



**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 122
(FIRE DISTRICT CHIEFS)
OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012**

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PREAMBLE

This Agreement is entered into between the City of Jacksonville (the **Employer**) and Local 122 of the **International Association of Fire Fighters**, (the **Union**). The parties entered into this Agreement: 1) to assure sound and mutually beneficial working and economic relationships between the parties; 2) to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise; and 3) to establish rates of pay, hours, and terms and conditions of employment. No individual arrangement that is contrary to the terms of this Agreement shall be enforceable. The City of Jacksonville is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public. Therefore, both parties recognize the need for continuous and reliable service to the public.

ARTICLE 1: UNION RECOGNITION

- 1.1 The City of Jacksonville recognizes the **Union** as the exclusive collective bargaining representative for those Fire Fighters that the **Union** is authorized to represent for the purpose of bargaining collectively concerning wages, rates of pay, and other terms and conditions of employment, unless the Public Employees Relations Commission revokes the **Union's** certification pursuant to a vote of a majority of the bargaining unit employees.
- 1.2 "Employee" is defined as any full-time, classified member of the Jacksonville Fire and Rescue Department, as listed in Section 1.3, who is employed to engage in prevention or suppression of fires, emergency medical services, and other related duties.
- 1.3 The bargaining unit is comprised of all employees of the Jacksonville Fire and Rescue Department in the following classifications:

FIRE DISTRICT CHIEF
FIRE BATTALION CHIEF

Additional class titles created pursuant to the Civil Service and Personnel Rules and Regulations which entail duties that are now being performed by employees covered by this Agreement shall be included in the bargaining unit.

- 1.4 The **Union** President or his/her alternate will be the official spokesman for the **Union** in any matters pertaining to this Agreement. The alternate shall be selected from one of the Officers listed below and in the order listed:

BUSINESS AGENT
FIRST VICE-PRESIDENT
SECOND VICE-PRESIDENT
SECRETARY-TREASURER

In the event none of the designated alternates will be available, the **Union** President may appoint a designee to act in this capacity and shall notify the Fire Chief and Chief of Human Resources of said appointment in writing.

A written list of the officers of the IAFF shall be furnished to the Fire Chief and the Chief of Human Resources as soon as practicable after their selection.

ARTICLE 2: UNION SECURITY AND CHECK OFF

- 2.1 The **Employer** will, within thirty (30) days after ratification of this Agreement, without cost to the **Union**, place one (1) copy of this Agreement in each working location.
- 2.2 Upon receipt of a written authorization from an employee, the **Employer** will deduct from the employee's pay the amount the employee owes the **Union** for dues and uniform assessments. This provision will provide for twenty-six (26) deductions per year. The **Employer** will remit the amount deducted to the **Union** within fifteen (15) days. The **Union** will certify changes in the **Union** membership dues rate by notifying the **Employer** in writing at least thirty (30) days in advance of the effective date of such change. The **Union's** certification shall include the signature of the authorized officer or officers of the **Union**. The **Employer** will assess a charge not to exceed four cents per deduction in each payroll period where such dues or uniform assessments are collected. The **Employer's** remittance will be deemed correct if the **Union** does not notify the **Employer** within two (2) calendar weeks after a remittance is received that the **Union** believes the remittance is incorrect and the reason for that belief.
- 2.3 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. The **Employer** will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the **Union**. An employee may revoke his/her authorization for dues deduction by giving the **Union** and the **Employer** notice in writing thirty (30) days in advance.
- 2.4 The **Union** will indemnify, defend, and hold the **Employer** harmless against any claim made and against any suit instituted against the **Employer** on account of any deduction for **Union** dues.
- 2.5 All **Union** activities are protected to the extent they are authorized by law or by this Agreement. Duly authorized representatives of the **Union** have the right to present the view of **Union** members.
- 2.6 All employees covered by this Agreement shall be governed by the applicable Civil Service and Personnel Rules and Regulations and Fire and Rescue Department Rules and Regulations. Any recommended changes in the Civil Service and Personnel Rules and Regulations which affect the employees in this unit will be presented in writing to the **Union** President a reasonable time before the meeting at which the change/s will be discussed. Likewise, any changes to the Jacksonville Fire and Rescue Department's rules and regulations proposed by the **Union** which affect the employees in this unit will be presented in writing to the Fire Chief by

the President of the **Union** within a reasonable time before the meeting at which the change(s) will be discussed.

ARTICLE 3: UNION ACTIVITIES

- 3.1 Employees shall have the right to form, join, and participate in or to refrain from joining or participating in the **Union**. Employees shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection. Employees shall also have the right to refrain from engaging in such activities.
- 3.2 Employees may donate to the Union pool annual leave, holiday, or other leave time, other than sick leave, in increments of three (3) hours toward a pool of time which may be drawn upon at the discretion of the **Union**.
- 3.3 The **Employer** will allocate a bank of 9,000 hours per fiscal year, to be shared by the Rank & File and District Chiefs bargaining units, to be used for official **Union** business. Hours not used during the fiscal year can be carried over to the next fiscal year up to 500 hours.
- 3.4 The pool time provided for in Section 3.2 and 3.3 may be used in the conduct of **Union** business or related activities, but shall not be used for political activities. Charges against the pool time shall only be made when approved by the President, Business Agent, First Vice President, Secretary-Treasurer, or another official authorized in writing by the President for that purpose. No more than two (2) employees are allowed to use pool time for any one (1) occasion at any one (1) time. When there is a request to use pool time by more than two (2) employees for the same time period, the employees involved shall submit appropriate leave forms at least twenty-four (24) hours in advance of the use of pool time. No more than two (2) employees from the same company can use pool time at the same time. Employees who request to use pool time must state the reason they are applying for use of **Union** pool time. The Director/Fire Chief or designee of the Fire and Rescue Department must approve the use of pool time when more than five (5) employees request it for the same time.
- 3.5 Up to five (5) officers or other representatives of the **Union** may take reasonable time off during working hours without loss of pay to negotiate with the **Employer**. **Union** representatives requesting time off with pay to negotiate must obtain the approval of the Director/Fire Chief, or designee.
- 3.6 The **Union** President, Business Agent, First Vice President, Second Vice President, Secretary-Treasurer, or another official authorized in writing by the President will be granted reasonable time off to process grievances upon approval by the Director/Fire Chief or designee provided that the employee's absence will not adversely affect the operation and staffing of the Department.

- 3.7 The **Union** may schedule meetings that are pertinent to the **Union** or Fire and Rescue Department business on Fire and Rescue Department property provided that the meetings are not disruptive of the duties of the employees or the efficient operation of the Department. The **Union** must obtain permission for such meetings in advance from the Director/Fire Chief or designee. This section shall not be construed to allow regularly scheduled **Union** meetings on Fire and Rescue Department property.
- 3.8 There shall be no discrimination against or intimidation of any employee because of the employee's membership or lack of membership in the **Union** or by virtue of his/her holding office or not holding office in the **Union**, except that the certified bargaining agent shall not be required to process grievances for employees who are not members of the organization.
- 3.9 Employees at each working location shall be entitled to a representative who shall be designated as "Steward."
- 3.10 The **Union** shall furnish a complete list of Stewards to the Director/Fire Chief and the Chief of Human Resources, and any changes of Stewards shall be promptly reported by the **Union** to the Director/Fire Chief and the Chief of Human Resources.

ARTICLE 4: BULLETIN BOARDS

- 4.1 The **Employer** will allow the **Union** partial use of bulletin board space in the various work locations.
- 4.2 In the alternative, the **Union** shall have the right at its own expense to place a **Union** bulletin board, not to exceed four (4) feet by three (3) feet, in available space in the watch room or kitchen area of each station.
- 4.3 The bulletin board or the Data Dispatch System (DDS) may be used only for the following purposes:

Notice of Union Meetings
Union Bulletins
Reports of Union Committees
Rulings and Policies of the Union
Recreational and Social Affairs of the Union
Actions of Public Bodies
Notice of Elections of Union Officials

- 4.4 No material, notices, or announcements shall be posted by the **Union** which contain anything adversely reflecting upon the City of Jacksonville, its Independent Agencies, its employees, or any labor organization among its employees. Any proven violation of this section by the **Union** shall entitle the **Employer** to cancel immediately the provisions of this Article and remove that bulletin board or the partial use thereof.

ARTICLE 5: MANAGEMENT SECURITY

- 5.1 The **Union** and its officers, agents and members agree that they shall have no right to promote, sponsor, or engage in any work stoppage, work slow-down, or strike. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this section. The only question that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action, is whether the provision prohibiting a work stoppage, work slow-down, or strike, was violated by the employee to be discharged or otherwise disciplined.
- 5.2 All employees shall faithfully perform their duties.
- 5.3 The **Employer** and the **Union** agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The **Employer** and the **Union** affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to race, color, creed, national origin, or sex.
- 5.4 The **Employer** and **Union** agree to take all actions necessary to comply with the Americans with Disabilities Act of 1990.

ARTICLE 6: SAVINGS CLAUSE

Management retains all rights it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement. All privileges, benefits, and rights enjoyed by employees in this bargaining unit which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.1 The **Employer** has the right to unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations. The **Employer** also has the right to direct its employees, take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means, and personnel by which the **Employer's** operations are to be conducted; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.
- 7.2 It is understood by both parties to this Agreement that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and that employees may be required to perform duties not within their job descriptions if the work is similar, related, or a logical assignment to the position within the Fire and Rescue Department.

ARTICLE 8: STAFFING

- 8.1 The assigned personnel strength of all activities of the Fire and Rescue Department will be at the discretion of the Director/Fire Chief.
- 8.2 An employee covered by this Agreement assigned to a station may substitute for an employee in the same or another station, provided that the substitution is approved by both the officer in charge of the Company where the duty will be performed and by the District/Battalion Chief.
- 8.3 Whenever it is determined that Civil Emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, or when such conditions can reasonably be determined to be imminent, excluding the normal operational requirements of major civic/sporting events such as the Super Bowl, the staffing and notification provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.¹

¹ The parties have agreed to this provision so that in anticipation of a specific emergency, and for the duration of emergency conditions, JFRD can deploy staff to prepare, respond and recover from the emergency and its aftermath without having to follow nominal notification and similar administrative procedures. This provision does not change the parties' obligation to observe all terms of the agreement outside of the emergency period.

ARTICLE 9: WORK RULES

- 9.1 All work rules, regulations, and guidelines shall be in writing.
- 9.2 Work rules, regulations, and guidelines in effect on the effective date of this Agreement shall remain in force and effect until repealed, or amended by the Director/Fire Chief pursuant to this article.
- 9.3 Work rules, regulations, and guidelines formulated or amended after the effective date of this Agreement shall not be formally adopted or amended by the Director/Fire Chief until the Director/Fire Chief has first provided a copy of such proposed rule, regulation or guideline or amendment thereto to the **Union** and given the **Union** a reasonable opportunity to provide written or oral comments or to meet and discuss the proposed rule, regulation, or guideline or amendment thereto.
- 9.4 Work rules, regulations, or guidelines or amendments thereto may be drafted by the Director/Fire Chief or a member of his/her administrative or managerial staff. Such work rules, regulations, or guidelines or amendments thereto shall be formally adopted or amended by the Director/Fire Chief in accordance with section 9.3.
- 9.5 In the event the Director/Fire Chief convenes a committee comprised of Fire Department employees for the purpose of creating or recommending changes to work rules, regulations, or guidelines or for the purpose of considering proposed rules, regulations, or guidelines drafted by the Director/Fire Chief or a member of his/her administrative or managerial staff, the **Union** President or designee shall be a member of that committee. Participation by the **Union** President or designee on such a committee shall satisfy the requirements of section 9.3.
- 9.6 All individual work location rules (such as apparatus day, window day, starting time, etc.) will be as uniform as possible. Individual work location rules shall be adopted by Station Management, and are excluded from the requirements for adoption of work rules, regulations, or guidelines set forth in sections 9.2 through 9.5.

ARTICLE 10: SPECIAL MEETINGS

The **Employer** and the **Union** agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within five (5) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties.

ARTICLE 11: HOURS OF WORK AND OVERTIME PAYMENT

- 11.1 All staffing requirements shall be determined by the Director/Fire Chief, or his/her designee.
- 11.2 Employees shall normally be scheduled to work one of the following schedules:

Work Period Hours	Work Cycle Days	
40	7	Beginning Saturday – Ending Friday
56	27	24 hours on duty; 48 hours off duty

- 11.3 A. Employees who work a forty (40) hour work schedule shall be compensated at time and one-half (1-1/2) for hours worked in excess of forty (40) per work week.
- B. Employees on a fifty-six (56) hour schedule shall receive extra compensation at the rate of one-half (1/2) their regular rate of pay for normally scheduled hours worked in excess of two hundred four (204) hours during the twenty-seven day work period. For purposes of this subsection, the term "hours worked" shall only include, in addition to regular duty hours, military leave, **Union** pool time, special assignments, and LOA (swap time).
- 11.4 No employee may authorize overtime for him/herself, but shall be entitled to receive overtime as appropriately authorized by his/her supervisor.
- 11.5 It is the responsibility of the **Employer** to distribute the opportunity for overtime work as equally as possible among the employees.
- 11.6 An employee who has left his/her normal place of work and is called back for overtime work shall be paid for a minimum of two and one-half (2-1/2) hours at time and one-half his/her hourly rate of pay for such overtime work.
- 11.7 The regular rate of pay for overtime purposes shall include the employee's base salary, longevity or service increases, shift differential, out of classification or special assignment pay, and supplemental or incentive pay for special certification or completion of college course work. Employee awards or bonuses for attendance or job performance are also included in the regular rate of pay, when such awards or bonuses are required to be included in the regular rate.

- 11.8** Any employee required to work in excess of his/her normal tour of duty as a result of his/her relief being late shall be paid a minimum of one (1) hour at overtime rates. Any employee required to work in excess of his/her normal tour of duty as a result of a run extending beyond his/her regular work time shall be paid at overtime rates for the actual time worked, unless such time exceeds thirty (30) minutes. If an employee is required to work more than thirty (30) minutes, the employee shall be paid a minimum of two (2) hours at overtime rates.
- 11.9** Any employee subpoenaed for Fire and Rescue Department related legal matters while off duty, will be paid at the rate of time and one-half (1-1/2) for hours served. A minimum of two (2) hours at the rate of time and one-half (1-1/2) will be paid, plus one hour travel time at time and one half (1-1/2).
- 11.10** Overtime pay shall not be duplicated.
- 11.11** Whenever a Battalion Chief is required to report one (1) hour prior to the beginning of his/her shift, he/she will be paid time and one-half for that one (1) hour.
- 11.12 A.** An employee who is assigned the responsibility for the maintenance and care of the arson canine on weekends (Saturday and Sunday) will be compensated at the rate of four (4) hours of overtime for performing that weekend duty. The employee will be compensated at a rate of time and one-half for two hours of work on Saturday and time and one-half for two hours of work on Sunday.
- B.** Fifty-six (56) hour a week employees who are assigned the responsibility for the maintenance and care of USAR canines while off-duty will be compensated for two (2) hours for each off-duty shift. Compensation shall be at the regular straight-time rate unless the employee works in excess of two hundred four (204) hours in the twenty-seven (27) consecutive day work period provided for in 11.3(B). A forty (40) hour a week employee who is assigned responsibility for maintenance and care of a USAR canine shall be compensated in accordance with section 11.12 (A).

ARTICLE 12: WAGES

12.1 A. All employees shall be compensated in accordance with the pay plan for employees covered by this Agreement.

B. (1) Fire employees on special assignment shall receive salary increases for special assignment only while placed on special assignment. Special assignment means those extraordinary duties and responsibilities that are a logical function of the Fire and Rescue Department. These extraordinary duties and responsibilities may be determined by the Director/Fire Chief, and employees may be placed in the special assignment step by the Director/Fire Chief.

(2) Employees will receive a salary adjustment of ten percent (10%) above their base pay while on permanent special assignment to the Training Academy. The ten percent (10%) special assignment pay will be comprised of:

(a) one percent (1%) for employees assigned to a forty (40) hour work week, and

(b) nine percent (9%) while assigned to the training academy.

This special assignment pay will be for extra-ordinary duties and responsibilities while permanently assigned to the training academy, as determined by the Director/Fire Chief as provided in Section 12.1(B)(1).

No employee who is placed at the training academy on a temporary basis, and no employee who is placed at the training academy for temporary light duty or any other temporary duty, shall be entitled to the salary adjustment provided in this section.

C. Wages

(1) Wages will be adjusted according to the following schedule:

- There will be no wage adjustment effective October 1, 2009.
- Effective October 1, 2010, there will be a two percent (2%) wage reduction.

- Effective October 1, 2011, wages will remain at the October 1, 2010, level.
- Effective September 30, 2012, there will be a two percent (2%) wage increase, to return wages to the level they were at prior to the October 1, 2010 wage reduction, provided that negotiations for a successor agreement are concluded or the parties reach impasse no later than July 1, 2012. The parties agree to commence good faith negotiations no later than January 1, 2012. The parties further agree that bargaining sessions shall be conducted at least every two weeks, unless the parties agree to an alternate negotiation schedule.

D. A five percent (5%) base pay differential shall be maintained between the District Chief and the Battalion Chief positions.

E. The parties agree to form a task force with representatives of the Union, appointed by the Union president, and representatives of the City appointed by the Mayor, including individuals from within the Jacksonville Fire and Rescue Department, to address ways to enhance the Jacksonville Fire and Rescue Departments' performance. The Director of Fire Rescue/Fire Chief shall chair the task force which shall be composed of an equal number of representatives from both parties.

12.2 Any employee performing the duties of any classification above his/her permanent classification and assigned to that higher classification for one hour or more by the Fire and Rescue Department shall receive pay at the rate of that higher classification for time worked in that higher classification.

12.3 Evaluation for satisfactory service shall be standard and in writing throughout the Fire and Rescue Department with each activity using the same accepted evaluation form and procedure. Any employee who is dissatisfied with his/her evaluation may follow the grievance procedure set forth in Article 25.

12.4 Pay Incentive for College Credit.

For the purposes of this section, the term "Fire Sciences" shall mean those subjects as outlined in the Fire Science and Prevention program of study as published in the catalogue of Florida State College at Jacksonville.

A. Each employee in the bargaining unit who has successfully completed at least thirty (30) semester hours toward an Associate of

Arts or Associate of Science degree, with at least twelve (12) of said semester hours to be entirely in the Fire Sciences, shall receive a one hundred dollar (\$100.00) per month pay differential.

- B. Employees assigned to the Rescue Division who have successfully completed at least thirty (30) semester hours toward an Associate of Arts or Associate of Science degree with at least twelve (12) semester hours to be entirely job related in accordance with the list of job related courses established for those employees, shall receive a one hundred_dollar (\$100.00) per month pay differential.
- C. Any pay increment received by an employee after having acquired the initial thirty (30) hours under this college pay incentive plan shall apply only so long as the employee receiving the pay increment continues his/her educational program without any break in enrollments, except for summer sessions. This provision for a continued educational program shall be inapplicable once the employee has acquired the Associate of Arts or Associate of Science degree. The only exception granted shall be for sickness or accidental injury, and only then after asking and receiving exception for such existing condition from a committee to be selected by the Chief of Human Resources and composed of the Director/Fire Chief, the JFRD Chief of Training, and one (1) representative from Local 122.
- D. Each employee in the bargaining unit, who has successfully completed at least sixty (60) semester hours and possesses an Associate of Arts or Associate of Science degree, shall receive a two hundred dollar (\$200.00) per month pay differential.
- E. Each employee in the bargaining unit who possesses a Bachelor of Arts or Bachelor of Science degree shall receive a three-hundred dollar (\$300.00) per month pay differential.
- F. All college credits or semester hours toward an Associate or Bachelor of Arts or Associate or Bachelor of Science degree shall be from a college or university accredited by the Southern Association of Secondary Schools and Colleges or equivalent.
- G. No employee shall receive pay incentive for college credit under the provisions of more than one subsection of this section.

12.5 Pay Incentive for Emergency Medical Technician and Paramedic Certification.

- A. All employees of the bargaining unit who are, or who become, state-certified paramedics, shall receive four hundred fifty dollars (\$450.00) per month incentive pay. State-certified paramedics who

are assigned to the Rescue Division shall receive an additional one hundred fifty (\$150) per month incentive pay for a monthly total of six hundred dollars (\$600.00)

- B. All employees assigned to fire fighter classifications who are, or who become state certified Emergency Medical Technicians (E.M.T.), shall receive one hundred dollars (\$100.00) per month incentive pay.
- C. Loss of E.M.T. or Paramedic certification or loss of privileges under the license of the Medical Director shall result in immediate termination of this incentive pay.
- D. No employee shall receive pay incentive under the provisions of subsections (A) and (B) of this section at the same time.

12.6 Pay Incentive for State Certified Municipal Fire Inspectors.

All personnel permanently assigned to the Fire Prevention Division who are State Certified Municipal Fire Inspectors will receive one hundred dollars (\$100.00) per month incentive pay.

12.7 Pay Incentive for Hazardous Materials Team.

All personnel permanently assigned to the Hazardous Materials Team will receive one hundred dollars (\$100.00) per month incentive pay.

12.8 Pay Incentive for Emergency Operations Center.

All personnel permanently assigned to the Emergency Operations Center will receive one hundred dollars (\$100.00) per month incentive pay.

12.9 Pay Incentive for Special Operations Team.

All personnel permanently assigned to the Special Operations Team will receive one hundred dollars (\$100.00) per month incentive pay.

ARTICLE 13: PROMOTIONS

- 13.1** All promotional examinations shall be assembled, written, and solely administered by an outside testing service.
- 13.2** The passing grade for all promotional examinations shall be seventy percent (70%), except that when the Chief of Human Resources certifies that the seventy percent (70%) passing score results in an adverse impact (as defined by the Federal Uniform Guidelines on Employee Selection Procedures) on any federally protected class, a new validated pass score shall be established using psychometrically sound procedures that are in accordance with the Federal Guidelines on Employee Selection Procedures.
- 13.3** The following seniority credit shall be added to all passing scores for rank of District Chief:
- A.** One-half (1/2) point shall be added for each year of continuous service in the Fire and Rescue Department, up to a maximum of five (5) points.
 - B.** An additional one-half (1/2) point shall be added for each continuous year in the class or position immediately below the class for which the promotional exam is given, up to a maximum of five (5) points.
 - (1)** Provided, however, no such credit will be given when a promotional examination is held for any class of employment which is directly above the entrance level.
 - (2)** The entrance level shall be construed as the lowest entrance level at which the employees or any portion thereof participating in such promotional examination entered the service of the Fire and Rescue Department.
- 13.4** All persons with a passing score shall be ranked by resulting numerical score, with the person attaining the highest score ranked first. The top name of the list shall be certified first.
- 13.5** The life of a promotional list shall be two (2) years.
- 13.6** Any person may be removed from the promotional list after three (3) offers of a probationary appointment have been declined.
- 13.7** In the absence of a certified promotional list, there shall be no more than six (6) months between the date of the first opening and the next examination for these positions.

- 13.8** Line of Promotion is as follows: From Captain to District Chief.
- 13.9** Standard external reading lists for promotional examinations shall be established for all promotional classifications within the Jacksonville Fire and Rescue Department. JFRD will furnish all station/work location libraries with copies of reading list books and materials. These materials will be maintained by the station/work location head who will be responsible for establishing a check-out system to account for materials and provide for equal access to them. The Director/Fire Chief can amend the reading lists as necessary, with the understanding that such amendments will be announced at least ninety (90) days prior to any affected promotional examination. The ninety (90) day limitation will not apply to fine-tuning the contents of the list, e.g., updating edition numbers.
- 13.10** The City and the exam consultant will score standardized exam sheets at the exam administration site, and provide raw scores to examinees subject to the following:
- A.** Raw scores do not include points added for seniority or for military service where applicable and therefore may not accurately reflect an examinees' ranking on the final list.
 - B.** Raw scores do not include the result of exam protest committee determinations, if any, and therefore may not accurately reflect an examinee's ranking on the final list.
 - C.** Technology used to score standardized exam sheets is affected by the quality of markings made on the exam papers. Erasures, ambiguous markings, and extraneous marking on exam sheets may adversely affect the ability to provide immediate scores. In such cases, hand scoring may be required which can delay delivery of results to examinees.
 - D.** The ability to score exam sheets at the exam site is dependent upon the availability of operational equipment. Delays in providing scores to examinees can result from equipment malfunctions or breakdowns.
- 13.11** The following shall apply for demotion or reversion in rank caused by a reduction-in-work-force or a shortage of funds:
- A.** The last candidate promoted from an internal eligibility list shall be the first to receive a demotion/reversion in rank. If there is more than one member that must be demoted/reversed in rank, the order shall continue from the last candidate promoted to the first candidate promoted.

- B.** When a vacancy occurs in a position/rank from which members have been demoted/reversed in rank, promotion to said vacant position/rank shall be made from the list of members demoted/reversed in rank with the last member demoted/reversed in rank promoted first, regardless of the expiration date of the internal eligibility list from which said members were originally promoted.

ARTICLE 14: EMPLOYEE BENEFITS

- 14.1** Employees who are required to use a private vehicle in the performance of their duties shall be reimbursed for the use of that private vehicle at the rate provided by ordinance.
- 14.2 A.** The **Employer** shall repair or replace an employee's prescription eyeglasses, contact lenses, and personal watches when all of the following conditions are met:
- (1) the item was damaged or lost as a result of the employee's performance of his/her duties;
 - (2) the damage or loss was not a result of the employee's own negligence, or failure to use proper protective equipment;
 - (3) the employee immediately reports the damage or loss to the person in charge at the emergency or work location, in writing within twenty-four (24) hours after the occurrence of the damage or loss, on a form provided for this purpose; and
 - (4) the person in charge at the emergency or work location certifies in writing that the damage or loss occurred as a result of the employee's performance of his/her duties, and that the employee is entitled to repair or replacement of the item under the provisions of this section.
- B.** When the conditions of Section 14.2(A) are met, the **Employer** shall either repair or replace the prescription eyeglasses, contact lenses, or personal watch, whichever results in a lower cost to the **Employer**.
- C.** The **Employer** shall not be required to repair or replace jewelry (other than the employee's personal watch), telephones, pagers or other electronic devices.
- D.** In no event shall the **Employer** be required to pay more than three hundred dollars (\$300.00) toward the repair or replacement of any item that is covered by this section and no more than one hundred dollars (\$100.00) toward the repair or replacement of the employee's personal watch.
- 14.3** Any employee utilizing a private vehicle who is required to report to a station other than his/her regular work station shall be paid an eight (\$8.00) dollar transfer payment. This payment will be made for the first transfer to each different station. Payment will not be made for subsequent consecutive transfers to the same work location, providing the

employee has been advised of subsequent consecutive transfers. Employees shall receive transfer payments quarterly, within thirty (30) days of request for such payment.

- 14.4 Employees shall submit quarterly requests for reimbursement for automobile allowance, mileage payments, and tolls. The **Employer** will reimburse the employee for these expenses within thirty (30) days after submission of the request for reimbursement.
- 14.5 Each employee assigned to a shift schedule who is on duty on the day of any regular, general, or special election in Duval County, may be permitted to take one (1) hour leave with pay for the purpose of casting his/her ballot, provided all of the following requirements are met:
- A. the employee is a registered voter in Duval County;
 - B. the employee's supervisor approves the leave (which approval shall not be unreasonably withheld); and
 - C. allowing the leave will not adversely affect the staffing requirements of the Fire and Rescue Department.
- 14.6 In the event of an employee's death, the **Employer** will pay all accrued overtime, vacation leave, holiday leave, and other terminal leave benefits to which the employee is entitled. Payment will be made in accordance with the employee's will.

If there is no will, then payment will be made in the following sequence:

- A. To the wife or husband;
 - B. To any child or children over the age of eighteen (18);
 - C. To the designated guardian if the child or children are under the age of eighteen (18);
 - D. The father or mother,
 - E. To the designated administrator of the deceased employee's estate.
- 14.7 The **Employer** will provide a choice of comprehensive group health plans, which will include one high deductible health plan at no cost to the employee. Effective January 1, 2011, employees will be required to pay five percent (5%) of the actual cost of any health plan selected other than the high deductible plan. In addition, the **Employer** will pay fifty percent (50%) of the actual cost of comprehensive medical coverage of

eligible dependents; the employee will pay the remaining fifty percent (50%) of the cost.

- 14.8** The **Employer** agrees to provide a payroll deduction process that is available to employees in the bargaining unit for various employee plans. These plans shall be administered by an "Agent of Record", which "Agent of Record" shall be designated by the **Union**. The **Employer** will assess a charge not to exceed four cents per deduction per payroll. The **Union** will indemnify, defend, and hold the **Employer** harmless, against any claim made and against any suit instituted against the **Employer** on account of any deduction made pursuant to this section.
- 14.9** The **Employer** agrees to pay a premium of exactly ten dollars (\$10.00) per month, per employee covered by this Agreement for the purpose of providing partial payment of a comprehensive dental health plan for the employees and their dependents.
- 14.10** The **Employer** shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times annual salary, with double indemnity clause for accidental death and dismemberment for those employees covered by this Agreement. It shall further provide for the employee, at his/her option to purchase group term insurance, at the expense of the employee, under the same policy, for either one or two times annual salary, with a double indemnity clause for accidental death or dismemberment. Benefits may be reduced at age 65, to 65% of the benefits under the policy.
- 14.11 Supplemental Benefit:**
- A.** A forty-eight dollar (\$48.00) monthly meal allowance payable quarterly shall be paid to employees who work a fifty-six (56) hour work schedule.
 - B.** A forty-eight dollar (\$48.00) monthly supplemental cleaning allowance payable quarterly shall be paid to employees who work a forty (40) or forty-two (42) hour work schedule. The supplemental cleaning allowance shall be in addition to the dry-cleaning and laundering allowance provided for in Section 15.5.
 - C.** The maximum supplemental benefit payable pursuant to this section shall be forty-eight dollars per month. Under no circumstance shall any employee receive greater than the maximum of forty-eight dollars (\$48.00) per month under any provision of this section.

ARTICLE 15: UNIFORMS AND EQUIPMENT

- 15.1** The **Employer** shall furnish new employees the entire initial uniform and turnout gear, as set forth by the Fire and Rescue Department Rules and Regulations, Standard Operating Procedures and Standard Administrative Procedures. The issuance, use and appearance of uniforms, turnout gear, personal linen and fire fighting safety equipment shall be governed by Fire and Rescue Department Regulations.
- 15.2** In subsequent years after initial employment, the **Employer** shall issue uniforms consistent with JFRD uniform issuance procedures.
- 15.3** Fire fighting safety equipment issuance (turnout gear, helmet, breathing equipment, boots, etc.) shall not be subject to the provisions of Section 15.2 above. It shall be furnished by the **Employer** subject to the Fire and Rescue Department regulations governing the same. If, for any reason, the **Employer** cannot provide fire fighting safety equipment as indicated above, the employee shall not be considered as staffing for the day or days he/she is without this equipment and shall not suffer loss of pay or benefits. The **Employer** shall retain ownership of the fire fighting safety equipment.
- 15.4** The **Employer** shall pay a dry cleaning and laundering allowance in the sum of one hundred dollars (\$100.00) quarterly. An employee is eligible for this allowance if he/she has worked or was on paid leave at least ten (10) days in each month of the quarter. Quarterly allowances shall be paid not later than the tenth (10th) day of the next month following the end of the quarter.
- 15.5** An employee who is on temporary or permanent assignment which requires the use of non-uniform type of clothing during duty hours shall be entitled to a quarterly clothing allowance, but only if he has worked or was on paid leave for at least ten (10) twelve-hour shifts during each month of the quarter. This clothing allowance shall be the sum of two hundred dollars (\$200.00). Any clothing allowance payable under this section shall be paid not later than the tenth (10th) day of the next month following the end of the quarter.
- 15.6** Upon his/her time service retirement, an employee who has been issued a helmet and turnout gear shall be entitled to keep same without charge.

ARTICLE 16: SAFETY AND HEALTH

- 16.1 A. The **Employer** strives to provide a safe and healthy work environment for employees by minimizing exposure to known risks and by providing employees with the tools, equipment, protective devices, and training needed to perform their jobs safely.
- B. Employees have the obligation to maintain themselves in a state of physical and mental preparedness to discharge the rigors of the job; to participate in training sufficient to maintain currency; to properly utilize tools, equipment, and protective devices and to use proper procedures including universal precautions, so as to perform their duties safely.
- C. It is not the **Employer's** policy to expose employees to unnecessary hazards in the course of their employment nor to compensate employees for exposing themselves to risks and hazards due to unsafe work practices. Similarly, the **Employer** has a joint interest with employees in minimizing both the personal injury and harm and the expense that results from accidental injury in the course and scope of employment. The best way to accomplish this is through a mutual commitment to a safe work environment characterized by consistent adherence to safe work practices.
- 16.2 The parties mutually agree to the following in proactive furtherance of that commitment:
- A. The **Employer** will comply with all applicable federal, state, and local laws and regulations related to safety, health, sanitation, and working conditions.
- B. The **Employer** will designate a Health and Safety Officer in accordance with standards established in National Fire Protection Association (NFPA) Standards (1500, 1521, et al). The Health and Safety Officer may make written recommendations to the Director/Fire Chief on matters relating to health and safety and safety equipment, and shall provide copies of the recommendations to the IAFF. Such recommendations may provide the basis for improvements in safety practices, procedures, and equipment.
- C. The Fire Rescue Department will establish an internal occupational safety committee to which the **Union** will appoint three (3) members from the Firefighters-Captains bargaining unit and a member from the Fire Chiefs bargaining unit. The **Union** will notify the **Employer** of their assigned representatives, including any changes during the life

of this Agreement. With prior notice to all members, the Safety Committee shall meet from time to time to research, develop and make recommendations to reduce and eliminate the most frequent and costly occupational injuries and to study and review matters relating to health and safety equipment. Committee recommendations shall be furnished in writing to the Director/Fire Chief and to the IAFF. Such recommendations may provide the basis for improvements in safety practices, procedures, and equipment.

- D. The Fire Rescue Department will provide protective devices, wearing apparel, and other equipment to protect employees from injury.
 - E. The Fire Rescue Department will provide, on a voluntary basis, at no charge to the employee, inoculations for prevention of Hepatitis A, Hepatitis B, Tetanus, and Tuberculosis.
 - F. In accordance with the Department's Rules and Regulations, Standard Administrative Procedures (SAP's), and Standard Operating Guidelines (SOG's), employees will properly use protective devices, apparel, and equipment provided to them. Failure to do so will be grounds for discipline.
 - G. Employees will maintain a level of health and fitness that will enable them to safely perform the essential requirements of their duties in the fire services.
- 16.3** The **Employer** will implement an incentive program to recognize and reward reductions in lost time injury accidents, workers' compensation expenses, and other appropriate measures of increased safety and reductions in injuries and costs resulting from job-related accidents. Employee participation in such program shall be mandatory.

ARTICLE 17: INJURY IN LINE OF DUTY

- 17.1** In addition to benefits payable under the Workers' Compensation Law of the State of Florida, the **Employer** shall provide the following benefits to an employee who sustains a temporary disability as a result of accidental injury in the course and scope of employment.
- A.** The City will make a supplemental payment in an amount equal to the difference between his/her net take-home pay and the Workers' Compensation payable for up to the first twenty (20) working days of such temporary disability as certified by the **Employer's** Workers' Compensation physician. Provided, however, that in no event shall any employee realize more than his/her net after-tax take-home pay as a result of receiving both Workers' Compensation and supplemental benefit.
 - B.** Thereafter, the Director of Fire Rescue/Fire Chief may, in his/her sole discretion (which discretion shall not be subject to contest or arbitration), continue the supplemental pay by incremental periods of up to twenty (20) working days. The extension of supplemental payments by the Director shall be based on criteria developed by the Director. The development of criteria to be used in determining whether there is to be an extension of supplemental payments shall be at the sole discretion of the Director and shall not be subject to contest or arbitration.
- 17.2** Any supplemental payments received under this Article shall be discontinued upon the earliest date that one of the following events occurs:
- A.** When the employee has been denied an extension of supplemental payments by the Director;
 - B.** When the employee has received supplemental payments for twenty-four (24) weeks;
 - C.** When the Employer's Workers' Compensation physician makes a medical determination that the employee can return to full duty or a limited duty assignment; or
 - D.** When the Employer's Workers' Compensation physician makes a medical determination that the employee will not be able to return to full duty.

- 17.3 Following discontinuation of supplemental pay, the employee shall be compensated in accordance with applicable provisions of the Workers' Compensation Laws of the State of Florida, and/or by his/her applicable pension and/or leave benefits. The **Employer** (Director/Fire Chief or his/her designee) in its sole discretion, which discretion cannot be changed or modified by an arbitrator, may provide a defined extension to the twenty-four (24) week period, not to exceed twenty (20) days for each extension.
- 17.4 An employee injured in the course and scope of employment shall be examined no less often than every twenty (20) working days [ten (10) shifts] by the **Employer's** Workers' Compensation physician who shall make a determination as to whether the employee is able to return to a limited duty assignment or to full duty. In the event of a 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 arbitration under the Agreement.
- 17.5 An employee who is injured in the line of duty, shall be assigned a Workers' Compensation Pay Code and, for administrative and reporting purposes, shall be assigned to a five (5) day, forty (40) hour schedule effective 8:00 a.m., on the start of the next pay period following the date of the injury. This schedule shall continue during any limited duty assignment and until the Employer's Workers' Compensation physician has released the employee to return to full duty.
- 17.6 The Chief of Human Resources, in consultation with the Director of Fire Rescue/Fire Chief, may temporarily reassign an employee who is temporarily partially disabled from performing the duties of his/her classification due to an on-the-job-injury to other duties which he/she is qualified to perform, upon a determination by the Employer's Workers' Compensation physician that the employee has not yet reached Maximum Medical Improvement but is able to return to a limited duty assignment. Such temporary assignment shall be without reduction in pay or benefits in accordance with the Civil Service and Personnel Rules and Regulations and other applicable laws and regulations.
- 17.7 Employees shall participate in safety programs, contests and incentive programs that return workers' compensation cost savings to those sites with improvements in accident rate experience.
- 17.8 Workers' Compensation benefits other than Supplemental Pay shall be subject to and governed by the provisions of Chapter 440, Florida Statutes.

ARTICLE 18: HOLIDAYS

- 18.1 A.** The Fire and Rescue Department shall observe² the following days as legal holidays established by applicable Council ordinances:

Date	Event
November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December 24th	Christmas Eve
December 25th	Christmas Day
January 1st	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Personal Holiday ³	
Any day declared a holiday by Ordinance of the Council or Proclamation of the Mayor.	

- B. (1)** The holiday shall commence at the designated hour on the date of the holiday and shall continue for twenty-four (24) uninterrupted hours for all shift employees.

Type of Employee	Hour of Commencement
56 hour shift employee	0800
12 hour shift employee (Communication Center)	0001
40 hour employees	0800

- (2)** All other employees not defined as shift employees shall take holiday time at the dates and the hours that the City of Jacksonville observes the holidays designated in Section 18.1(A).

- 18.2** In lieu of the holidays designated in Section 18.1(A), employees assigned to a forty-two (42) hour work week shall be credited on January 1 of each year with twelve (12) eight (8) hour days as holiday leave.

²For the purpose of this article, "observe" means that the employee will report for duty if scheduled for duty on such holiday, and will thereafter be compensated for having worked a holiday as is provided in this Article.

³The personal holiday shall be taken at the option of the employee, provided scheduling is approved by the appropriate Division Chief.

- 18.3** In lieu of the holidays designated in Section 18.1(A), employees assigned to a fifty-six (56) hour work week shall be credited on January 1 of each year with twelve (12) twelve (12) hour shifts as holiday leave.
- 18.4** In the event of transfer within the Fire and Rescue Department, charges for holiday time shall be based on the activity to which the employee is assigned when the holiday is taken.
- 18.5** Holiday leave for employees assigned to the forty-two (42) or fifty-six (56) hour work weeks shall be taken subject to application to and the approval of the appropriate Division Chief.
- 18.6** When a non-shift employee assigned to a forty (40) hour work week is required to work on a day that is designated a holiday under Section 18.1(a), he/she shall be: (a) compensated at time and one half for each of the first eight (8) hours that he/she works on that day; and (b) credited with eight (8) hours special holiday pay for the designated holiday.
- 18.7** When a shift employee assigned to a forty (40) hour work week is required to work on a holiday as designated in Section 18.1(a), he/she shall be compensated at the Holiday Premium Rate for the eight (8) hour period beginning 0800.
- 18.8** When any Prevention Division (Arson Investigation) employee assigned to a forty-two (42) hour work week is required to work on a day that is designated a holiday under Section 18.1(A), he/she shall be compensated at the Holiday Premium Rate for each of the first four (4) hours that he/she works during the eight hour period from 1400 until 2200 hours.
- 18.9** When any employee assigned to a fifty-six (56) hour workweek is required to work on a day that is designated a holiday under Section 18.1(A), he/she shall be compensated at the Holiday Premium Rate for each hour that he/she works during the twelve hour period from 0800 until 2000 hours.
- 18.10** "Holiday Premium Rate" shall mean one-half (1/2) times the employee's regular rate of pay.
- 18.11** Should an employee be transferred from a fifty-six (56) hour work week to a forty (40) hour work week, any hours of accrued holiday leave shall be computed by multiplying by the conversion factor .71429 (40/56). If the employee is transferred from a forty (40) hour work week to a fifty-six (56) hour work week, any hours of accrued holiday leave shall be computed by multiplying by the conversion factor 1.400 (56/40).

18.12 Sale of Holiday Leave Credits

- A. An employee who does not use all of the holiday leave accrued during the year may be paid for all or part of the difference, on a percentage basis, between the amount of holiday leave accrued and the amount of holiday leave used for that fiscal year on an hour-for-hour basis.
- B. To receive such payment, the employee must make an irrevocable election of the percentage to be sold. This election must be made prior to the start of the year in which the holiday leave is accrued. Employees may access the Resource Management System for thirty (30) calendar days prior to the established deadline for making the election.
- C. Payments will be made on the first pay period in January in the year following the year in which the holiday leave was accrued at the employee's current regular rate of pay.
- D. Employees otherwise eligible for this option who do not elect to sell a percentage of holiday leave by the deadline, or who are hired subsequent to the deadline in the year, will not be permitted to sell any holiday leave. Holiday leave not paid to the employee will be transferred to the employee's annual leave account on a day-for-day basis.

18.13 When an employee who has been assigned to a forty-two (42) or a fifty-six (56) hour work week leaves the employment of the **Employer**, the **Employer** may recover, from any monies owed to the employee, an amount equal to the difference between:

- A. The value of the holiday leave used by the employee during the year, determined according to the employee's regular rate of pay; and
- B. Holiday leave credited to the employee in excess of what the employee would have been entitled to for that portion of the year on a *pro rata* basis.

ARTICLE 19: PERSONAL LEAVE (PLAN E)

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

- A.** Employees hired on or after October 1, 1968, and prior to July 31, 1989.
- B.** Employees hired prior to October 1, 1968, but who chose not to remain subject to former sick leave and terminal leave policies in April, 1969.
- C.** Employees hired prior to October 1, 1968, but who chose on or before December 15, 1979, to become subject to this provision.
- D.** Those employees who elected to use their option and participate in the personal leave plan shall remain in said plan until such time as this personal leave plan or policy is changed. Then said employees shall have the right to exercise their option as to which plan they wish to participate in.

19.2 A. Employees shall accrue personal leave according to the following schedule on a biweekly basis.

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

- B.** The rate of accrual shall change to a higher rate on the employment anniversary date.
- C.** Employees shall accrue and be charged for actual hours used in accordance with the following schedule:

56 hour shift employees	one (1) day equals 11.2 hours for accrual, usage and payoff ⁴
40 hour shift employees	one (1) day equals 8 hours
For all other personnel	one (1) day equals 8 hours

⁴ 1 hr. = .93, 2 hrs. = 1.87, 3 hrs. = 2.80, 4 hrs. = 3.73, 5 hrs. = 4.67, 6 hrs. = 5.60, 7 hrs. = 6.53, 8 hrs. = 7.46, 9 hrs. = 8.40, 10 hrs. = 9.33, 11 hrs. = 10.26, 12 hrs. = 11.20

- 19.3** Employees, when eligible and authorized, may use their personal leave for any reason they deem necessary as provided in Section 19.4. Authorization shall not be unreasonably withheld.
- 19.4** Accrued personal leave for other than vacation purposes may be taken at any time when authorized by the appropriate officer in charge and the Director/Fire Chief or his/her designee. Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave of two (2) or more consecutive working shifts or days. Requests for personal leave of less than two (2) consecutive working shifts or days must be submitted in writing for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness. In the latter case, written requests will be submitted as soon as practicable.
- 19.5** Personal leave shall accrue to a maximum of one hundred twenty (120) days.

A. Rollback

The **Employer** will compensate the employee on a day for day or shift for shift basis for any personal leave days accrued over that amount each year. For the purpose of determining annual leave accrued and/or payments, a year shall be from October 1 to September 30.

These payments shall be made no later than the first pay day in December at the September 30 rate of pay.

B. Sellback

An employee who does not use all of the personal leave accrued in a fiscal year-may be paid for the difference between the amount accrued for that fiscal year and the amount used on a day for day or shift for shift basis.

- C.** To receive such payment, the employee must make an irrevocable election by the end of the fiscal year preceding the fiscal year in which the leave is accrued. For example, for leave accrued during fiscal year 2009-2010, the irrevocable election must be made on or before September 30, 2009, and the payment will be made after the end of the 2009-2010 fiscal year, but shall be made no later than the first pay day in December at the September 30 rate of pay, in accordance with administrative procedures established by the City of Jacksonville.

- D.** Such payment is not available to an employee who would have less than seven (7) accrued personal leave days remaining after such payment.

- 19.6 The minimum amount of personal leave to be taken and charged shall be one (1) hour for regular forty (40) hour per week employees and three (3) hours for fifty-six (56) hour per week shift employees.
- 19.7 Should a holiday provided for in Article 18 fall within an employee's scheduled personal leave period, an additional working day or equivalent portion of a shift shall be allowed, and such working day or portion of a shift shall be scheduled and taken off in accordance with the procedure set forth for holidays.
- 19.8 If an extended illness causes an employee to use all of his/her accrued personal leave, then such employee may use days previously transferred to the employee's retirement account pursuant to Section 19.5(c).
- 19.9 A. An employee must notify the Fire and Rescue Department as early as possible, and no later than thirty (30) minutes before starting time the first day the employee is unable to report for work because of illness. When notifying the Fire and Rescue Department, the employee will furnish adequate explanation of the nature of his/her illness and the approximate amount of time he/she will be absent. Absences because of illness are subject to investigation by the appropriate supervisor, which may include the requirement of a doctor's certificate. An employee will be counseled whenever a pattern clearly develops where the employee is abusing personal leave taken for illness.
- B. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. This examination will be conducted on the **Employer's** time, and the **Employer** will pay for any medical or psychological exam so required. On the date of the examination, the employee will not be required to report to his/her regular duty assignment.
- 19.10 Employees may be granted up to four (4) hours off without loss of pay as funeral leave to attend the funeral of an employee of the Fire and Rescue Department, when authorized by the Director/Fire Chief.
- 19.11 Upon termination, which includes resignation and discharge not for cause, the 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.
- 19.12 Upon retirement of an employee (including vesting under the pension law), the 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) above 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, shall be eligible for legal holidays, any general salary increases, and performance/step increases.
 - E. While on retirement leave, an employee shall not accrue personal leave, but shall be eligible for legal holidays and any general salary increases, but not performance/step increases.
 - F. If the employee elects not to take leave, the leave account shall be paid for in one lump sum, on a day-for-day basis.
- 19.13 A.** Upon the death of an employee, the employee's next of kin or state, as determined in accordance with the law, shall be paid for all accrued personal and retirement leave on the basis of one day's pay for each day in said accounts.
- B. At the time of a death of a member of the employee's immediate family (as defined by the Civil Service and Personnel Rules and Regulations)⁵ a forty-hour employee shall receive up to three (3) days off without loss of pay, and a fifty-six hour employee shall receive a twenty-four (24) hour shift off without loss of pay, as bereavement leave, not otherwise chargeable.

⁵The Civil Service and Personnel Rules and Regulations, as revised on October 1, 2010, define immediate family as follows:

IMMEDIATE FAMILY - An individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, step parents, step children, and other relatives who permanently reside with the individual.

ARTICLE 20: PERSONAL LEAVE (PLAN P)

20.1 This Article shall apply to all permanent, probationary and provisional employees employed on or after July 31, 1989.

20.2 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 months through 4 years	20
5 years through 9 years	23
10 years through 14 years	26
15 years through 19 years	29
20 years through 24 years	32
25 years or more	35

The rate of accrual shall change to the higher rate on the date of the employment anniversary. Employees shall accrue and be charged for actual hours used in accordance with the following schedule:

56 hour shift employees	one (1) day equals 11.2 hours for accrual, usage and payoff ⁶
40 hour shift employees	one (1) day equals 8 hours
For all other personnel	one (1) day equals 8 hours

B. Employees shall earn leave time based on time actually worked and time on approved leave with pay.

C. Personal leave will be credited to the employee at the rate stated in Section 20.2(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 anniversary date of employment occurs.

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

⁶ 1 hr. = .93, 2 hrs. = 1.87, 3 hrs. = 2.80, 4 hrs. = 3.73, 5 hrs. = 4.67, 6 hrs. = 5.60, 7 hrs. = 6.53, 8 hrs. = 7.46, 9 hrs. = 8.40, 10 hrs. = 9.33, 11 hrs. = 10.26, 12 hrs. = 11.20

- 20.4 Employees, when eligible and authorized as provided in Sections 20.5 through 20.7, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave days earned.
- 20.5 Requests for personal leave must be submitted in writing for approval at least two (2) weeks in advance for personal leave requests of two (2) or more consecutive working shifts or days. Requests for personal leave of less than two (2) consecutive working shifts or days must be submitted in writing for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness. In the latter case, written requests shall be submitted as soon as practicable. Requests for leave of any nature, as provided for above, shall not be unreasonably denied.
- 20.6 The minimum amount of personal leave to be taken and charged shall be one (1) hour for forty (40) hour per week employees, and three (3) hours for fifty-six (56) hour per week shift employees, when authorized by the appropriate officer in charge and the Director/Fire Chief or his/her designee. 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.
- 20.7 A. An employee must notify the Fire and Rescue Department as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report for work because of illness. When notifying the Fire and Rescue Department, the employee will furnish adequate explanation of the nature of his/her illness, and the approximate amount of time he/she will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor, which may include the requirement of a doctor's certificate. An employee will be counseled whenever a pattern clearly develops when an employee is abusing personal leave taken for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually.)
- B. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required by the employee's classification. This examination will be conducted on the **Employer's** time, and the **Employer** will pay for any medical or psychological exam so required. On the date of the examination, the employee will not be required to report to his/her regular duty assignment.

- 20.8** Upon retirement, or termination following the completion of ten (10) years of service, the employee shall be paid for all unused accrued personal leave on a day for day basis.
- 20.9** Upon termination of employment with less than ten (10) years of service for other than retirement, the employee shall be paid for seventy-five percent (75%) of all unused accrued personal leave on a day-for-day basis.
- 20.10** Employees may be granted four (4) hours off without loss of pay as funeral leave to attend the funeral of an employee of the Fire and Rescue Department, if so authorized by the appropriate District Chief.
- 20.11 A.** Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with the law, shall be paid for all accrued personal and retirement leave on the basis of one day's pay for each day in said accounts.
- B.** At the time of a death of a member of the employee's immediate family (as defined by the Civil Service and Personnel Rules and Regulations)⁷ a forty-hour employee shall receive up to three (3) days off without loss of pay, and a fifty-six hour employee shall receive a twenty-four (24) hour shift off without loss of pay, as bereavement leave, not otherwise chargeable.

⁷ The Civil Service and Personnel Rules and Regulations, as revised on October 1, 2010, define immediate family as follows:

IMMEDIATE FAMILY - An individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, step parents, step children, and other relatives who permanently reside with the individual.

ARTICLE 21: MILITARY LEAVE

- 21.1** Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual training for active or inactive duty, shall be allowed not more than two-hundred and forty (240) working hours of military leave, with pay, annually for this purpose. Military leave shall not be deducted from annual leave. No employee shall suffer loss of privileges or compensation as a result of such leave.
- 21.2** Employees requesting military leave are responsible for notifying their supervisors as soon as possible of the dates for such leave. The employee shall provide his/her supervisor with a copy of the official set of orders at the time he/she requests military leave.
- 21.3** Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training throughout the year in excess of the allowable two-hundred and forty (240) working per year, must apply for leave to attend these military training assemblies when they are scheduled to be on duty. Such leave will be without pay unless the employee takes vacation or other paid leave to which he/she is entitled. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for training assemblies which conflict with their work schedules so that an appropriate substitute may be scheduled or other arrangements made. Official orders shall accompany requests for leave.
- 21.4** The annual period for purposes of this Article shall be from October 1 through September 30.

ARTICLE 22: DRUG ABUSE POLICY AND PROCEDURES

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

22.1 Definitions

- A. "Drug abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- B. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription issued in the name of the employee by a licensed health care practitioner.
- C. Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (the DHHS Guidelines) means those guidelines as printed in the June 9, 1994 Federal Register (59 FR 29908), as they may be amended from time to time.
- D. "Reasonable suspicion" means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted.
- E. "Prohibited alcohol use" means using or being under the influence of alcohol or alcoholic beverages, on duty.

22.2 Circumstances When Testing May be Required

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

- A. As part of the initial screening process for employment applicants.
- B. As part of an employee's annual physical examination.

- C. Whenever an employee is promoted.
- D. Whenever two managerial employees concur that there is a reasonable suspicion that an employee is using, or under the influence of, illegal drugs or alcohol or in possession of illegal drugs while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public.
- E. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability of, or loss to the **Employer**.
- F. At any time within one year after an employee has been counseled or otherwise disciplined because of a problem with illegal drugs, or within one year after an employee has tested positive for the presence of illegal drugs.
- G. As part of a Random Drug and Alcohol Testing Program applicable to employees in safety-sensitive positions.
 - (1) The parties agree that all current positions within this bargaining unit are designated as "safety-sensitive."
 - (2) The parties recognize that because of the need for employees within the Fire Department to work closely together in groups that are assigned to the same shift and equipment/apparatus, selecting one employee for random testing is disruptive to operations. In order to minimize interruptions caused by selecting individual employees at random for testing, the Employer's Random Drug and Alcohol Testing Program will randomly select groups of employees, by unit (defined as the group of employees assigned to designated equipment or apparatus on the same shift) for testing. That is, all units will be placed in a pool from which the random selection is made. When a unit is selected for random drug and alcohol testing, all employees assigned to the unit will be sent for testing at that time.
 - (3) It is agreed that the same employee will not be tested through the Random Testing Program more than twice in any 12 month period.

22.3 Testing Procedures

- A. Whenever an employee is required to provide specimens for drug testing procedures, the employee shall be required to provide one specimen (large enough to provide two (2) separate samples) at the time of collection in order to facilitate the testing procedures described in this section. The **Employer** shall follow chain of custody procedures consistent with the DHHS Guidelines.
- B. In testing for the presence of illegal drugs, the threshold level or cut-off limit for initial screenings and confirmation tests shall be established in accordance with the DHHS Guidelines, or in accordance with generally accepted medical procedures, where such limits have not been established by the DHHS Guidelines. The levels established by DHHS which are in effect as of the date of any given test shall govern.
- C. The **Employer** shall follow the following procedures to the extent that they are not inconsistent with the DHHS Guidelines:
- (1) The **Employer** shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required.
 - (2) If the results of the initial test provided for in Section 22.3(c)(1) are positive, the **Employer** will submit the sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The **Employer** will not notify any person about the initial positive result, until it has been confirmed as provided for in this section.
- D. If the results of the confirmation test for illegal drugs that is provided for in Section 22.3(c)(2) are positive, as confirmed by a qualified medical review officer, the **Employer** shall promptly notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **Employer** may take corrective and rehabilitative action as provided for in this Article, and/or disciplinary action where appropriate.
- E. In testing for the presence of alcohol, the **Employer** will use either a generally-accepted blood test procedure which produces quantitative results showing the amount of alcohol present in the blood, or a generally-accepted breath analysis procedure using breath analysis equipment that conforms to Department of Health and Human Service (DHHS) Mandatory Guidelines for Federal

Workplace Drug Testing Programs (DHHS) and to applicable state statutes. Alcohol will be confirmed using gas chromatography (GC).

22.4 Rehabilitative/Corrective Action

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

22.5 A. The **Employer** will pay the cost of any physical examinations and tests required by this Article.

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

22.6 Training

- A. **Employer** and **Union** representatives shall receive training to ensure that they understand their roles and responsibilities in implementing this Article.

- B. Such training shall include behavioral observation techniques for detecting reduced job performance, and impairment or change in employee behavior; techniques for recognizing drugs, drug paraphernalia, and the indications of the use, sale, or possession of drugs; and the procedures for referral to the employee assistance program.
- C. The lack of such training shall not affect the validity of any "reasonable suspicion" determination.

22.7 Union Held Harmless

This drug-testing program was initiated at the behest of the **Employer**. The **Union** shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program, and the **Employer** shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Article.

ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM

- 23.1** The **Employer** shall request all recruits to bring their families with them to Employee Assistance Program (E.A.P.) orientation classes at the training academy.
- 23.2** E.A.P. counselors shall not release any information regarding an employee's personal, emotional, or health problems to anyone without the written permission of the employee, except as provided by law.
- 23.3** E.A.P. staff shall not provide anyone with the name of any employee, family member, or dependent who uses E.A.P. services without the written permission of the employee, except as provided by law.
- 23.4** Whenever the **Employer** determines that it will consider entrance into the E.A.P. as part of any disciplinary action, the **Union** will be advised so that it may participate and advise the employee at the conference at which the employee elects that option. If the employee elects to participate in the E.A.P. as part of any such disciplinary action, the only information about such participation which may be presented before the Civil Service Board or before any arbitrator in any subsequent proceeding will be a stipulation that the **Employer** has previously given the employee an opportunity to take corrective action. The fact of the employee's prior participation in the E.A.P. shall not be otherwise disclosed to the Civil Service Board or to any arbitrator, and both the Civil Service Board and any arbitrator shall be prohibited from any further inquiry beyond the stipulation.
- 23.5** The **Employer** may appoint a Fire Department Chaplain selected by the **Employer**. The **Employer** shall provide the Chaplain with a pager or a radio for his/her motor vehicle.
- 23.6** A committee comprised of the Director/Fire Chief, E.A.P. Director, Fire Department Chaplain, and **Union** President or his/her designee shall recommend to the **Employer** further policies which may govern the E.A.P. for the bargaining unit. The recommendation shall be advisory only. The subject matter which may be included in such recommendation may include, but is not limited to:
- A.** Drug Abuse
 - B.** Alcohol Abuse
 - C.** Critical Incident Debriefing
 - D.** Immediate Family Loss Counseling

- E. Financial Problems
- F. Stress
- G. Marital Problems
- H. Infectious Disease Exposure

ARTICLE 24: DISCHARGE AND DISCIPLINE

24.1 Procedures Governing Discipline

The procedure for suspensions without pay, dismissals, reprimands, and demotions with reduction in compensation shall be as outlined in the Civil Service and Personnel Rules and Regulations now in effect or as they may be amended from time to time, unless the employee elects to follow the provisions contained in the grievance procedure of this Agreement. An employee who elects to follow the grievance procedure contained in this Agreement waives all rights contained in the Charter of the City of Jacksonville and the rules adopted by the Civil Service Board for administration.

24.2 Informal Inquiries

For purposes of this Article, the term "informal inquiry" shall mean a meeting between a supervisor or manager and an employee against whom an allegation has been made, or to discuss the facts of a given situation to determine whether or not there should be a formal investigation. By definition, an informal inquiry is preliminary in nature, and takes place prior to a determination as to whether the situation warrants the issuance of discipline. Informal inquiries will generally be used by Lieutenants, Captains, and District Chiefs for fact finding in the field. The parties agree that such inquiries should not be hindered by unnecessary procedural formality. However, nothing in this Section shall prohibit or restrict informal fact finding inquiries by Division Chiefs and above, provided appropriate due process protections as set forth herein are provided upon request of the employee.

24.3 Formal Investigation

For purposes of this Article, the term "formal investigation" shall mean an investigation ordered by a supervisor or manager following a determination that a situation occurred which may result in discipline. Formal investigations are conducted to gather evidence of misconduct. By definition, a formal investigation occurs when charges and/or specifications are under consideration, and the investigation is conducted for the purpose of determining the specific charges and the proposed penalty.

24.4 Rights of Employees During Formal Investigations

When a member of the Fire and Rescue Department who is the subject of a formal investigation is questioned in reference to a potential disciplinary matter, he/she shall be presented with any and all evidence relating to

the matter under question. In particular, he/she shall be informed of the following:

- A. The charges and specifications which are under consideration;
- B. The identity of the party bringing the charges, including the name of the original complainant; and
- C. That he/she is entitled to representation during questioning, and until such time as the matter is resolved.

24.5 Representation During Investigatory Questioning

An employee who is questioned by the Employer (whether in an informal inquiry or a formal investigation), and who reasonably believes that the questioning may lead to disciplinary action against him/her or may otherwise result in the termination of his/her employment, has the right to request that a representative be present at the meeting. When an employee requests representation pursuant to this subsection and a representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain representation.

24.6 Procedures for Appealing Discipline

An employee who receives discipline may appeal the discipline using the steps set forth in Rule Nine of the Civil Service and Personnel Rules and Regulations. Alternatively, the employee may appeal the discipline using the steps set forth in Article 25 of the Agreement. These two appeal procedures are mutually exclusive and the employee must irrevocably elect which of the two he or she wishes to follow.

ARTICLE 25: GRIEVANCE PROCEDURE

- 25.1** Any grievance, defined as a claim reasonably and suitably founded on a dispute involving the interpretation, application, or violation of this Agreement, shall systematically follow the three (3) step grievance procedure that is outlined in this Article. Any grievance filed shall refer to all provisions of the Agreement that are in dispute, and shall adequately set forth the facts pertaining to the alleged dispute. The legal interpretation of this Agreement is governed by the case and statutory law of the State, together with the Charter and ordinances of the City of Jacksonville.
- 25.2** An employee having a grievance shall submit it pursuant to the following procedures:

STEP I:

The employee may present his/her grievance orally or in writing to the appropriate division chief. If the grievance is presented in writing, the employee or appropriate division chief may request a meeting to discuss the grievance. The employee or the appropriate division chief may request that the designated **Union** grievance representative be present at any discussion of a Step I grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. No employee will leave his/her work for the purpose of discussing a grievance without first obtaining permission from the appropriate division chief. The appropriate division chief shall notify the employee and the designated **Union** representative of his/her decision regarding the grievance within ten (10) business days after the day the grievance was presented. The appropriate division chief's notification shall be made in the same manner in which the grievance was presented.

STEP II:

If the grievance is not settled at the first step, the employee and/or designated **Union** grievance representative may present the written grievance to the Director/Fire Chief or his/her designee, within ten (10) business days after the employee is notified of the decision at Step I. The Director/Fire Chief, or his/her designee, shall notify the employee and the designated **Union** representative in writing of his/her decision within ten (10) business days of receipt of the grievance.

STEP III:

If the answer from the Director/Fire Chief in Step II is not considered satisfactory by the employee, the employee and/or designated **Union** grievance representative may present the grievance to the Chief of Human Resources, or his/her designee, within five ten (10) business days after the employee is notified of the decision at Step II. The Chief of Human Resources, or his/her designee, shall meet with the employee and/or the designated **Union** grievance representative within ten (10) business days after receipt of the grievance, unless such time is extended by mutual agreement in writing. At this meeting there will be a full disclosure of all facts relating to the grievance. The Chief of Human Resources, or his/her designee, shall render a written decision on the grievance within ten (10) business days after the meeting, and furnish a copy of the decision to the employee, the designated **Union** grievance representative, and the **Union** President.

25.3 Rules for Grievance Processing:

- A.** An employee covered may elect to pursue his/her grievance either through the Civil Service Board grievance procedure or through the grievance procedure provided for in this Agreement. However, once a grievance is filed under either procedure, the grievance may not be changed from one grievance procedure to another. A grievance must be presented within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.
- B.** Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- C.** A grievance not advanced to the higher step within the time limit provided shall be deemed permanently 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 in any step will entitle the employee to proceed to the next step.
- D.** For purposes of this Article, the term "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the consolidated government of the City of Jacksonville are open for business. Saturdays, Sundays, holidays that are recognized by this Agreement, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.

- E. A grievance presented at Step II and above shall be dated and signed by the employee and/or the **Union** grievance representative. An answer given and returned to the employee or the **Union** shall be dated and signed by the **Employer** representative at that step.
- F. In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten (10) calendar days prior to the date of the filing of the grievance. This rule shall not apply to pay inequities.
- G. A grievance that is reduced to writing shall contain the following information, which shall be included on the grievance form provided by the **Employer**:
 - (1) A complete statement of the grievance, and facts upon which it is based;
 - (2) The section(s) of this Agreement that are subject to dispute; and
 - (3) The remedy or correction requested.
- H. Either party may call a conference at any step of the grievance procedure.
- I. Any grievance filed on behalf of two (2) or more employees shall be signed by the designated grievance representative, and shall enter the grievance procedure at Step II.
- J. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievances in person or by legal counsel to the Employer and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- K. Nothing in this Agreement shall be in contradiction of the Fire Fighters' Bill of Rights.

25.4 Arbitration:

- A. If the grievance is not settled in accordance with the provisions of Section 25.2, the aggrieved employee or the **Union** may request arbitration. Requests for arbitration should be made in writing to the Office of Employee Relations within ten (10) business days after the

employee is notified of the **Employer's** Step III decision. The request must include a written statement of the specific provision(s) of this Agreement at issue. The written statement cannot refer to information or provisions of the Agreement that were not previously provided to the **Employer**. A grievance is considered to be withdrawn and settled on the basis of the decision most recently given if not appealed to arbitration within ten (10) business days.

- B.** An arbitrator shall be selected by mutual agreement of the parties to the arbitration proceedings. If an arbitrator cannot be selected by mutual agreement of both parties, then within ten (10) business days after receipt of the request to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of five (5) impartial arbitrators particularly skilled in matters involving local government employee relations. Each party shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The remaining person shall be the arbitrator. The parties will notify the arbitrator or the FMCS of the arbitrator's selection by a joint letter from the **Employer** and the **Union** within five (5) business days after the selection. The letter shall request the arbitrator to set a time and a place for the hearing.
- C.** The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the parties and shall have no authority to consider or rule upon any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s), which are presented to him/her, which question(s) must be actual and existing. The arbitrator shall submit his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree in writing to extend the time limit. Consistent with this subsection, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based upon thereon, which findings of fact and conclusions shall be the predicate for any decision made by him/her. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him/her at any hearing. The decision of the arbitrator shall be final and binding on both parties. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance

hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

- D. Taking a grievance to arbitration constitutes an election of remedies and a waiver of all rights by the appealing party to the Civil Service appeals procedure.
- E. The compensation and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Where the **Union** does not represent the aggrieved employee in an arbitration proceeding, and the arbitrator decides in favor of the **Employer**, the aggrieved employee will be considered the losing party, and will bear the full cost of the compensation and expenses of the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

ARTICLE 26: SEVERABILITY

If any provisions of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the **Employer** and the **Union** will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 27: ENTIRE AGREEMENT

The parties acknowledge that during the 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.

ARTICLE 28: DURATION OF AGREEMENT

Except as otherwise provided in this Agreement, this collective bargaining agreement shall be in effect from October 1, 2009 through September 30, 2012.

Demotions and layoffs originally scheduled for July 2010 have been cancelled and there will be no layoffs or non-disciplinary demotions through September 30, 2011. However, the parties understand that the City maintains the right to make budget reductions, but that it will do so through attrition rather than layoffs and non-disciplinary demotions.

The parties understand that on September 8, 2010, the Jacksonville Police and Fire Pension Fund adopted a resolution regarding Mayor Peyton's proposal for the establishment of a new pension plan for new fire and police members of the fund. Section 4 of this resolution specifically states, "The Trustees accept the concept that meaningful modifications to the pension benefit structure for new members will be forthcoming upon the conclusion of this process." The Union agrees that it will support any agreement reached between the City of Jacksonville and the Jacksonville Police and Fire Pension Fund. The parties further agree that, if meaningful modifications are not approved in concept by December 31, 2010, in that event, the parties understand that, regardless of the existence of this Agreement, each of them may immediately again raise the same legal positions regarding the subject of pensions and pension reform that they took during negotiations for this Agreement. The parties further agree that, if those meaningful modifications are approved in concept by December 31, 2010, the agreement that there will be no layoffs or non-disciplinary demotions through September 30, 2011 will be extended to September 30, 2012, and the Complaint in Case #2010-CA-00149 will be dismissed with prejudice forthwith.

**SCHEDULE A
CITY OF JACKSONVILLE
DEPARTMENT OF FIRE AND RESCUE
FIRE DISTRICT CHIEF RESCUE 56
PAY PLAN**

EFFECTIVE OCTOBER 1, 2009	
56 HOURS	40 HOURS
\$7,659.00	\$7,736.00

EFFECTIVE OCTOBER 1, 2010	
56 HOURS	40 HOURS
\$7,506.00	\$7,581.00

EFFECTIVE OCTOBER 1, 2011	
56 HOURS	40 HOURS
\$7,506.00	\$7,581.00

EFFECTIVE SEPTEMBER 30, 2012	
56 HOURS	40 HOURS
\$7,659.00	\$7,736.00

**SCHEDULE B
CITY OF JACKSONVILLE
DEPARTMENT OF FIRE AND RESCUE
FIRE BATTALION CHIEF SUPPRESSION 56
PAY PLAN**

EFFECTIVE OCTOBER 1, 2009	
56 HOURS	40 HOURS
\$8,041.00	\$8,121.00

EFFECTIVE OCTOBER 1, 2010	
56 HOURS	40 HOURS
\$7,880.00	\$7,959.00

EFFECTIVE OCTOBER 1, 2011	
56 HOURS	40 HOURS
\$7,880.00	\$7,959.00

EFFECTIVE SEPTEMBER 30, 2012	
56 HOURS	40 HOURS
\$8,041.00	\$8,121.00

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