Florida statutes.

A. Coverage and Limitations**(1) Medical**

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

(2) Disability

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

(3) **Death**

In the event of the death of an employee due to heart disease or hypertension prior to retirement, the City shall pay a death benefit/funeral allowance of up to \$2,500, but not exceeding actual funeral expenses.

(4) **Disputes**

Questions concerning payment of medical and pharmacy bills under this section will be resolved by a Special Benefit Committee consisting of the **FOP** President or designee, the City Chief of Human Resources or designee and the Chief of Personnel (JSO).

(5) A condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability or death shall be presumed to have been accidental and suffered in the line of duty unless the contrary be shown by competent evidence.

(6) **Reports**

The Risk Management Division will report quarterly on all claims to the Special Benefit Committee.

ARTICLE 16: HOLIDAYS

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

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

- 16.2** Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the Council or by proclamation of the Mayor.
- 16.3** Whenever an observed holiday occurs on an employee's scheduled day off, the **Employer** may elect to either schedule the employee to take a day off at another mutually agreeable date or to compensate the employee at the employee's regular straight time rate for the holiday.
- 16.4** Any employee who is required to perform work or to render services on one of the holidays listed in Section 16.1 shall be compensated at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate for any hours worked. In addition, the employee will receive straight time pay for that day, or the **Employer** may elect to schedule the employee to take equal time off at another mutually agreeable date.
- 16.5** Any permanent, probationary, or provisional employee shall receive payment for any paid holiday unless:
- A.** He/she has an unexcused absence on the last regular workday preceding such a holiday, or on the next regular work day following such holiday.
 - B.** He/she is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence.

- C. He/she is on leave of absence without pay.
 - D. Employee is receiving a wage benefit under workers' compensation.
- 16.6** Those employees who work a Monday through Friday work week shall observe holidays as set forth in the City's Human Resources Directive on that subject. All other employees shall observe holidays on the day on which the holiday occurs.
- 16.7** The Special Leave Day may be taken on any date during the budget year by mutual agreement of the employee and the **Employer**. The Special Leave Day shall not apply until the employee has completed probation and has become a permanent employee. However, employees who have a probation period longer than six months may take the Special Leave Day after they have completed six months of employment. Approval of the Special Leave Day shall not be unreasonably withheld.

ARTICLE 17: VOTING

The Department Director may authorize time off without loss of pay for the purpose of voting during primary or general elections when an employee's normal work schedule does not allow sufficient time off for the purpose of voting.

ARTICLE 18: PERSONAL LEAVE (PLAN E)

18.1 Applicability

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

- A. Employees hired on or after October 1, 1968 and prior to October 1, 1987.
- B. Employees hired prior to October 1, 1968, who chose not to remain subject to former sick leave and terminal leave policies in April, 1969.
- C. Employees hired prior to October 1, 1968, who chose on or before December 15, 1979 to become subject to this provision.
- D. Employee who elected to participate in the personal leave plan shall remain in said plan until such time as this personal leave plan or policy is changed. At which time they shall have the right to exercise their option as to the plan in which they wish to participate.
- E. Any employee who enters the unit who is in Leave Plans A and B will continue to be governed by the terms of Leave Plans A and B.

18.2 Leave Accrual Rates

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

Year of Service	Days Accrued Per Year
0 thru 4 years	20 days per year
5 thru 9 years	23 days per year
10 thru 14 years	26 days per year
15 thru 19 years	29 days per year
20 thru 24 years	32 days per year
25 years or more	35 days 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.

- 18.3** Employees, when eligible and authorized may use their personal leave for any reason they deem necessary as provided in Section 18.4. Authorization shall not be unreasonably withheld.

- 18.4** Accrued personal leave may be taken at any time when authorized by the appropriate supervisor.

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

18.5 Leave Rollback

Personal leave shall accrue to a maximum of one hundred twenty (120) days. The **Employer** will compensate employees on a day-for-day basis for any accrued amount over one hundred twenty (120) days as of September 30 each year. These payments may be as early as the second pay day in November, but shall be made no later than the first pay day in December at the September 30 rate of pay.

18.6 Leave Sellback

- A.** An employee who does not use all of the personal leave accrued in a fiscal year may be paid for all or part of the difference, on a percentage basis, between the amount of leave earned and the amount of leave 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.
- B.** To receive such payment, the employee must make an irrevocable election of the percentage to be sold. The election must be made no later than September 30 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.
- C.** Employees otherwise eligible for this option who do not elect to sell a percentage of leave prior to the deadline will not be permitted to sell any leave.
- D.** This payment will not be available to an employee who would have

less than eighty (80) accrued annual leave hours remaining after such payment.

18.7 Using Leave to Fund Deferred Compensation

The **Employer** will provide employees eligible to retire the option to use leave time to fund their Deferred Compensation Program pursuant to the terms of this article and Internal Revenue Service (IRS) regulations in the following manner:

- A.** An employee who is within 3 years of normal retirement and who wishes to sell back personal leave must notify the **City**, in writing, of his/her intent to sell back personal leave, no more than three years prior to the date that the employee is eligible for normal retirement.
 - B.** The notice of intent to sell back personal leave becomes irrevocable once the employee makes such election.
 - C.** When an employee elects to sell back personal leave, the City will compensate the employee for up to one-third of the total amount of accrued leave in the employee's personal leave and retirement accounts during each of the three years prior to the date of the employee's eligibility for normal retirement. Each year, the employee will be compensated on an hour-for-hour basis for one third of the hours that were in the account(s) at the time the election was made. Leave will be depleted in three equal annual installments during the three-year period prior to normal retirement eligibility. Payments will be made on an hour-for-hour basis at the employee's regular rate of pay at the time the payments are made. An employee's contribution to all deferred compensation accounts shall be limited by applicable IRS regulations.
 - D.** 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.
 - E.** This option is not available to an employee who would have fewer than eighty (80) hours personal leave remaining after the sell back.
- 18.8** The minimum amount of personal leave to be taken and charged shall be one (1) hour.
- 18.9** Personal leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime days, or holidays.

- 18.10** Should a holiday provided for in this Agreement fall within an employee's scheduled personal leave period, the holiday will not be charged against the employee's personal leave.
- 18.11** An employee using personal leave for illness must notify his/her immediate supervisor as early as reasonably possible, but in no event later than the starting time for the first day of such illness, that the employee is unable to report for work 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 sickness 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 **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing the essential functions of the employee's classification. The examination will be conducted at the **Employer's** expense and time.
- 18.12** If an extended illness causes an employee to use all of his/her accrued personal leave, such employee may use days previously transferred to the employee's retirement account pursuant to Section 18.5, as explained below:
- A.** If an employee, due to an extended continuous illness, requires ten (10) or more working days leave for illness, such leave may, at the employee's option, be deducted from the personal leave days previously transferred to the employee's retirement leave account.
 - B.** An employee who has ten (10) or fewer personal leave days in the personal leave account, may, at the employee's option, use his/her retirement account for bona fide illness.
- 18.13** Upon termination in good standing for other than retirement, an employee shall be paid for all accrued personal leave, and one (1) day for every two (2) days accrued in the employee's retirement account.
- 18.14** For the purposes of this Agreement, retirement shall mean retirement pursuant to the full-time service requirements of early vested retirement pursuant to the provision in the pension plans of the City or of its former governments; the accrual of Social Security for employees covered solely by Social Security, provided such employee has ten (10) years service with the City; or retirement of officers or employees of the **Employer** who have more than ten (10) years service with the City and are covered by the Florida Retirement System. Upon retirement of an employee, said employee's personal leave account and retirement leave account shall

be used or paid for on a day-for-day basis, up to a maximum of one hundred-twenty (120) days in each account, under the following provisions:

- A. Such leave may be taken either immediately prior to the desired eligible retirement date (which leave may then be used for the fulfillment of time service requirements), or following fulfillment of time service requirements.
 - B. Employees electing to use leave pursuant to subsection (a) may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions, and insurance deductions;
 - C. Requests to be placed on such leave shall be irrevocable.
 - D. While on personal leave, an employee shall accrue personal leave and shall be paid for legal holidays, and shall be eligible for any general salary increases.
 - E. While on retirement leave, an employee shall not accrue personal leave but shall be paid for legal holidays, and shall be eligible for any general salary increases.
 - F. If the employee elects not to take leave, the leave account will be paid for in one lump sum, on a day-for-day basis.
- 18.15** Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with law, shall be paid for all accrued personal and retirement leave on the basis of one (1) day for each day in said accounts.
- 18.16 A.** Upon death of a member of the employee's immediate family (as defined in Article 18.16(c)) the employee may be granted up to five (5) working days off without loss of pay as bereavement leave, not otherwise chargeable. Bereavement leave may be approved by the employee's immediate supervisor, pending final approval of the Employer as defined in this article upon the employee's return to work.
- B. The employee may take up to fourteen (14) additional working days off to be charged to the employees' personal and/or holiday leave account.
 - C. Immediate family shall be as defined in current civil service rules and/or as the employee's spouse and/or the employee's spouse's children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, step-parents, step-

children, step-brothers, step-sisters, step -grandparents, and any other relatives who permanently reside with the employee.

- 18.17** When on duty, an employee may be granted time off without loss of pay to attend the funeral of an employee of the Office of the Sheriff if so authorized by his/her appropriate Assistant Chief or designee.

ARTICLE 19: PERSONAL LEAVE (PLAN P)

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

19.2 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:

Years of Service	Days Accrued Per Year
0 thru 4	20
5 thru 9	23
10 thru 14	26
15 thru 19	29
20 thru 24	32
25 or more	35

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

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

19.3 Maximum Leave Accrual and Rollback

Personal leave shall accrue to a maximum of seventy five (75) days. At the end of the fiscal year, an employee will be paid for accrued and unused personal leave in excess of seventy five (75) days at the employee's rate of pay at the end of the fiscal year.

19.4 Use of Leave

Employees, when eligible and authorized as provided in Sections 19.5 through 19.8, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave days earned. Employees shall request leave, and the **Employer** shall note approval or disapproval of such leave, in a form provided by the **Employer**.

19.5 A. Requests for Two or More Days' Leave

Requests for personal leave must be submitted at least two (2) weeks in advance for personal leave requests of two (2) or more consecutive working/shift days.

B. Requests for Less than Two Days' Leave

Requests for personal leave of less than two (2) consecutive working/shift days must be submitted for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness. In the latter case, requests shall be submitted as soon as practicable.

C. Waiver of Advance Notice

These advance notice requirements may be waived by the division chief. Requests for leave of any nature, as provided for above, shall not be unreasonably denied.

D. Unscheduled Absence

An employee whose absence is unscheduled must notify his/her immediate supervisor as early as possible but at least one (1) hour prior to his/her starting time for the first day that the employee is unable to report for work unless extenuating circumstances make a full hour's notice impractical. In such cases, the employee must notify his/her immediate supervisor as early as practical.

19.6 Leave Usage and Charge

A. The minimum amount of personal leave to be taken and charged shall be the actual time used. Personal leave will be charged only against an employee's regular workday, and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime, or holidays. Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.

B. Investigation of Unscheduled Leave Use

Unscheduled leave usage is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing unscheduled leave taken.

19.7 Fitness for Duty Examination

The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing the essential functions of the employee's classification. This examination will be conducted on the **Employer's** time, and the **Employer** will pay for the medical and/or psychological exam.

19.8 Leave Upon Termination

A. Retirement

Upon retirement, or termination following vesting, the employee shall be paid for all unused accrued personal leave on a day-for-day basis.

B. Termination Other Than Retirement

Upon termination of an employee for other than retirement, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on a day-for-day basis.

19.9 Death of Family Member or Co-worker

A. Bereavement Leave

Upon death of a member of the employee's immediate family (as defined in Article 18.16(c)) the employee may be granted up to five (5) working days, off without loss of pay as bereavement leave, not otherwise chargeable. Bereavement leave may be approved by the employee's immediate supervisor, pending final approval of the **Employer** as defined in this article upon the employee's return to work.

B. Annual Leave

The employee may take up to fourteen (14) additional working days off to be charged to employee's personal and/or holiday leave account.

E. Co-Worker

When on duty, an employee may be granted time off without loss of pay to attend the funeral of an employee of the Office of the Sheriff if so authorized by his/her appropriate Assistant Chief or designee.

ARTICLE 20: MILITARY LEAVE

- 20.1** Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act of 1994. (enacted October 13, 1994, amending Title 38 U.S. Code Section 43, et seq.) and/or Florida Chapter 115, State Statutes, as these laws may be amended from time to time.
- 20.2** Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.
- 20.3** Leaves of absence granted as a matter or right under the provisions of Section 20.2 shall not exceed 17 working days in a fiscal year. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the **Employer**, and when so granted shall be without loss of time or efficiency rating. With respect to any employee whose working day consists of a shift measured in hours, each 12-hour shift or less shall equal one (1) working day leave of absence.
- 20.4** Employees who request time off for military leave are responsible for advising their supervisor at the earliest possible time of the dates when they are scheduled for any training assemblies which conflict with their normal work schedule.
- 20.5** An employee granted an extended military leave may elect to be paid from accumulated annual leave.

ARTICLE 21: JURY DUTY

- 21.1 Any employee who is required to perform jury service during his/her normal working hours shall be paid his/her regular salary for the time spent in jury service.
- 21.2 The employee summoned as a juror shall notify his/her supervisor of the need to take leave for jury service as soon as the employee receives a summons for jury service. Notification shall be by memorandum (in duplicate) with a copy of the summons attached.
- 21.3 If an employee is released from jury duty prior to four (4) hours from the scheduled end of his/her work day, he/she shall be required to report to his/her work site within one-and-one-half (1-1/2) hours after his/her release.
- 21.4 Any employee subject to jury duty will be temporarily assigned to the day shift, upon approval of Management. Employees assigned to the midnight shift will be excused the shift prior to the commencement of jury duty. This section shall not result in the payment of overtime to any employee.

ARTICLE 22: WITNESS SERVICE

22.1 Employer Requested Witness Service

- A. Any employee subject to serve as a witness at the request of the **Employer** will be temporarily assigned to the day shift. Those employees assigned to the midnight shift will be assigned to the day shift prior to the commencement of such witness service.
- B. Any employee who, as a result of his/her duties, is called to testify on behalf of the **Employer** while off duty shall be entitled to compensation for all hours served as a witness, as provided for in the following paragraphs:
 - (1) The employee will be credited with a minimum of four (4) hours of pay, at the overtime rate of one-and-one-half (1-1/2) times the regular rate of pay;
 - (2) All time spent at such court appearances shall be counted as time worked for that work week.

22.2 Witness Service Under Subpoena

- A. This provision shall apply when an off-duty employee is subpoenaed as a witness in a legal proceeding or is subpoenaed by the State Attorney or Public Defender for a pre-trial conference or deposition arising in the line of duty. This provision shall not apply to time served as a witness at the request of the Jacksonville Sheriff's Office which shall be compensated in accordance with the provisions of Section 22.1 above.
- B. An employee, who appears pursuant to subpoena as specified in the paragraph above on his/her regular day off or while on approved leave, will receive compensation at the rate of one-and-one-half (1 1/2) hours for each hour worked. The employee will receive compensation for a minimum of four (4) hours for the first court appearance and a minimum of one (1) hour for any subsequent court appearance in a single day. Where appearances are consecutive, i.e., time between appearances is less than one (1) hour, the appearances will be treated as a single appearance for purposes of this article.
- C. An off-duty employee, who appears on his/her regular day off or while on approved leave pursuant to subpoena by a private attorney for a deposition arising in the line of duty, will be paid in accordance with this subsection provided that the court liaison

officer has verified the subpoena.

- D.** An employee who is required to report for a legal proceeding under the circumstances described in paragraph (a) above, one (1) hour or less before the beginning or after the end of his/her regularly-assigned shift, shall receive compensation for a minimum of one (1) hour or actual time spent at the legal proceeding at the rate of one-and-one-half (1½) times the employee's regular rate of pay. An employee who is required to report for a legal proceeding, under the circumstances described in paragraph (a) above, more than one (1) hour before the beginning or after the end of his/her regularly assigned shift shall receive compensation for a minimum of four (4) hours, or actual time spent in the legal proceeding if more than four (4) hours before the start of the employee's regularly assigned shift, at the rate of one-and-one-half (1½) times the employee's regular rate of pay. Where appearances are consecutive, i.e., time between appearances is less than one (1) hour, the appearances will be treated as a single appearance for the purposes of this article.

ARTICLE 23: CAREER DEVELOPMENT

23.1 The **Employer** has established a city-wide Career Development Program to meet the following objectives:

- A.** To equip employees with the knowledge, skills and competencies to perform the work needed by the City's operating units;
- B.** To support succession planning by eliminating skill gaps in hard-to-recruit/hard-to-replace positions by giving staff a way to obtain needed education;
- C.** To provide incentive for high potential employees to invest in a career with the City of Jacksonville;
- D.** To provide opportunities for career advancement;
- E.** To provide access to certification pay where applicable;
- F.** To improve customer service by encouraging a knowledgeable, trained, staff, with "institutional knowledge."
- G.** To encourage employees to increase their value to the organization through education and training.

23.2 Application Procedures

- A.** A permanent employee seeking benefits under the Continuing Education Program shall obtain an application from the JSO Personnel Division.
- B.** JSO will make the initial determination of whether or not a course or instructional program is job-related. Disputes regarding job-relatedness will be resolved by the Chief of Human Resources
- C.** Subsequent processing of the application shall be in accordance with procedures established by the City's Training Division pursuant to the City's Career Development Policy.

23.3 General Guidelines

- A.** Full time permanent civil service employees are eligible to receive tuition reimbursement under this program.

- B. Requested courses must be of value to the **Employer** and not solely for the benefit of the employee.
- C. In order to qualify for Career Development, either the individual course, or the instructional program of which it is a part, must be job-related.
- D. Reimbursement for correspondence courses¹ will be permitted only with the express approval of the Chief of Training if a classroom course is not available in a local college or university. To qualify for reimbursement, correspondence courses¹ must be given for credit by an accredited college or university.
- E. Reimbursement for courses taken on line² will be permitted only if given for credit by an accredited college or university.

23.4 Courses Eligible for Reimbursement

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

- C. Reimbursement for correspondence courses¹ will be permitted only with the express approval of the Chief of Training if a classroom course is not available in a local college or university. To qualify for reimbursement, correspondence courses¹ must be given for credit by an accredited college or university as determined by the Chief of Training.
- D. Reimbursement for courses taken on line ² will be permitted only if given for credit by an accredited college or university as determined by the Chief of Training.
- E. Reimbursement for costs of taking an examination for college credit will be permitted on the same bases as taking a course, provided that the examination is given for credit by an accredited college or university as determined by the Chief of Training.
- F. Reimbursement for costs associated with licensure or certification review courses program will be permitted on the same basis as taking a course.

23.5 Course Costs and Reimbursement

Under the Career Development Program, the City will reimburse employees for eligible tuition expenses in order to enhance the quality of the existing workforce, attract and retain qualified candidates for city employment, and to ensure that City employees have access to training and education that will equip them to do the work that will be needed during their careers with the City of Jacksonville.

- A. All courses below the 3000 level will be reimbursed at the rate actually paid by the student or the FCCJ rate, whichever is lower. All courses at the 3000 level or above will be reimbursed at the rate actually paid by the student, or the University of North Florida (UNF) rate whichever is lower. Courses taken at private institutions, which do not correspond with course levels in the community college or state university system, will default to the FCCJ rate. It will be the responsibility of the student to demonstrate to the satisfaction of the Chief of Training that a course is comparable to a 3000 or higher level course and qualifies for reimbursement at the UNF rate. Only tuition expenses, including for-credit laboratory fees, will be eligible for reimbursement. Employees are required to pay for books, other fees and supplies.

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

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

- B.** Employees are responsible for payment of registration fees, tuition, and non-credit laboratory fees in accordance with established procedures.
- C.** Employees are responsible for the costs of books and materials.
- D.** Internship fees may be paid upon approval of the Chief of Training that the course is appropriate and job-related. In order to qualify for reimbursement, the employee must attain a passing grade of "C" or better.
- E.** Only reimbursement of actual tuition expenses incurred by the employee are authorized. No reimbursement is authorized when there has not been a cost to the employee, such as where the employee receives a scholarship or Veterans' Administration benefits.
- F.** Reimbursement will be in accordance with established procedures which will cover time limits for submission of requests, and required documentation.
- G.** Tuition reimbursement is limited to 18 credit hours during any one calendar year for any employee.
- H.** In order to receive tuition reimbursement, an eligible employee must sign a Promissory Note agreeing to repay the amount of the reimbursement if he or she terminates from City employment within one year of completing a reimbursed course.
- I.** All tuition reimbursements will be made in accordance with applicable provisions of the Internal Revenue Code.

ARTICLE 24: TERMINAL LEAVE BENEFITS

- 24.1 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.
- 24.2 Payment of the terminal leave benefits provided for in Section 24.1 shall be made as follows:
- A. The benefits will be paid as set forth on a form provided by the **Employer**;
 - B. If the employee has not provided for distribution of the benefits on the form provided, the benefits will be paid to the employee's surviving spouse. A surviving spouse may elect to receive a lump sum payment of the leave balance or may elect other options available under applicable ordinance.
 - C. In the event the employee leaves no surviving spouse the benefits will be paid to the employee's children in equal shares, payable as follows:
 - (1) To each of the employee's children over the age of 18 who are known to the **Employer**;
 - (2) To the legal guardian or representative of each of the employee's children under the age of 18 who are known to the **Employer**.
 - D. If the employee has no children known to the **Employer**, 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 **Employer**, the benefits will be paid to the employee's estate.

ARTICLE 25: COMPREHENSIVE DRUG ABUSE POLICY AND PROCEDURES

25.1 Mutual Agreement

- A. The **Employer** and the **FOP** agree to the promotion of a drug free workplace through fair and reasonable drug testing methods for the protection of the City of Jacksonville and its employees. The drug testing policy of the Jacksonville Sheriff's Office is a pro-active approach to a potentially serious problem facing all members of society. Within the limitations outlined in this article, employees found to have drug abuse problems will be encouraged to participate in an Employee Assistance Program or a rehabilitation program.
- B. It is further agreed that drug use has serious adverse effects upon users in the work force resulting in loss of productivity, posing a threat to the workplace and to public safety and security. Maintaining a healthy and productive work force and safe working conditions free from the effects of drugs are the goals of both the **Employer** and the **FOP**. It is understood that drug use creates a variety of workplace problems including increased injury on duty (IOD), increased absenteeism, and increased financial burdens on health and benefit programs. Criminal Justice work requires, and the safety of the public demands, total mental and physical functioning of members at all times. The Jacksonville Sheriff's Office has a responsibility in the interest of public safety to monitor the use and abuse by employees of controlled substances, and other drugs/medicines.
- C. The **Employer** agrees to establish drug testing standards to balance the interests of the **Employer**, employees, and the welfare of the general public through a fair, confidential, and accurate drug testing program.
- D. Employees who feel that they are abusing drugs are encouraged to contact the Employee Assistance Program for help in overcoming this problem. Normal agency benefits such as the Employee Assistance Program, appropriate leave, and the group medical plan are available to aid in the rehabilitation process. Personnel assigned to the Employee Assistance Program will support employees in this process by providing referral to the appropriate agency suited to addressing the particular need of the employee.

- E. The sale, purchase, transfer, use, or possession of illegal drugs or drugs obtained illegally is a violation of state and federal criminal statutes and, therefore, may result in termination. Possession, use, or being under the influence of alcohol on the job present a danger to the public, the employee involved and to other employees and therefore, may result in termination.
- F. In order to maintain the integrity of the Sheriff's Office and ensure public safety, the Jacksonville Sheriff's Office requires that all employees shall not:
 - 1. Abuse legal drugs
 - 2. Sell, purchase, transfer, use, or possess, illegal drugs or drugs obtained illegally;
 - 3. Report for work and/or use Sheriff's Office equipment, while under the influence of a legal drug taken as a medication to the extent that job performance would be affected.

25.2 Discussion

- A. Drug screening provides management with a method to assist in the detection of a possible problem so that it may be dealt with in the proper manner.
- B. Drug screening of Sheriff's Office employees is a deterrent to them from becoming involved with drugs. Additionally, it assists management in its efforts to detect drug problems within the Sheriff's Office. Drug screening provides an avenue for identifying a specific problem associated with drug use/abuse.
- C. Personnel are cautioned that drug screening is not an absolute indicator of drug use. It is a single indicator that must be combined with other information before a final determination is made. The drug screening program is interwoven with established Sheriff's Office policy as it is affected by administrative procedures, internal investigations, Law Enforcement Officers' Bill of Rights, criminal investigations, etc. The final determination (e.g. no action, disciplinary action, treatment or termination) is based on an accumulation of information and is consistent with the best interests of the Sheriff's Office and the employee.

25.3 Definition

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

- I. The Omnibus Transportation Employee Testing Act of 1991(OTETA) Federal protocol must be followed in its entirety whenever a Corrections employee operates equipment that is governed by OTETA.

25.4 Responsibility for Reporting Legal Drug Use or Alcohol Abuse

- A. Sheriff's Office employees using drugs or therapeutic treatments prescribed by a physician or other authorized health practitioner shall determine from the prescribing person whether the treatment pre-scribed has any effects which may interfere with the performance of their duties. If the treatment prescribed has such effects, employees shall inform their supervisors of that fact.
- B. Any Sheriff's Office employee using legal over-the-counter non-prescribed drugs which in any way impair or affect their job performance is responsible for bringing this fact to the attention of his/her immediate supervisors on Form P-004. Information relating to the use of over the counter drugs can be removed at the request of the employee after it has been in the medical file for six (6) months, unless the usage of such medication is part of on-going treatment.
- C. The supervisor of any employee, upon being informed that such employee is using over the counter or prescribed drugs which could interfere with the performance of his/her duties, shall make further inquiries to determine whether the employee is fit to perform those duties. Upon consultation with the employee's commanding officer, the decision will be made as to whether the employee is fit for duty. If unfit, the employee shall be placed on personal leave. Should the employee and the commanding officer not concur on the ability of the employee to perform his/her duties, the department staff duty officer will make the final determination. Information regarding the use of legal drugs being taken by an employee will be forwarded to the JSO Personnel Division where it will be maintained in a confidential medical file.
- D. All Sheriff's Office employees have an obligation to inform a supervisor or ranking officer if another employee is using drugs in violation of the law or Sheriff's Office Rules and Regulations.
- E. If any employee knowingly ingests any drug in the performance of his/her duties, the supervisor on duty will be immediately notified and the incident reported on Form P-004. The supervisor will see that the employee is provided with immediate medical attention if necessary. The employee will be placed on an appropriate duty status. The incident will be documented with the initiation of Form

P-004 to be followed by a detailed report from the employee's commander through channels to the Sheriff. Every effort should be made to avoid such ingestion. Unless employee's life is endangered, he/she will refrain from the consumption, ingestion, injection, or inhalation of a substance which may either physically or mentally be dangerous to employees.

- F. Employees knowingly subjected to the passive inhalation of a drug, such as marijuana, will submit a Form P-004 to the supervisor on duty. The report will indicate the substance the individual was exposed to, the period of time exposed, and give a brief statement depicting the necessity for the exposure. The report will be forwarded to the Sheriff for review.

25.5 Drug Screening Program

- A. The **Employer** shall post a notice of the department's drug testing policy on bulletin boards in areas that are accessible to employees.
- B. Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The testing program is intended to supplement, not replace, other means by which the use of drugs can be detected.
- C. Employees will be required to participate in the drug testing program under the following conditions:
 - (1) Reasonable Suspicion: This is based on a belief that an employee is using or has used drugs/alcohol in violation of the **Employer's** policy drawn from specific, objective, and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug/alcohol testing can be ordered by any supervisor with the approval of a commanding officer (lieutenant or above). The basis for an immediate supervisor's requesting a drug/alcohol test founded on reasonable suspicion should consider among such facts and inferences:
 - (a) Observable behavior while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug/alcohol.
 - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

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

- (8) When an employee is transferred into and from a specialized unit where the employee will be involved with narcotic investigations and/or have access to illicit drugs.
- (9) As part of a rehabilitation program (mutually agreed to by the affected employee and the Sheriff's Office Administration).
- (10) As a result of prior disciplinary proceedings against the employee related to the use of drugs. (Such testing shall be conducted by the Internal Affairs Unit with the approval of, and in coordination with, the JSO Chief of Personnel. The **Employer** may require the employee to submit to a drug test as a follow up to the disciplinary action for up to two (2) years thereafter.

25.6 Procedure for Testing

A. Drug testing responsibility

- (1) The JSO Personnel Division shall be responsible for drug testing of employees undergoing basic recruit training, probationary corrections officers, and employees selected through the random drug testing program.
- (2) The Internal Affairs Unit shall be responsible for drug testing of any employee whom it reasonably suspects has used, or is found to be in possession of, a drug, or other controlled substance in violation of the law, Sheriff's Office testing orders, and rules and regulations. The Internal Affairs Unit shall also conduct drug testing of employees as the result of prior disciplinary proceedings related to the use of drugs.

B. Confidentiality

- (1) All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the **Employer** through a drug testing program are confidential communications.
- (2) The release of information obtained through any drug testing programs shall be solely pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled by a hearing officer, a court of competent jurisdiction pursuant to an appeal taken under this section, or when required for a departmental Disciplinary Hearing Board, arbitration, or Civil Service Board proceeding.

Drug testing information shall also be released to The Bureau of Criminal Justice Standards and Training for the purpose of reviewing certification eligibility.

- (3) An employee authorizing the release of drug testing information must submit a signed communication to the JSO Chief of Personnel advising:
 - (a) The name of the person who is authorized to obtain the information;
 - (b) The purpose of the disclosure;
 - (c) The precise information to be disclosed, and;
 - (d) The duration of the consent.
- (4) The **Employer** shall use drug tests results when consulting with legal counsel in connection with actions brought under or related to this article or where the information is relevant to the **Employer's** defense in a civil or administrative matter.
- (5) Recognizing the importance of confidentiality to the employees participating in any drug screening process, the **Employer** agrees to conduct all drug tests in compliance with the following:
 - (a) The Jacksonville Sheriff's Office photo identification card will be used for confirmation of the employee's identity at the testing site.
 - (b) Employees shall not be required to provide their social security number or personal address information for a drug test process.

25.7 Testing Procedures

- A. The **Employer** shall pay the cost of all drug tests which are required of employees. Employees shall pay the costs of any additional drug tests not required by the **Employer**.
- B. Prior to taking a drug test, employees must advise the **Employer** of any prescription or non-prescription medications they are taking. The **Employer** will provide information to employees of the most common medications by brand or common name which may alter or affect a drug test. Employees will also be advised of all drugs for which the **Employer** will test, described by brand or common names

as applicable, as well as by chemical names. Information regarding the use of prescription or non-prescription drugs taken by the employee will be presented in a written communication that will be maintained in a confidential medical file in the JSO Personnel Division. The ingestion of any prescription or non-prescription drug by an employee shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive results.

- C. Individuals responsible for conducting drug tests are acting under the direct authority of the Sheriff. Employees being tested shall cooperate fully. Any attempt to alter or tamper with the specimen, its container, or any mechanical device, instrument, or document by any individual is grounds for termination and/or prosecution under applicable Florida Statutes.
- D. The **Employer** has established guidelines for the collection of drug test samples that will afford protection to the employee to include:
- (1) Specimens shall be collected with due regard to the privacy of the individual providing the specimen and in a manner reasonably calculated to prevent substitution or contamination of the sample.
 - (2) Specimen collection shall be documented and the documentation procedures shall include:
 - (a) Labeling of specimen containers to reasonably preclude the likelihood of erroneous identification of test result.
 - (b) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
 - (c) The **Employer** shall use a chain of custody procedure to ensure the proper record keeping, handling, labeling, and identification of all specimens to be tested.
- E. When an employee is required to provide specimens for a testing procedure, the employee shall provide one specimen (large enough to be divided into two (2) separate samples at the time of collection in order to facilitate the testing procedures.)

- F. The threshold level or cut-off limit of the analytical testing procedures shall be established in accordance with the State of Florida Department of Health and Rehabilitative Services in conjunction with the standards developed by the U. S. Department of Health and Human Services, (DHHS) and National Institute of Drug Abuse, (NIDA), regarding testing and protocol and procedures.
- G. When employees are required to participate in any of the drug testing procedures, the initial testing specimen will be submitted to the Community Corrections Division or a certified HRS lab for an EMIT (Enzyme Multiple Immunoassay Technique). Positive results from an initial testing specimen will require confirmation using a GC/MS (Gas Chromatography/Mass Spectrometry) test.
- (1) Employees selected for random drug testing will be assigned a number which will be the only means available of identifying the individual who provided the specimen.
 - (2) Random numbers assigned to employees will be maintained in a confidential file under the direct supervision of the JSO Chief of Personnel.
 - (3) Specimens will not be collected at any of the correctional housing areas, and the specimen container will not reveal the name of the contributing employee.
- H. Random drug testing is a routine program. The **Employer** shall make every effort to schedule and conduct testing during the employee's regular work hours.
- I. The Internal Affairs Unit shall be called whenever one or more of the circumstances described in Article 25.6(a)2 comes to the attention of members of the Sheriff's Office.
- (1) Once called, the Internal Affairs Unit shall have complete authority over the investigation.
 - (2) The employee shall be advised in writing of the reason(s) for the order to submit to the test and that failure to do so constitutes failure to obey a direct order.

25.8 Results of test

- A. If the results of the initial test are positive, the **Employer** will submit the sample for a confirmation test that will be conducted by an outside licensed laboratory capable of supplying an analysis of drug content. When a confirmation test is necessary, the **Employer** will ensure the proper storage and transportation of the specimen

to a licensed laboratory for processing.

- B. The **Employer**, after receipt of a positive confirmed test result from the testing laboratory, shall inform the employee of the positive test result, the possible consequences of such results, and the options available to the employee.
- C. The **Employer** shall provide to the employee, upon written request, a copy of the confirmation test results.
- D. Within ten (10) working days after receiving notice of a confirmed positive test result, the employee may submit information to the **Employer** explaining or contesting the test results, and why the results do not constitute a violation of the **Employer's** policy.
- E. All reports of positive test results shall be received by the JSO Chief of the Personnel Division and maintained in a confidential medical file.

25.9 Disciplinary Procedures

- A. Any employee who refuses to submit to a drug test or whose confirmation drug test is found to be positive is subject to disciplinary action. Such disciplinary action is subject to the grievance procedures provided for through Article 27 of this Agreement and the Civil Services and Personnel Rules and Regulations.
- B. The employee may be either immediately suspended or reassigned pending the results of the confirmation test for the use of illegal drugs.
- C. Positive confirmation tests for illegal drugs shall result in the immediate suspension of an employee which may be followed by termination proceedings. In appropriate cases, every effort will be made to help the employee deal with a legal drug problem by proper referral to the Sheriff's Employee Assistance Program. However, if this effort fails or is obviously inappropriate given the nature of the problem, appropriate disciplinary action shall be initiated.
- D. The **Employer** may discipline or discharge an employee on the sole basis of the employee's first positive confirmed drug test when the employee has either refused to participate in an Employee Assistance Program or a drug or alcohol rehabilitation program, as evidenced by withdrawal from the program before its completion, or a report from the program indicating unsatisfactory compliance; or by a positive test result on a confirmation test while participating

in or after completion of the program.

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

25.10 All laboratory reports of a drug test shall include:

- A.** The name and address of the laboratory which performed the test and the positive identification of the person tested, or if applicable the random number.
- B.** Positive results of confirmation tests.
- C.** A list of the drugs for which the drug analyses were conducted.
- D.** The type of tests conducted and the minimum cut-off levels of the tests.
- E.** Any correlation between medications reported by the employee and the confirmation test results.

ARTICLE 26: DISCHARGE AND DISCIPLINE

- 26.1 A.** Except as provided otherwise in this Agreement, the procedure for dismissals, demotions, and suspensions shall be as outlined in the Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. Notwithstanding any provision or limitation of the Civil Service and Personnel Rules and Regulations, the Sheriff may immediately suspend any employee without pay whenever the circumstances of the offense are sufficiently grave to warrant such suspension (e.g., a felony, a serious misdemeanor, an incident involving moral turpitude, or if the employee represents a danger to either himself/herself or others).
- B.** In the event an employee covered by this Agreement elects to follow the provisions contained in the grievance procedure of this Agreement, such employee waives any and all rights contained in Section 17.07 of the Charter of the City of Jacksonville.
- C.** Any action instituted under this article shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.
- 26.2 A.** No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until the employee has been furnished with a written statement of the charges and the reasons for such actions.
- B.** The statement will notify the employee of his/her right either to appeal the discipline to the Civil Service Board of the City of Jacksonville, or to grieve the discipline, pursuant to the grievance procedure provided for in this Agreement. A copy of the statement will be sent to the **FOP**.
- 26.3** No employee shall be reprimanded or criticized in the presence of the employee's peers.
- 26.4** Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand. The employee will be requested to sign this statement. If the employee refuses to do so, this refusal shall be noted and placed in the employee's internal file. If he/she signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand, and shall not mean that the employee agrees or disagrees with the reprimand. The employee's responding statement, if any, will be attached to the

reprimand. The reprimand and the responding statement will be placed in the employee's internal file. In the event a grievance is filed relating to a letter of reprimand, the reprimand shall not be placed in the employee's personnel file pending the outcome of the grievance.

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

- A.** Internal Investigations – cases which are unfounded, exonerated, or not sustained – one (1) year from the date of case disposition.
- B.** Sustained Internal Investigation cases involving written reprimand without suspension – three (3) years from the date of case disposition.
- C.** Sustained Internal Investigation cases involving written reprimand with suspension – five (5) years from the date of case disposition.
- D.** Formal counselings will be purged one (1) year from the date of issue. Officers will be notified in writing when their cases have been purged.

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

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

26.6 Personnel Records:

- A.** There shall be only one official personnel file for each employee which shall be maintained in the City of Jacksonville's Human Resources Division unless a different location has been approved by the City Chief of Human Resources. Duplicate personnel files have been established and are maintained by the Personnel Division of the Sheriff's Office. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain items which were not filed in the official personnel file. The

City Chief of Human Resources has designated the JSO duplicate

Personnel File as the official file for performance evaluations. The employee affected shall be notified as to the location of all duplicate files pertaining to the employee. A copy of any documents placed in an employee's official personnel file shall be sent to the employee.

- B. Only those disciplinary actions recorded in an employee's official personnel and internal files may be used as the basis for progressive discipline.
- C. Employees have the right to respond to any material included in their official personnel file. An employee has the right to inspect and make a copy of his or her personnel records, internal file, and division file at reasonable times under supervision of the designated records custodian. The JSO Personnel Division and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.
- D. When the Sheriff or designee, the courts, an arbitrator or any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be placed in an envelope marked "confidential" and "not valid" together with a letter of explanation. Nothing in this provision shall grant any official, officer, or third person the authority to take any action not otherwise authorized by law.
- E. The **Employer** will comply with applicable court orders and Section 119.07(3)(l), Florida Statutes, and until otherwise directed by court order, will not improperly reveal the home address, telephone number, social security number, or photograph of active or former law enforcement personnel; the home address, telephone number, social security number, photograph or places of employment of the spouses and children of such personnel; and the names and locations of the schools and day care facilities attended by the children of such personnel.

26.7 Options for Appealing Disciplinary Action

- A. Any employee shall have the right to either grieve a disciplinary action pursuant to the terms of this Agreement, or to appeal the decision to the Civil Service Board.
- B. An employee who elects to pursue a grievance under the terms of this Agreement shall follow the procedures for filing a grievance outlined in Article 27.

- C. An employee who elects to appeal to the Civil Service Board shall initiate proceeding by filing a notice of appeal with the Civil Service Board.
- 26.8 Any permanent employee who is subject to dismissal, demotion, fine, suspension, or who suffers a forfeiture of time, may elect to have a hearing before the Sheriff's Disciplinary Hearing Board. The following rules will govern the proceedings of the Sheriff's Disciplinary Hearing Board:
- A. The Sheriff's Disciplinary Hearing Board shall be composed of five (5) members, with two (2) members selected by the administration, two (2) members selected by the aggrieved employee, and the fifth member selected by the other four (4) members of the Board. The board members shall be Corrections officers selected from any state, county, or municipal agency in Duval County or any appointed staff member of the JSO Department of Corrections. No member of this Board shall be a relative of the aggrieved officer, as defined by Civil Service Board rules.
- B. The Sheriff's Disciplinary Hearing Board will be convened as expeditiously as possible following charges being levied against an employee. The hearing shall be held no sooner than fourteen (14) days from the date of the employee's election to have a hearing before the Board. If the aggrieved employee requests to continue a hearing or delay the convening of a hearing, the **Employer** has the right to implement the dismissal, demotion, fine, suspension or forfeiture, pending the final resolution of the matter.
- C. The hearing will be informal. During the hearing, the aggrieved officer will be provided the opportunity to respond to the charges against him/her, and to tell his/her side of the story. The Board will review the information presented during the informal hearing and consider the JSO disciplinary standards, and then make a recommendation to the Sheriff about the level of discipline (if any) that it believes should be imposed in the case.
- D. If the Sheriff resolves the matter by reducing or eliminating the proposed dismissal, demotion, fine, suspension, or forfeiture, the **Employer** will reinstate the employee with back pay and/or reimburse the employee for losses resulting from forfeitures of time that occurred while the matter was pending final resolution.
- E. Neither the aggrieved employee nor the Employer shall utilize an attorney's services for the presentation of the informal hearing proceedings.

- F. The aggrieved employee shall be permitted to provide a list of witnesses, and present evidence as part of a defense.
- G. Any member of the board may request through the chairperson to call upon the witnesses provided to give testimony germane to the events leading to the charges being levied.
- H. The Board's decision will be advisory only, and not binding on the Sheriff.
- I. If the aggrieved employee is not satisfied with the decision of the Sheriff, the employee may appeal the decision to the Civil Service Board within ten (10) days or request arbitration pursuant to Article 27.
- J. An aggrieved employee need not file an appeal to the Civil Service Board in order to have a hearing before the Sheriff's Disciplinary Hearing Board. However, if the employee wishes to have a hearing before the Sheriff's Disciplinary Hearing Board, the employee must request such hearing before filing a Civil Service Board appeal.

26.9 Whenever an employee is under investigation and is subject to interrogation or interview by members of the employee's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation or interview shall be conducted under the following conditions:

- A. The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation or interview shall take place either at the Office of Internal Investigations or at the Office of the Corrections Unit at which the incident allegedly occurred, as designated by the investigating officer or agency.
- C. The employee under investigation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator at any one time.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation or interview, and shall be

informed of the name of all complainants. Should the charges not

be substantiated, the aggrieved employee will be informed in writing by the Internal Investigation Section.

- E. Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee under interrogation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any question.
- G. The entire interrogation or interview of an employee, including the times of all recess periods, shall be recorded. Recording shall include any of the following: taking of statement by shorthand, tape recorder, or by a court stenographer. There shall be no unrecorded questions or statements. A copy of the recorded interview or interrogation shall be provided to the employee upon request, after the final disposition of the investigation.
- H. If the employee under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, the employee shall be completely informed of all of his/her rights prior to the commencement of the interrogation or interview.
- I. At the request of any employee under investigation, the employee shall have the right to be represented by counsel or any other representative of the employee's choice, who shall be present at all times during the interrogation or interview whenever the interrogation or interview relates to the employee's continued fitness for correctional service.
- J. The remedy for any violation of this section shall be through the grievance and arbitration procedures provided for in this Agreement.
- K. Any corrections officer who is the subject of an investigation or interview has the right to review, along with his/her representative, the complaint or allegation and all written and/or recorded statements, regardless of form, made by the complainant(s), and witness(es), immediately prior to the beginning of the interview.
- L. Whenever practical, any corrections officer who is the subject of an investigation will be interviewed or interrogated after all other known witnesses and complainants have been interviewed.

ARTICLE 27: GRIEVANCE PROCEDURE

27.1 A grievance is defined as a dispute alleging a violation of this Agreement. Any grievance filed shall refer to the provision(s) alleged to have been violated, shall adequately set forth the facts pertaining to the alleged violation, and shall set forth the remedy requested. The grievance will systematically follow the steps of the grievance procedure contained in this article, except as otherwise provided for in Section 447.401, Florida Statutes.

Grievances challenging demotion with loss of pay, suspension with loss of pay or termination shall be filed at Step IV.

The **FOP** shall not solicit grievances on **Employer** property or during work hours.

27.2 Steps in the Grievance Procedure

A. STEP I:

A grievance must be brought forward as soon as it might reasonably have become known to exist. An employee shall present a grievance to his/her immediate supervisor (sergeant) within ten (10) working days after the employee either knows of or should have known of the grievance. The employee and the supervisor shall meet and attempt to resolve the grievance. The aggrieved employee may, at his/her request, be accompanied at this meeting by a designated representative. Discussions will be informal for the purpose of settling the dispute in the simplest and most direct manner. The supervisor shall reach a decision and communicate it orally or in writing to the aggrieved employee within ten (10) working days from the date of the meeting held to discuss the grievance.

B. STEP II:

If the grievance is not settled at Step I, the aggrieved employee shall reduce the grievance to writing on a grievance form to be mutually developed by the parties, and shall present the written grievance to the division chief, within ten (10) working days from the date of the decision at Step I. The division chief or designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance, schedule a meeting between himself/herself or his/her designee and the aggrieved employee. The aggrieved employee may, at his/her request, be accompanied at this meeting by his/her designated

representative. The division chief or designee shall notify the

aggrieved employee of his/her decision in writing, with a copy to the **FOP**, not later than ten (10) working days following the meeting date.

C. STEP III:

If the grievance is not settled at Step II, the aggrieved employee shall, within ten (10) working days from the date of the decision at Step II, forward the written grievance to the Director of Corrections. The Director of Corrections, or designee, shall meet with the aggrieved employee and/or his/her designated representative within ten (10) working days after receipt of the grievance. The Director of Corrections, or designee, shall furnish a copy of the decision in writing to the aggrieved employee, with a copy to the **FOP**, within ten (10) working days after the meeting.

D. STEP IV:

If the grievance is not settled at Step III, the aggrieved employee shall, within ten (10) working days from the date of the decision at Step III, forward the written grievance to the Sheriff. The Sheriff, or designee, shall meet with the aggrieved employee and/or designated representative within ten (10) working days after receipt of the grievance. The Sheriff, or designee, shall furnish a copy of the decision in writing to the aggrieved employee, with a copy to the **FOP**, within ten (10) working days after the meeting.

27.3 Rules for Grievance Processing

- A.** Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- B.** When a written grievance is presented, the **Employer's** representative shall acknowledge receipt and the date thereof in writing.
- C.** A grievance not advanced to the next step within the time limit provided shall be deemed withdrawn and settled on the basis of the decision most recently given. Failure on the part of the **Employer's** representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.
- D.** In computing time limits under this article, Saturdays, Sundays, and holidays shall not be counted.

- E. When the settlement of any grievance includes a retroactive adjustment, such adjustment shall be limited to sixty (60) calendar days prior to the date of the filing of the grievance.
- F. Nothing herein shall prohibit the **Employer** and the **FOP** from mutually agreeing to waive any or all steps in the grievance procedure in order to expedite the processing of a grievance.
- G. Nothing herein shall require the **FOP** to process the grievance of a non-member.
- H. The resolution of a grievance prior to an arbitration award shall not establish a precedent binding on either the **Employer** or the **FOP** in other cases.
- I. A class action grievance may be filed by the **FOP** on behalf of two (2) or more bargaining unit members. A class action grievance shall be initiated at Step III of the procedure.
- J. No disciplinary grievance may be overturned by a supervisor or other commanding officer below the level at which the grievable decision was made.

27.4 Arbitration

- A. If the grievance is not settled in accordance with the provisions of Section 27.2(a)-(d), the aggrieved employee or the **FOP** may request arbitration by serving written notice of intent to arbitrate to the Office of the Chief of Human Resources/JSO with a copy to the City Human Resources Chief no later than thirty (30) working days after receipt of the **Employer's** response in Step IV. The notice of intent to arbitrate must be accompanied by a written statement identifying the specific provision(s) of the Agreement at issue, and the remedy requested. If the grievance is not appealed to arbitration within the thirty (30) working days, the **Employer's** Step IV answer shall be final and binding upon the aggrieved employee, the **FOP**, and the **Employer**.
- B. The **FOP** and the **Employer** will mutually select a panel of five (5) qualified arbitrators to serve on a rotating list for the duration of the Agreement. The arbitrators selected must reside in Duval, Nassau, Clay, Baker, or St. Johns County. The rotation sequence shall be randomly determined by the **FOP** and the **Employer**. The first arbitrator on the rotation sequence shall be assigned the first grievance advanced to arbitration, with succeeding cases assigned to the remaining arbitrators *seriatim*. Once the rotation

sequence has been determined, an arbitrator cannot be assigned out of rotation unless mutually agreed by both parties. The parties may also mutually agree at any time to remove an arbitrator from the panel.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. The parties shall rotate the administrative responsibilities for maintenance of the arbitration panel.
- E. Unless otherwise agreed by the parties, the arbitration hearing will be scheduled not earlier than thirty (30) days from the date that the arbitrator is notified of his/her selection
- F. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or at the request of the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded or after receipt of briefs, whichever is later, to render his/her award and findings of fact.
- G. The decision of the arbitrator relating to the interpretation, enforcement, or application of the provisions of this Agreement shall be final and binding on the aggrieved employee, the **FOP**, and the **Employer**.
- H. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise supplement or alter the express terms of this Agreement, or to usurp any authority or responsibility lawfully granted to the **Employer**.
- I. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, which question(s) must be actual and existing. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or any matter which is not specifically covered by this Agreement.
- J. All testimony given at the arbitration hearing will be under oath. The decision of the arbitrator shall be exclusively based upon specific findings of fact, and conclusions based on those findings of fact. In rendering his/her decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him/her at the arbitration hearing.

- K.** It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and waiver of any and all rights by the appealing party and all persons it represents.
- L.** The cost and expenses incurred by the arbitrator shall be shared equally by the parties involved in the arbitration proceeding. If a transcript of the proceedings is requested, the requesting party shall pay for it.

ARTICLE 28: LEGAL LIABILITY

- 28.1** In any suit, legal action or proceeding, wherein an employee covered by this Agreement is sued for damages, compensatory and/or punitive, which arises from his/her official duties, the **Employer** hereby agrees that it shall comply with the provisions of, and the responsibilities pertinent to, Section 111.07, Florida Statutes. An employee reasonably afforded representation pursuant to Florida Statute 111.07, who elects to retain counsel of his/her choice, shall be responsible for the cost of said representation.
- 28.2** It is understood and agreed that employees shall furnish written notification of their intent to file suit against a third party in any court of law, if the suit arises out of the employee's official duties. Notice shall be provided through the chain of command to the Undersheriff, not less than five (5) days before the actual filing date.
- 28.3** When any employee is involved in an accident with any vehicle owned, leased or rented by the **Employer**, and said accident is solely a result of equipment failure or defect unconnected with any negligence or misconduct of the employee, the employee shall not be disciplined by the **Employer** for the accident or results thereof. Any alleged equipment failure or defect must be reported at the time of the accident and included in the appropriate report. An employee's failure to follow the Written Directives applicable to vehicle care and maintenance shall nullify the provisions of this section.

ARTICLE 29: SEVERABILITY

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

ARTICLE 30: ENTIRE AGREEMENT

- 30.1** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 30.2** This agreement shall be effective from October 1, 2008 through September 30, 2009.

ARTICLE 31: EMERGENCY LEAVE DONATIONS

- 31.1 A.** When an employee has exhausted all holidays and personal leave due to illness or off-duty injury and will be placed on leave without pay status, other employees may donate leave time to the ill or injured employee provided each donor has at least ten (10) days leave accrued.
- B.** If the injury or illness is subsequently reclassified to workers' compensation, all donated leave, whether used or unused, will be returned to the original donor(s).
- C.** To administer this plan, the donating employees will report to the JSO Personnel Division and submit their leave requests which will be credited to the ill or injured employee or until he/she returns to duty.

ARTICLE 32: SHIFT ASSIGNMENTS

32.1 The purpose of this article is to define the various shift assignments within the Jacksonville Sheriff's Office, Department of Corrections.

32.2 Administrative Staff

A. There are assignments within the Jacksonville Sheriff's Office which require specialized skills and assignments that are considered more desirable. When an assignment opening occurs, the **Employer** will advertise the position availability by written announcement throughout the Corrections Department. The written advertisement will list the skills, knowledge, abilities and education/experience requirements for the position. Employees who wish to be considered for the position will complete a Request for Transfer (P-548). The request shall be forwarded through the chain of command to the JSO Personnel Division.

The criteria to be used in selecting an individual for an advertised assignment shall include:

- (1) Skills, knowledge, and abilities the applicant possesses that may be required for the assignment,
- (2) Formal education requirements,
- (3) Length of experience as a member of the Department,
- (4) No suspensions within the last year, and
- (5) Overall satisfactory rating on the most current performance evaluation.

B. The selection process shall be applied to all eligible applicants, and all applicants shall be notified of the results. The **Employer** will complete the selection process within sixty (60) days of a position becoming vacant.

C. The **FOP** recognizes that in certain circumstances it may be necessary to temporarily fill a vacancy prior to completion of the selection process. The **Employer** will make every effort to limit these instances.

32.3 Operational Shifts

- A.** Corrections personnel not assigned to the administrative staff will be permanently assigned to the three squad (red, blue, and green) work schedules of 7-2, 8-4 (operational shifts). The structure of the permanent shifts will consist of three, eight-hour work periods with an attendant fifteen minute roll call. The shift starting times for operational shifts will be 6:45 a.m., 2:45 p.m., and 10:45 p.m. However, the **Employer** reserves the right to adjust the permanent shift structure as necessary to meet organizational needs, including ten-hour shifts and various shift start times.
- B.** The assignment of personnel to the permanent shifts will be performed with the following conditions:
- (1) Seniority will be based upon the employee's date of employment as a Corrections Officer, as recorded in the employee's official personnel file.
 - (2) In the event of a tie in the date of employment, management prerogative will determine the final assignment.
 - (3) All seniority will be first assigned within the employee's assigned facility. If an employee transfers from one facility to another, the transferred employee will be assigned to the shift where the vacancy exists after existing vacancies are filled. After 90 days, the transferred employee may bid with his/her full seniority on any opening on all shifts at the facility.
 - (4) Due to the necessity of having a minimum staffing requirement in specialized positions (females, intoxilyzer operator, etc.), it may be necessary to assign personnel already performing these functions to these positions. These positions will be filled based on seniority. This means that an officer who possesses the specialized skills or specific need of the agency will be selected for these positions based upon his/her seniority for the position in question.
 - (5) The carrying of vacancies on specific shifts will be at the prerogative of Management.
- C.** The **Employer** shall insure that each employee is granted at least one weekend off per month whenever this can be accomplished

without interfering with the efficient operation of the Department.

32.4 Transferring from Administrative Staff to Operational Staff

- A.** If any employee who is assigned to the administrative staff desires to return to shift work, the employee will be assigned to a shift where a vacancy exists for at least one (1) day. After being assigned to the vacancy for one (1) day, the employee will then be eligible to bid with full seniority for any shift within the facility.
- B.** If, for any reason, it becomes necessary to abolish a position on the administrative staff, the affected employee will be allowed to go to any shift with an opening where the employee's seniority will take him/her.

32.5 Management reserves the right to make personnel assignments as necessary to successfully complete the mission of the organization, to include assignments based upon specific employee and/or organizational needs. Any employee dissatisfied with his or her assignment or transfer may grieve at Step III of the grievance procedure, but any decision at that level shall be final, and shall not be subject to arbitration.

32.6 Employees may mutually agree to exchange days or shifts on a temporary basis with prior written approval of Management, provided there is no penalty to the **Employer**.

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

**APPENDIX A
CAREER SALARY SCHEDULE
CORRECTIONS OFFICERS**

CAREER STEP	Years of Service	10/1/2008
		Monthly/Annual
1	New	\$2,703
		\$32,436
2	1 Year	\$2,847
		\$34,164
3	2 Years	\$2,991
		\$35,892
4	3 Years	\$3,140
		\$37,680
5	4 Years	\$3,294
		\$39,528
5	5 Years	\$3,294
		\$39,528
6	6 Years	\$3,460
		\$41,520
6	7 Years	\$3,460
		\$41,520
7	8 Years	\$3,637
		\$43,644
7	9 Years	\$3,637
		\$43,644
8	10 Years	\$3,714
		\$44,568
9	11 Years	\$3,866
		\$46,392
10	12 Years	\$3,946
		\$47,352
11	13 Years	\$4,024
		\$48,288
12	14 Years	\$4,103
		\$49,236
13	15 Years	\$4,183
		\$50,196
14	16 Years	\$4,261
		\$51,132
15	17 Years	\$4,338
		\$52,056

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