



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

OCTOBER 1, 2008 - SEPTEMBER 30, 2009

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AGREEMENT

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

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

ARTICLE 1: F.O.P. RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the **Employer** recognizes the **F.O.P.** as the exclusive collective bargaining representative for those employees in the defined bargaining unit, all sworn police officers of the ranks of Lieutenant and Captain (see attached Schedule A) for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by the City of Jacksonville whose classifications appear on the attached Schedule A.
- 1.2 It is further understood and agreed that the President or an alternate of the Jacksonville Consolidated Lodge No. 5-30 of the **F.O.P.** will be the official spokesman for the **F.O.P.** in any matter between the **F.O.P.** and the **Employer**. The alternate shall be selected from one of the officers listed below:

Business Agent
First Vice President
Second Vice President
Secretary
Member of Board of Directors
Florida State Lodge representative (with letter of authorization to represent Jacksonville Consolidated Lodge No. 5-30)

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

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

- 2.1 Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct from the employee's pay the amount owed to the **F.O.P.** by such employee for dues. There will be twenty-six (26) deductions per year. The **Employer** will remit such sums to the **F.O.P.** no later than the tenth (10th) day of the month following such deductions. The **F.O.P.** will certify any changes in the membership dues rate to the **Employer** in writing over the signature of the authorized officer or officers of the **F.O.P.** at least thirty (30) days in advance of the effective date of such change. The **Employer's** remittance will be deemed correct if the **F.O.P.** does not notify the **Employer** in writing within two (2) weeks of its receipt.
- 2.2 The **F.O.P.** will indemnify, defend, and hold the **Employer** harmless against any claim made and against any suit instituted against the **Employer** on account of any check off of **F.O.P.** dues.
- 2.3 An employee may revoke his/her authorization for deduction of dues, provided the employee gives thirty (30) days notice to the **F.O.P.** and the **Employer** by registered or certified mail. The **Employer** will not discontinue dues deduction from any employee prior to authorization of the **F.O.P.** or the employee. The **Employer** will not discontinue **F.O.P.** dues deduction simply because an employee has changed from one **F.O.P.** bargaining unit to another **F.O.P.** bargaining unit.
- 2.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. "Net earnings" shall mean "net" after required deduction of federal taxes, Social Security, Pensions, Credit Union, and Health and Life Insurance premiums.
- 2.5 Should an employee's pay be insufficient to make all the deductions he/she has authorized, deductions will be taken in the following order:
 - A. All legally required deductions will be deducted from the employee's pay check. Legally required deductions include but are not limited to deductions for taxes, court ordered deductions and **F.O.P.** dues deductions when the employee has authorized dues deductions.
 - B. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for **City** sponsored plans or activities.

- C. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for other **F.O.P.** sponsored plans or activities that have been authorized by the employee. Provided that if any employee requests in writing to change the priority of his/her payroll deductions and replace an **F.O.P.** deduction with a non-**F.O.P.** deduction, the written request of the employee will govern.
- D. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for any other deductions for plans or activities that have been authorized by the employee.

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

ARTICLE 3: F.O.P. ACTIVITIES

3.1 Employees shall have the right to join the **F.O.P.**, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discriminations or reprisal. There shall not be restraint, discrimination or reprisal against any employee because of that employee's membership or lack of membership in the **F.O.P.** or by virtue of his/her holding office or not holding office in the **F.O.P.** The **Employer** and the **F.O.P.** shall apply this provision to all employees.

3.2 **A. On Duty Solicitation by F.O.P.**

Solicitation of any kind by the **F.O.P.**, including the solicitation of grievances, membership, and the collection of **F.O.P.** monies, shall not be engaged in during working hours.

B. F.O.P. Meetings

No **F.O.P.** meeting shall be held on **Employer** time.

C. On Duty F.O.P. Presentations

The President of the **F.O.P.** or the designated representative may address any assembly or personnel of the Sheriff's Office at their regular roll call, at each in-service training and at each recruit class at the police academy for a period of time agreed upon by the **F.O.P.** and the Office of the Sheriff.

D. On Duty Solicitation Prohibited

Employees will not be subjected to solicitation for monies or membership by outside groups (including insurance companies or charity groups) while on duty, including roll call.

3.3 The **Employer** will furnish a bank of three hundred (300) hours for use as **F.O.P.** Pool Time. This time shall be used for **F.O.P.** activities by any member of the **F.O.P.** Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time charged will be the actual time used. The **F.O.P.** may rollover not more than 500 unused hours to a subsequent year. When the **F.O.P.** requests time off under these provisions, the employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Office of the Sheriff for approval. Such leave request must be in accordance with Article 17.2(c)(1)(2) of this contract.

ARTICLE 4: MANAGEMENT SECURITY

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

4.3 The **Employer** and the **F.O.P.** agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintaining a competent work force. The **Employer** and the **F.O.P.** affirm their joint opposition to any discriminatory practices in connection with employment, promotion, training, or assignment, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, marital status, or gender.

ARTICLE 5: MANAGEMENT RIGHTS

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

ARTICLE 6: SPECIAL MEETINGS

The **Employer** and the **F.O.P.** agree to meet and confer on matters of mutual interest upon the written request of either party. The written request shall state the matter or matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The **F.O.P.** shall have the right, at these special meetings, to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

ARTICLE 7: BULLETIN BOARDS

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

7.2 The **F.O.P.** agrees that it shall use space on bulletin boards provided for in Section 7.1 above only for the following purposes:

Notices of F.O.P. meetings
Elections of F.O.P. Officers
Reports of F.O.P. committees
Rulings and policies of the F.O.P.
Recreational and social affairs of the F.O.P.
Notices by public bodies

7.3 Before they are posted, copies of all material, notices, or announcements shall be submitted to the **Employer**.

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

7.5 Notices or other information intended for the JSO electronic bulletin board shall be submitted on acceptable electronic medium to the JSO Chief of Personnel or designee for approval as to compliance with 7.2 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.

ARTICLE 8: WORK RULES

8.1 Reissuance of Conflicting Written Directives

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

8.2 Notice and Scheduling of In-Service Training

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

8.3 Emergency Situation Meals

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

8.4 Transfers

It shall be the sole right of the Office of the Sheriff to transfer employees between any subsections of the organization based upon operational needs. Employees shall be notified at least ten (10) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment.

8.5 Administrative Leave Without Loss of Pay

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

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 A **grievance** is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation and the remedy sought. Grievances challenging demotion with loss of pay, suspension with loss of pay, or termination shall be filed at Step IV.

9.2 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.

9.3 Step 1:

Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to the Assistant Chief or his/her designee. The Assistant Chief or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Assistant Chief or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 1 meeting.

9.4 Step 2:

If the grievance is not settled at the first step, the grievant may present the grievance to the Division Chief or his/her designee. The grievance must be presented to the Division Chief or his/her designee within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Division Chief or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Division Chief or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 2 meeting.

9.5 Step 3:

If the grievance is not settled at the second step, the grievant may present the grievance to the Director or his/her designee. The grievance must be presented to the Director or his/her designee within five (5) days of receipt of

the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Director or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Director or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 3 meeting.

9.6 Step 4:

If the grievance is not settled at the third step, the grievant may present the grievance to the Sheriff or his/her designee within five (5) days of receipt of the Step 3 response or, if a timely Step 3 response is not received, within five (5) days from the day the Step 3 response was due. Within ten (10) days of receipt of the grievance, the Sheriff or designee shall conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Sheriff or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 4 meeting.

9.7 Arbitration

- A. If the grievance is not settled in accordance with this Article, the grievant or the **F.O.P.** (on behalf of the grievant) may request arbitration by providing a written request to the JSO Chief of Human Resources (with a copy to the City Chief of Human Resources) not later than thirty (30) days after receipt of the Step 4 response or, if a timely Step 4 response is not received, within thirty (30) days from the day the Step 4 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by the JSO Chief of Human Resources within the thirty (30) day limit, the Employer's Step 4 response shall be final and binding upon the grievant and the **F.O.P.**
- B. In the event the grievant submits the request for arbitration without the financial support of the **F.O.P.**, the grievant shall also submit written notice of his/her intent to pay all applicable costs of the arbitration. The grievant shall provide the **Employer** with written confirmation that sufficient funds are reserved in trust or escrow for the payment of arbitration services before the arbitration shall be allowed to proceed.
- C. The **F.O.P.** and the **Employer** will mutually select a panel of five (5) qualified arbitrators to serve on a rotating list for the duration of the Agreement. The arbitrators selected must reside in Duval, Nassau, Clay, Baker, or St. Johns County. The rotation sequence shall be randomly determined by the **F.O.P.** and the **Employer**. The first arbitrator on the rotation sequence shall be assigned to the first grievance advanced to arbitration, with succeeding cases assigned

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

- D. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- E. The parties shall rotate the administrative responsibilities for maintenance of the arbitration system on an annual basis.
- F. All testimony given at the arbitration hearing shall be under oath.
- G. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- H. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- I. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- J. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- K. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- L. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- M. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the **Employer** as provided by Chapter 447, Florida Statutes, and the Charter of the City of Jacksonville shall not be usurped in any manner unless specifically amended or modified by this Agreement.

- N. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it. Any employee who acts independently of or in disregard of the position of the **F.O.P.** shall pay his/her own share of the arbitrator's cost and expense.
 - O. Election of Remedies: It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents. No employee shall file an appeal under this agreement concerning any matter that he or she has previously appealed through the Civil Service and Personnel Rules and Regulations.
- 9.8 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the **Employer** and the **F.O.P.** (or the employee if appropriate) which is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

ARTICLE 10: DISCHARGE AND DISCIPLINE

10.1 All discipline against any bargaining unit employee shall be for proper cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Jacksonville Civil Service and Personnel Rules and Regulations and the Florida Law Enforcement Officers' Bill of Rights, Section 112.532, Florida Statutes, as in effect upon signing of this Agreement unless modified in this Agreement. Should the Florida Law Enforcement Officers' Bill of Rights be repealed (Section 112.532, Florida Statutes), said repeal will not affect or modify the provisions of this section.

10.2 A. Disciplinary Hearing Board

There shall be established a Sheriff's Disciplinary Hearing Board for the purpose of such hearings. Said Board shall be composed of five (5) members, with two (2) members being selected by the administration, two (2) members being selected by the aggrieved officer; and the fifth member being selected by the other four (4) members. The Board members shall be law enforcement officers who are currently employed by JSO. No member of this Board shall be a relative of the aggrieved officer, as defined by the Civil Service Board rules. The hearing will be informal. Neither the aggrieved officer nor the employer shall utilize an attorney for the presentation during the informal hearing proceedings. During the hearing, the aggrieved officer will be provided the opportunity to respond to the charges against him/her, and to tell his/her side of the story. The aggrieved officer shall be permitted to provide a list of witnesses, and present evidence as part of a defense. Any member of the board may request, through the chairperson, to call upon the witnesses provided to give testimony germane to the events leading to the charges being levied. The Board will review the information presented during the informal hearing, and consider the JSO disciplinary standards, and then make a recommendation to the Sheriff about the level of discipline (if any) that it believes should be imposed in the case. The Board's decision will be advisory and not binding upon the Sheriff. If the decision of the Sheriff is unsatisfactory to the aggrieved officer, he/she may appeal this decision to the Civil Service Board within ten (10) days, or request arbitration within five (5) working days, as provided in Article 9.6 Step IV. It is agreed that the convening of the Sheriff's Department Hearing Board shall be effectuated as expeditiously as possible following the charges being levied against the aggrieved officer. Should the accused officer request to continue the hearing or delay its convening, then it is agreed that the officer waives his/her emoluments in exchange for the continuance of the hearing.

- B.** No suspension with loss of pay shall be implemented until any requested civil service or arbitration hearing has been held and an opinion rendered except as provided for in Article 13. (This shall not apply to terminations).

ARTICLE 11: BILL OF RIGHTS

- 11.1** Whenever a law enforcement officer is under investigation and subject to interrogation or interview by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
- A.** The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - B.** The interrogation or interview shall take place either at the Office of Internal Investigations or at the office of the police unit in which the incident allegedly occurred as designated by the investigating officer or agency.
 - C.** The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation or interview. All questions directed to the officer under interrogation or interview shall be asked by and through one (1) interrogator at any one (1) time.
 - D.** The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation or interview and the officer shall be informed of the name(s) of all complainants.
 - E.** Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - F.** The law enforcement officer under investigation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - G.** The entire interrogation or interview of a law enforcement officer, including the times of all recess periods, shall be recorded¹, and there shall be no unrecorded questions or statements. A copy of the recorded interrogation or interview shall be provided upon request within 72 hours following the interrogation or interview.

¹ Recorded" shall mean any of the following: taking of statement by audio tape, videotape or by a court stenographer. However, the parties recognize that any officer conducting or observing an interview may take handwritten notes.

- H. If the law enforcement officer under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation or interview.
- I. At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation or interview.
- J. The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Internal Investigation section of the disposition of the complaint or allegation upon the conclusion of the investigation. The investigation shall be concluded with the finding of sustained, not sustained, exonerated, or unfounded.
- K. Any law enforcement officer who is the subject of an investigation or interview has the right to review, along with his/her representative, the complaint or allegation and all written and/or recorded statements, regardless of form, made by the complainant(s) and witness(es) immediately prior to the beginning of the interview.
- L. Whenever practical, any officer who is the subject of an investigation will be interviewed or interrogated after all other known witnesses and complainants have been interviewed.

ARTICLE 12: COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES

12.1 Mutual Agreement

- A. The **Employer** and the **F.O.P.** agree to the promotion of a drug free workplace through fair and reasonable drug testing methods for the protection of the City of Jacksonville and its employees. The drug testing policy of the Jacksonville Sheriff's Office is a proactive approach to a potentially serious problem facing all members of society. Within the limitations, as outlined in this Article, employees found to have drug abuse problems will be encouraged to participate in an employee assistance program or a rehabilitation program.
- B. It is further agreed that drug use has serious adverse effects upon users in the work force resulting in the loss of productivity, posing a threat to the workplace and to public safety and security. Maintaining a healthy and productive work force and safe working conditions free from the effects of drugs are the goals of both the **Employer** and the **F.O.P.** It is understood that drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, and increased financial burdens on health and benefit programs. Criminal justice work requires and the safety of the public demands total mental and physical functioning of employees at all times. The Jacksonville Sheriff's Office has a responsibility in the interest of public safety to monitor the use and abuse by employees of controlled substances, and other drugs/medicines.
- C. The **Employer** agrees to establish drug testing standards to balance the interests of the **Employer**, employees, and the welfare of the general public through a fair, confidential, and accurate drug testing program.
- D. Employees who feel that they are abusing drugs are encouraged to contact the Employee Assistance Program for help in overcoming this problem. Normal agency benefits such as the Employee Assistance Program, appropriate leave, and the group medical plan are available to aid in the rehabilitation process. Staff assigned to the Employee Assistance Program will support employees in this process by providing referral to the appropriate agency suited to address the particular need of the employee.
- E. The sale, purchase, transfer, use, or possession of illegal drugs, or drugs obtained illegally, is a violation of state and federal criminal statutes and, therefore, may result in termination. Use or being under the influence of alcohol while on duty or while driving a City vehicle presents a danger to the public, to the officer involved, and to other officers, and therefore, may result in termination.

- F. In order to maintain the integrity of the Jacksonville Sheriff's Office and to ensure public safety, the Jacksonville Sheriff's Office requires that all employees shall not:
- (1) Abuse legal drugs;
 - (2) Sell, purchase, transfer, use, or possess illegal drugs, or drugs obtained illegally;
 - (3) Report for work and/or use Sheriff's Office equipment while under the influence of a legal drug taken as a medication to the extent that job performance would be affected.

12.2 Discussion

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

12.3 Definitions

- A. **Controlled Substance** - Any of the substances named in Schedules I through V of Section 893.03, Florida Statutes, and any "designer drugs" that may hereafter be proscribed by law and which are subject to manufacturing, distribution, preparation, dispensation, and administrative controls.
- B. **Employee Assistance Program** - A confidential program designed to assist employees and their families with a multitude of problems that may affect the employee's work performance. Employees may volunteer for the program or be referred to it by their supervisors.

- C. **Confirmation Test** - An additional analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- D. **Illegal Drug** - Any drug or substance, including controlled substances, the possession of which without a prescription is defined as a violation of state or federal statutes; or any prescription drug that was not prescribed to the affected employee by a person licensed to issue such prescription.
- E. **Legal Drug** - Any prescription medication or any over-the-counter medication that has some medicinal value/purpose and is being used by the person for whom it was prescribed.
- F. **Substance Abuse** - The excessive or erratic ingestion, consumption, inhalation, or injection of any illegal drug or legally obtained drug or medicine not in prescribed amounts or at proper time intervals.
- G. **Use of Drugs** - The injection, inhalation, ingestion, or consumption of any drug, whether prescription or non-prescription, or any controlled substance as defined under Florida law.
- H. **"Under the Influence"** - A condition in which employees are unable to appropriately perform their duties because of the use of any drug, controlled substance, or alcohol. Employees shall be deemed to be under the influence if they are physically or mentally impaired and/or unable to perform their duties in an acceptable manner.

12.4 Responsibility for Reporting Legal Drug Use

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

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

12.5 Drug Screening Program

- A. The **Employer** shall post a notice of the department's drug testing policy on bulletin boards in areas that are accessible to employees.
- B. Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The testing program is intended to supplement, not replace, other

means by which the use of drugs can be detected.

- C. Employees will be required to participate in the drug testing program under the following conditions:
- (1) When there is a reasonable suspicion that an employee is using, under the influence of or in possession of illegal drugs, or is using or under the influence of alcohol while on duty, or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, coworkers, or the public. Reasonable suspicion drug/alcohol testing can be ordered by any supervisor with the approval of a commanding officer (lieutenant or above). An immediate supervisor requesting a drug/alcohol test founded on reasonable suspicion should consider among such facts and inferences:
 - (a) Observable behavior while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug/alcohol.
 - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (c) A report of drug/alcohol use provided by a reliable and credible source which has been independently corroborated with observable behavior.
 - (d) Evidence that the employee has tampered with a drug/alcohol test during his/her employment with the **Employer**.
 - (e) Information that an employee has caused or contributed to an accident while at work combined with observable behavior indicating the possibility that drug/alcohol usage may be involved.
 - (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, or used or been under the influence of alcohol, while working or while on the **Employer's** premises or while operating the **Employer's** vehicle, machinery, or equipment.
 - (2) Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed and there is reasonable suspicion to believe these

actions were the result of using drugs.

- (3) **Routine fitness for duty:** The **Employer** will require a drug test any time an employee is referred to a physician or psychologist for a fitness for duty examination.
- (4) **Random Drug Testing Program:** As part of the Sheriff's Office random drug testing program each employee of the bargaining unit will be randomly assigned a number that will be the only source identifying the individual submitting a sample for drug testing.
- (5) **Follow-up testing:** Should an employee in the course of employment enter, or be required by the **Employer** to enter, into an employee assistance program for drug-related problems, the **Employer** may require the employee to submit to a drug test as a follow up to the program for up to two (2) years thereafter.
- (6) When an employee is found in possession of illicit drugs or when illicit drugs are found in an area controlled or used exclusively by the employee.
- (7) During basic recruit training and prior to completion of an employee's probation.
- (8) When an employee is transferred into, during the assignment, and when transferred from the SWAT Team, Bomb Squad, or any specialized unit where, during the assignment, the employee will be involved with narcotic investigations and/or have access to illicit drugs.
- (9) As part of a rehabilitation program (mutually agreed to by the affected employee and the Sheriff's Office Administration).
- (10) As a result of prior disciplinary proceedings against the employee related to the use of drugs. (Such testing shall be conducted by the Internal Affairs Unit with the approval of, and in coordination with, the Chief of Personnel). The **Employer** may require the employee to submit to a drug test as a follow up to the disciplinary action for up to two (2) years thereafter.

12.6 Procedure for Testing

A. Drug testing responsibility

- (1) The JSO Personnel Division shall be responsible for drug testing of

employees under-going basic recruit training, probationary police officers, and employees selected through the random drug testing program.

- (2) The Internal Affairs Unit shall be responsible for drug testing of any employee whom it reasonably suspects has used or is found to be in possession of a drug, or other controlled substance in violation of the law, Sheriff's Office orders, and rules and regulations. The Internal Affairs Unit shall also conduct drug testing of employees as the result of prior disciplinary proceedings related to the use of drugs.

B. Confidentiality

- (1) All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the **Employer** through a drug testing program are confidential communications.
- (2) The release of information obtained through any of the drug testing programs shall be solely pursuant to a written consent form signed voluntarily by the person tested except where such release is compelled by a hearing officer, a court of competent jurisdiction, pursuant to an appeal taken under this section, or when required for a departmental Disciplinary Hearing Board, arbitration, or Civil Service Board proceeding. Drug testing information shall also be released to the Bureau of Criminal Justice Standards and Training for the purpose of reviewing certification eligibility.
- (3) Any employee authorizing the release of drug testing information must submit a signed communication to the JSO Chief of Personnel advising:
 - (a) The name of the person who is authorized to obtain the information,
 - (b) The purpose of the disclosure,
 - (c) The precise information to be disclosed, and
 - (d) The duration of the consent.
- (4) The **Employer** shall use drug test results when consulting with legal counsel in connection with actions brought under or related to this Article or where the information is relevant to the **Employer's** defense in a civil or administrative matter.

12.7 Testing Procedures

- A. The **Employer** shall pay the cost of all drug tests which are required of employees. Employees shall pay the costs of any additional drug tests not required by the **Employer**.
- B. Prior to taking a drug test, employees must advise the **Employer** of any prescription or non-prescription medications they are taking. The **Employer** will provide information to the employee of the most common medications by brand or common name which may alter or affect a drug test. Employees will also be advised of all drugs for which the **Employer** will test, described by brand or common names, as applicable, as well as by chemical names. Information regarding the use of prescription or non-prescription drugs taken by the employee will be presented in a written communication that will be maintained in a confidential medical file in the JSO Personnel Division. The ingestion of any prescription or non-prescription drug by an employee shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results.
- C. Individuals responsible for conducting drug tests are acting under the direct authority of the Sheriff. Employees being tested shall cooperate fully. Any attempt to alter or tamper with the specimen, its container, or any mechanical device, instrument, or document by any individual is grounds for termination and/or prosecution under applicable Florida Statutes.
- D. The **Employer** will establish guidelines for the collection of drug test samples that will afford protection to the employee to include:
 - (1) Specimens shall be collected with due regard to the privacy of the individual providing the specimen and in a manner reasonably calculated to prevent substitution or contamination of the sample.
 - (2) Specimen collection shall be documented and the documentation procedures shall include:
 - (a) Labeling of specimen containers to reasonably preclude the likelihood of erroneous identification of test results.
 - (b) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
 - (c) The **Employer** shall use a chain of custody procedure to ensure the proper record keeping, handling, labeling, and identification of all specimens to be tested.

- E. When an employee is required to provide specimens for a testing procedure, the employee shall provide one (1) specimen (large enough to be divided into two (2) separate samples at the time of collection in order to facilitate the testing procedures).
- F. The threshold level or cut-off limit of the analytical testing procedures shall be established in accordance with the State of Florida Agency for Health Care Administration in conjunction with the standards developed by the Substance Abuse and Mental Health Services Administration (SAMHSA) regarding testing and protocol and procedures.
- G. When employees are required to participate in any of the drug testing procedures, the initial testing specimen will be subject to an EMIT (Enzyme Multiple Immunoassay Technique). If the results of the initial test are negative, no further testing will be done.
 - (1) Employees selected for random drug testing will be assigned a number which will be the only means available of identifying the individual who provided the specimen.
 - (2) Random numbers assigned to employees will be maintained in a confidential file under the direct supervision of the JSO Chief of Personnel.
 - (3) Specimen collection will not be taken at any of the correctional housing facilities and the specimen container will not reveal the name of the contributing employee.

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

- H. Random drug testing conducted by the **Employer** may occur before, during, or immediately after the regular work period of the employee, and shall be compensated in accordance with this Agreement.
- I. The Internal Affairs Unit shall be called whenever one or more of the circumstances described in Article 12.6(a)2 comes to the attention of members of the Sheriff's Office.
 - (1) Once called, the Internal Affairs Unit shall have complete

authority over the investigation.

- (2) The employee shall be advised in writing of the reason(s) for the order to submit to the test and that failure to do so constitutes failure to obey a direct order.

12.8 Results of Test

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

All reports of positive test results shall be received by the JSO Chief of the Personnel Division and maintained in a confidential medical file.

12.9 Disciplinary Procedures

- A. Any employee who refuses to submit to a drug test or whose confirmation drug test is found to be positive is subject to disciplinary action. Such disciplinary action is subject to the grievance procedures provided for through Article 9 of this Agreement and the Civil Service and Personnel Rules and Regulations.
- B. The employee may be either immediately suspended or reassigned pending the results of the confirmation test for the use of illegal drugs.
- C. Positive confirmation tests for illegal drugs shall result in the immediate suspension of an employee which may be followed by termination proceedings. In appropriate cases, every effort will be made to help the employee deal with a legal drug problem by proper referral to the

Sheriff's Employee Assistance Program. However, if this effort fails or is obviously inappropriate given the nature of the problem, appropriate disciplinary action shall be initiated.

- D. The **Employer** may discipline or discharge an employee on the sole basis of the employee's first positive confirmed drug test when the employee has either refused to participate in an employee assistance program or a drug rehabilitation program, as evidenced by withdrawal from the program before its completion, or a report from the program indicating unsatisfactory compliance; or by a positive test result on a confirmation test while participating in or after completion of the program.
- E. The **Employer** shall discipline an employee, subject to termination proceedings, who has failed or refused to sign a written consent form allowing the **Employer** to obtain information regarding the progress and successful completion of an employee assistance program or a drug rehabilitation program.
- F. Employees participating in an employee assistance program or a drug rehabilitation program may be considered as being in a temporary limited duty status.
- G. The **Employer** shall not discharge or discipline an employee solely upon voluntarily seeking treatment, while under the employ of the **Employer**, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. However, the **Employer** shall terminate an employee when the presence of illicit drugs is confirmed. Employees who have been tested may not use this aspect of the Agreement as a means of protection from disciplinary action.

12.10 All laboratory reports of a drug test shall include:

- A. The name and address of the laboratory which performed the test and the positive identification of the person tested (not the employee's social security number), or if applicable, the random number.
- B. Positive results of confirmation tests.
- C. A list of the drugs for which the drug analyses were conducted.
- D. The type of tests conducted and the minimum cut-off levels of the tests.

- E. Any correlation between medication reported by the employee and the confirmation test results.

ARTICLE 13: EMERGENCY SUSPENSION

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

ARTICLE 14: FILES

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

- A. Formal Investigations - Cases which are unfounded, exonerated, or not sustained - one (1) year from the date of case disposition.
- B. Sustained Formal Investigations cases involving written reprimand without suspension --three (3) years from the date of case disposition.
- C. Sustained Formal Investigations -- cases involving written reprimand with suspension or loss of pay – five (5) years from the date of the case disposition
- D. Formal Counselings will be purged one (1) year from the date of issue. Official records of Formal Counseling will be maintained in the employee's division file, and not in the Internal Affairs unit. The employee's division file will follow the employee as that employee is reassigned throughout the agency.
- D. Officers will be notified after their cases have been purged.

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

Upon completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s) as to who the requesting party is, and the date and time as to when the file will be made available. If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released. When the Employer provides access to the internal investigation "Final Action Report" pursuant to a public record request, the Employer will also provide the party requesting access to the record(s) a written definition of the terms used to describe the disposition of the internal investigation(s). (Reference Schedule B)

14.2 The **Employer** will comply with applicable court orders and Section 119.07(3)(l), Florida Statutes, and until otherwise directed by court order, will not reveal the home address, telephone number, social security number, or photograph of active or former law enforcement personnel; the home address, telephone number, social security number, photograph, or places

of employment of the spouses and children of such personnel; and the names and locations of the schools and day care facilities attended by the children of such personnel.

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

ARTICLE 15: PERSONAL LEAVE E

15.1 Applicability

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

- A. employees hired on or after October 1, 1968 and prior to January 10, 1989;
- B. employees hired prior to October 1, 1968, but chose not to remain subject to former sick leave and terminal leave policies in April, 1969;
- C. employees hired prior to October 1, 1968, who chose on or before September 30, 1968, to become subject to this provision; and
- D. those employees who select to use their option and participate in the personal leave plan shall remain in said plan until such time as this personal leave plan or policy should be changed. Then said employees shall have the right to exercise their option as to which plan they wish to participate in.

15.2 Leave Accrual Rates

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

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

The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employee's employment anniversary occurs.

15.3 Rollback

Personal leave shall accrue to a maximum of 960 hours. The **Employer** will compensate the employees on an hour-for-hour basis for any accrued amount over 960 hours as of September 30 each year. These payments may be as early as the second pay day in November, but shall be made no later than the first pay day in December at the September 30 rate of pay.

15.4 Leave Sellback

- A. An employee who does not use all of the personal leave accrued in a fiscal year may be paid for all or part of the difference, on a percentage basis, between the amount of leave used and the amount of leave accrued for that fiscal year on an hour-for-hour basis. Payments will be made on the second payday in January at the September 30 rate of pay.
- B. To receive such payment, the employee must make an irrevocable election of the percentage to be sold. The election must be made no later than September 30 of the fiscal year preceding the fiscal year in which the leave will accrue. Elections shall be made in accordance with administrative procedures established by the City of Jacksonville.
- C. Employees otherwise eligible for this option who do not elect to sell a percentage of leave prior to the deadline will not be permitted to sell any leave.
- D. This payment will not be available to an employee who would have less than eighty (80) accrued annual leave hours remaining after such payment.

15.5 Using Leave to Fund Deferred Compensation

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

- A. An employee who is within 3 years of normal retirement under the Police and Fire Pension Plan (PFPP), and who wishes to sell back personal leave must notify the **City**, in writing, of his/her intent to sell back personal leave, no more than three years prior to the date that the employee is eligible for normal retirement.
- B. The notice of intent to sell back personal leave becomes irrevocable once the employee makes such election.
- C. When an employee elects to sell back personal leave, the **City** will compensate the employee for up to one-third of the total amount of accrued leave in the employee's personal leave and retirement accounts during each of the three years prior to the date of the employee's eligibility for normal retirement. Each year, the employee will be compensated on an hour-for-hour basis for one third of the hours that were in the account(s) at the time the election was made. Leave will be depleted in three equal annual installments during the

three-year period prior to normal retirement eligibility. Payments will be made on an hour-for-hour basis at the employee's regular rate of pay at the time the payments are made. An employee's contribution to all deferred compensation accounts shall be limited by applicable IRS regulations.

- D. Periods of employee election, and payment dates shall be established by the City of Jacksonville in accordance with IRS regulations. Any leave remaining in an employee's personal leave and/or retirement account will be paid to the employee in a lump sum at retirement.
 - E. This option is not available to an employee who would have fewer than eighty (80) hours personal leave remaining after the sell back.
- 15.6** Upon termination, which includes resignation and discharge not for cause, the employee shall be paid for all accrued personal leave and all accrued retirement leave.
- 15.7** Upon retirement of an employee, said employee's personal leave account and retirement leave account shall be used or paid for on a hour-for-hour basis up to a maximum of nine hundred sixty (960) hours in each account under the following provisions:
- A. Such leave may be taken either immediately prior to desired eligible retirement date, which leave may then be used for the fulfillment of time service requirements, or
 - B. Such leave may be taken following fulfillment of time service requirements;
 - C. Employee on such leave may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions;
 - D. Upon written request to be placed on such leave, said request shall be irrevocable;
 - E. While on such leave, an employee shall not accrue personal leave but shall be eligible for legal holidays and any general salary increases but not performance/step increases.
 - F. At the employee's option, such leave may either be taken or be paid for in one lump sum on a hour-for-hour basis.
 - G. For the purpose of the Personal Leave Plan, retirement is defined in the following manner:

- (1) Full-time service as required by the appropriate pension plan.
- (2) Early vested retirement under the appropriate provision for vesting.
- (3) Ten years of service with the City for those employees covered solely by Social Security.
- (4) Vested retirement with more than 10 years service with the City for those employees who are covered by the Florida Retirement System.

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

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

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

ARTICLE 16: PERSONAL LEAVE P

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

16.2 Method of Earning and Accruing Personal Leave:

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

Upon Completion of Continuous Service	Hours Accrued Per Year
---------------------------------------	------------------------

0 months through 4 years	160
5 years through 9 years	184
10 years through 14 years	208
15 years through 19 years	232
20 years through 24 years	256
25 years or more	280

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

C. Personal leave will be credited to the employee at the rate stated in Section 16.2 (a) on a bi-weekly basis. The leave shall be credited on the last day of the pay period.

D. The rate of accrual shall change to the higher rate at the start of the pay period in which the anniversary date of employment occurs.

16.3 Personal leave shall accrue to a maximum of six hundred (600) hours. At the end of the fiscal year, an employee with accrued and unused personal leave in excess of six hundred (600) hours will be paid for, accrued and unused personal leave in excess of six hundred (600) hours at the employee's rate of pay at the end of the fiscal year.

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

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

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

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

ARTICLE 17: USE OF LEAVE

17.1 Personal Leave

A. Accrued Leave

When eligible and authorized, employees may use their accrued personal leave for any reason.

B. Eligibility for Leave Use

Accrued personal leave may be taken at any time when approved by the appropriate Commanding Officer-Supervisor. Personal leave shall be scheduled with due regard to the employee's request with any extenuating circumstance to be considered and consistent with the operating requirements of the JSO.

C. Leave Request and Approval Procedures

- (1) Employees shall request leave and the **Employer** shall note approval or disapproval of such leave in a form designated by the **Employer**.
- (2) Except in cases of illness or emergency, requests for personal leave of up to two (2) consecutive working/shift days must be submitted for approval at least twenty-four (24) hours in advance.
- (3) Except in cases of illness or emergency, requests for personal leave of more than two (2) and up to four (4) consecutive working/shift days must be submitted for approval at least forty-eight (48) hours in advance.
- (4) Requests for leave due to illness or emergency shall be submitted as soon as practicable.
- (5) **Charging for Leave**
 - (a) Employees will be charged for actual leave time taken, with a one-quarter (1/4) hour minimum.
 - (b) Leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.

D. Advance Leave Scheduling Procedure

(1) Classification Seniority Priority Request

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

(2) Seniority Personal Leave List

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

(3) Scheduling After February 1

After February 1, personal leave will be scheduled on a first come, first serve basis for available dates.

17.2 Use of Leave for Illness and Emergencies

A. Illness

Accrued personal leave may be used for absence from duty due to the employee's illness.

Accrued personal leave may also be used in the case of serious illness in the employee's immediate family.

The term, "immediate family", as used in this Article, shall mean: an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

B. Emergencies

In each case where an emergency situation arises or where serious illness exists at the home of a law enforcement officer, that law enforcement officer shall be granted sufficient time off duty to complete or make the necessary arrangements to alleviate that emergency situation or serious illness. Under Personal Leave Plans E and P, this time off duty may be charged to the employee's personal leave time, in the discretion of the appropriate supervisor.

C. Extended Illness

For employees who accrue personal leave under Personal Leave Plan E:

- (1) If an extended illness causes an employee to use all of his/her accrued personal leave, then such employee may use his/her retirement account.
- (2) In the event an employee has fewer than eighty (80) hours in the employee's personal leave account, the employee may use his/her retirement account for a *bona fide* illness of the employee at the employee's option. This option may also be used for a *bona fide* illness of the employee's immediate family, if substantiated with a physician's statement that the employee's presence is necessary.
- (3) An employee who requires eighty (80) or more hours of leave due to an extended and continuous illness, may elect to deduct the leave from his/her retirement leave account.
- (4) The above options should be submitted upon the commencement of such leave or immediately upon returning to duty.

D. Documentation

All employees shall be required to furnish to the **Employer** such information as may be requested for the proper administration of this section.

17.3 Unscheduled Absence

A. Notification

For unscheduled absences not requested and approved in advance, an employee must notify the Sheriff's Office as early as possible, but no later than forty-five (45) minutes before starting time, on the first day

the employee is unable to report for work. The employee will notify the Sheriff's Office of the reason for the absence, and when the employee expects to return to work.

B. Investigation

Excessive use of unscheduled leave is subject to investigation by the Sheriff's Office. An employee will be counseled whenever a pattern clearly develops where an employee is abusing unscheduled leave. (Example: when unscheduled leave is combined with regular days off more than three (3) times annually.)

Leave for illness may be charged in increments of not less than one-half (1/2) hour for the first half-hour. After the first half-hour leave may be taken in increments of one-tenth (1/10) an hour.

C. Unauthorized Absence

An employee who is absent and who fails to comply with rules and regulations governing leave usage will be charged with unauthorized absence.

D. Employees shall request leave and the **Employer** shall note approval or disapproval of such leave on a form provided by the **Employer**.

ARTICLE 18: BEREAVEMENT AND FUNERAL LEAVE

18.1 When Leave May Be Authorized

A. Bereavement Leave for Immediate Family Members

At the time of the death of a member of an employee's immediate family as defined in Article 18.2, the Employer may authorize the employee paid time off of up to five (5) days.

B. Funeral Leave for JSO Employee

An employee may be granted paid time off to attend the funeral of a JSO employee as authorized by the appropriate Assistant Chief or higher level official.

18.2 Definition of Immediate Family

For purposes of this Article, "Immediate Family" shall be defined as the listed relatives of the employee and the employee's spouse.

"Immediate Family" Defined	
spouse	
children	Including step-children and children's spouses
parents	Including step parents and parents-in-law
brothers & sisters	Including half- siblings, and brothers- and sisters- in law
aunts & uncles	
grandparents	
grandchildren	
other relatives who permanently reside with the employee	
Special consideration may also be given to any other person who has had a close, long-standing, personal relationship with the employee, where such a person acted similar to, and/or stood in the place of, a mother, father, brother, sister, or grandparent of the employee.	

18.3 Provisions Governing Leave Authorization

A. The JSO will not unreasonably deny a request for Bereavement or Funeral Leave subject to the provisions of this Article.

B. The employee may be required to supply documentation of the death, as well as of the employee's relationship to the deceased, prior to approval of the funeral leave request.

- (1) Needs of employees upon the death of a family member may vary depending upon individual circumstances.
- (2) In determining the amount of funeral leave to be authorized in each situation, the JSO will take into consideration such factors as:
 - (a) Distance to the funeral location;
 - (b) Relationship of the employee to the deceased; and
 - (c) The demands the death has placed on the employee for funeral arrangements and other business matters.

An employee who requires additional time to attend to family matters, or for the death of relatives not included in this definition, may request to use other accrued leave for bereavement purposes. Such requests for leave shall not be unreasonably denied.

ARTICLE 19: LEAVE DONATION

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

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

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

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

ARTICLE 20: MILITARY LEAVE

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

Employees may request adjustment of their schedules for a military weekend drill by written request to their supervisors. Such requests shall be submitted at least fourteen (14) days prior to drill date. A determination under this section is not subject to the grievance or arbitration process, but the employee may request a review by the division chief.

- 20.5 An employee granted an extended military leave may elect to be paid from accumulated annual leave.

ARTICLE 21: HOLIDAYS

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

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

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

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

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

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

- A. Employee has an unexcused or unpaid absence on the last regular workday preceding such holiday or on the next regular work day following such holiday;
- B. Employee is on leave of absence or layoff on the day on which such holiday occurs;
- C. Employee fails to report for work without justifiable reason for such absence having been scheduled to work on such holiday.

D. Employee is receiving workers' compensation or supplemental workers' compensation pay.

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

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

21.7 Employees covered by this Article may choose, at their option and subject to the approval of the employee's division chief, to work a scheduled holiday and receive another day off at a later date, provided such employee is not paid time and one-half for that day.

Nothing in this Article will preclude time and one-half pay to those employees mandated to work the holiday.

ARTICLE 22: HOURS OF WORK AND OVERTIME PAYMENT

22.1 Purpose of Article

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

22.2 Overtime Pay

Employees covered by this Agreement will be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of those normally scheduled in a forty (40) hour work week, or eighty (80) hour work period. This section will not apply to court overtime (Section 22.3).

Nothing herein prohibits the **Employer** from rescheduling work as necessary to accomplish the police mission.

Nothing in this Article shall be applicable for off duty work at a city facility for the City of Jacksonville.

22.3 Duty Related Court Appearances

When an off-duty employee is subpoenaed to court or other proceedings for testimony, or by the State Attorney or Public Defender for pre-trial conference or deposition arising from duties performed as a Jacksonville Police Officer or other previously approved official duties, he/she will be compensated for overtime in the form of compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked.

22.4 A. Fact Witness

When an off-duty employee is required to appear before any hearing board, arbitrator, or internal investigation as a fact witness (as opposed to a character witness) as the result of receiving a subpoena or direct order in the course and scope of employment, the employee will receive compensatory time at the rate of time and one-half (1 1/2). A "fact" witness is one who testifies to what was seen, heard, or observed regarding an underlying event at issue. A "fact" witness is not a witness who testifies to opinions, character, or similar circumstances.

B. Character Witness

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

22.5 Call Back

An employee who is required to report to work during an off-duty shift in order to attend a meeting will be granted compensatory time at the rate of time and one-half (1 ½) for actual hours worked, with a minimum of 1 ½ hours.

22.6 Authorization for Overtime Required

No employee may authorize compensatory time for himself/herself, but shall be entitled to receive compensatory time when authorized by his/her immediate supervisor. Through mutual agreement between the employee and his/her immediate supervisor, the employee shall be allowed to receive compensatory time in lieu of overtime payment.

ARTICLE 23: WAGES

23.1 Employees shall be compensated in accordance with the pay plan attached as Schedules D and E as follows:

A. All employees shall progress in the current pay plan, when eligible per Schedule C, based on the employee's total years of continuous service as a sworn officer with the department.

B. Salary rates at each step of the pay plan shall increase as follows:

(1) Two percent (2%) effective October 1, 2008.

(2) There shall be a 17.5% differential between the pay rates for sergeant and lieutenant and lieutenant and captain at each step of the pay plan.

23.2 A qualified employee who is temporarily assigned by the supervisor to serve in a higher class or position for at least one continuous hour shall be paid for the period of time actually worked in the higher class at the rate for the step of the pay grade for the higher classification which is the same as the step to which the employee is assigned in the pay grade for his/her own classification.

23.3 Pay Incentive Plan for College Degrees

A. Effective as of October 1, 2006, the previous "Pay for College Credit" formerly contained in Schedule B of the collective bargaining agreement will be discontinued, and will be replaced with this "Pay Incentive Plan for College Degrees."

B. Employees are eligible for incentive payments on the following basis:

PAY INCENTIVE PLAN FOR COLLEGE DEGREES Incentives Applicable to Employees Hired After October 1, 2006	
Degree or Status	Monthly
Master of Arts or Science	\$200.00

PAY INCENTIVE PLAN FOR COLLEGE DEGREES Incentives Applicable to Employees Hired Prior to October 1, 2006	
Degree or Status	Monthly
Associate of Arts or Science	\$100.00
Bachelor of Arts or Science	\$150.00
Master of Arts or Science	\$200.00

- C. The following rules shall govern administration of incentive payments for attainment of college degrees.
- (1) A newly-hired employee will be eligible for an incentive payment for which he/she qualifies under this Plan upon successful completion of probation as a Police Officer. Permanent Corrections Officers or Judicial Officers who transition to Police Officer shall not be required to complete probation in order to be eligible for incentive payment.
 - (2) An employee may only receive one level of incentive pay. Incentive payments for multiple degrees or credits are not cumulative.
 - (3) Payment of incentives will be effective as of the first day of the pay period after which the employee provides required documentation of eligibility to the JSO Personnel Division.
 - (4) To qualify for incentive pay under this Plan, an employee must have graduated with a 2.0 GPA or "C" Average.
 - (5) To qualify for any level of incentive pay, an employee must have a minimum of 18 credit/semester hours in Criminal Justice. For purposes of this Plan, "Criminal Justice" means the subjects outlined in the Criminal Justice Programs of Study as published in the catalog of Florida Community College at Jacksonville.
 - (6) Only semester hours/credits from a college or university accredited by the Southern Association of Secondary Schools and Colleges or equivalent will be recognized for incentive pay

qualification.

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

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

23.5 Evaluations

- A. Employee evaluations shall be standard and in writing.
- B. Except as provided in subsection 23.5(C), the rater must be a certified police officer of higher rank, or an appointed ranking member of the Sheriff's staff. The rater must be a person who has been taught about established JSO evaluation policies and procedures.
- C. Officers who are on special assignment to the Mayor's Office, the Office of General Counsel, the State Attorney's Office, the JEA Special Investigation unit, and similar special assignments may be rated by a civilian supervisor from the office where the officer is on special assignment. In such cases, the civilian supervisor performing the evaluation will consult with the officer's next higher level police supervisor regarding the evaluation.
- D. An employee who believes that the **Employer** has not followed the proper evaluation procedure (e.g., qualification of the rater or failure to follow written policy and procedure) may follow the grievance procedure as outlined in this Agreement through Step IV.
- E. In the event the **Employer** proposes to change the existing evaluation system, the **Employer** and the **FOP** agree to establish a committee, consisting of FOP and management representatives from the JSO who will be given the opportunity to review and recommend procedural changes in the current evaluation system prior to implementation of any changes.

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

documented and measured.

- 23.7** At the direction of the Mayor, the City's Chief of Human Resources may authorize payment of a monthly differential, in an amount determined by the Mayor, to bargaining unit employees regularly assigned to the Office of the General Counsel, or the Mayor's Office.
- 23.8** When an off-duty employee is required by his/her supervisor to be answerable to a pager, he/she shall be compensated one (1) hour at the regular rate of pay for each day if the following requirements are met:

The employee shall not have received a call to duty during the time he/she is required to be answerable to a pager/cell phone.

ARTICLE 24: FITNESS FOR DUTY EXAM

- 24.1 The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing the duties required of the employee's classification.
- 24.2 This examination will be conducted on **Employer** time and at **Employer** expense. Time spent obtaining the examination shall be considered work time and shall be paid as such at the applicable rate of pay.

ARTICLE 25: SAFETY AND HEALTH

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

ARTICLE 26: PHYSICAL ABILITY TESTING

26.1 Employees shall be subject to annual physical ability testing, in accordance with the terms of the Jacksonville Sheriff's Office Physical Ability Testing Policy as described in Article 33.

26.2 The parties agree to the following clarifications of the Physical Ability Testing Policy:

A. **Changes to Test** - The **Employer** is permitted to make administrative changes to the Physical Ability Test. Examples of permitted changes include but are not limited to: improving the surface of the test course, removing handles from test dummy, and making similar improvements to test equipment.

B. **Concerted Police Activity** - An injury that occurs while in the course of "concerted police activity" is defined as an injury that occurs while the officer is actively involved in police actions.

C. **Thirty Day Grace Period** - An employee who fails the physical ability test will be given a grace period of thirty calendar days during which he/she may retake the test. During this thirty day grace period, the employee will be required to initiate and participate on duty in the rehabilitation provided for in the policy. However, the disincentives listed in the policy will not go into effect unless the employee fails to pass the test within the thirty day grace period.

D. **"Forfeiture of Annual Step Raise"** means that the step raise normally provided to the employee will be delayed to such time when the employee passes the physical ability test. Once the employee passes the physical ability test, the annual step raise will be granted (provided that the employee is otherwise eligible for step raise) as follows:

(1) The raise will be retroactive to the date that the step raise would normally be provided in those cases where no part of the delay is attributable in any way to the employee.

Examples of cases where no part of the delay is attributable in any way to the employee:

- The test was postponed or delayed by the **Employer** because the testing facility was not available and the employee rescheduled to the next available date.
- The test was postponed or delayed because the employee was on special assignment at the direction of the **Employer**.

(2) The raise will be prospective only in all other cases (for example, when the employee requests a postponement, or when the employee does not pass the test.)

E. **"Forfeiture of Take Home Car" and "Forfeiture of Police Related Secondary Employment"** means that these will be withheld until the employee has passed the physical ability test.

F. **Priority for Accommodations** – Section 33 of the Accommodation section of the Physical Ability Test Policy establishes a priority listing which will be used in determining which employees will be bumped because the number of qualifying officers exceeds the number of available Permanent Light Duty Positions. The third priority ("officers who are most senior") refers to the fact that officers who are more senior and eligible for retirement will be bumped before officers who have not qualified for retirement.

ARTICLE 27: INJURY-IN-LINE-OF-DUTY

27.1 An employee who sustains a temporary disability which results in payment of a wage benefit under the Workers' Compensation Laws of the State of Florida shall be granted a supplemental payment under the following conditions:

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

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

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

- C. An employee who is temporarily partially disabled from performing the duties of his/her classification due to a covered condition may be temporarily reassigned without reduction in pay, in accordance with the Civil Service and Personnel Rules and Regulations to other duties commensurate with the employee's qualifications, his/her physical and psychological restrictions and availability of appropriate employment.

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

ARTICLE 28: EMPLOYEE BENEFITS

28.1 Employee Death Payments

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

28.2 Reimbursement for Use of Personal Vehicle

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

28.3 Comprehensive Medical Coverage

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

28.4 Dental Health

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

28.5 Payroll Deductions for Agent of Record

The Employer agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employee plans. This provision shall not be construed to compel the employer to enter into any contractual arrangements with third parties or to undertake any legal liability not expressly provided for in this Agreement.

These plans shall be administered by the "Agent of Record" so designated by the **F.O.P.** It is understood and agreed that the **Employer** may assess a

charge not to exceed four (4) cents per deduction per payroll. Further, it is

agreed that the **Employer** assumes no responsibility or liability to or for the **F.O.P.'s** Agent of Record. Solicitation for these plans shall only be made at times mutually agreed to by the Office of Human Resources, Jacksonville Sheriff's Office, and the **F.O.P.** so as to prevent loss of productivity.

If the **F.O.P.** provides the **Employer** with at least 100 signed enrollment forms from bargaining unit employees authorizing their enrollment in an **F.O.P.** sponsored employee plan or activity, the **Employer** will create and assign a payroll deduction code for that plan or activity. If, after the creation of the payroll deduction code, the enrollment for that plan or activity falls below seventy-five (75), the City may delete the payroll deduction code from the City payroll system and discontinue payroll deductions for the plan or activity.

28.6 Voting

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

28.7 FOP Heart/Hypertension Special Benefit

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

A. Coverage and Limitations

(1) Medical

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

(2) Disability

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

(3) Death

In the event of the death of an employee due to heart disease or hypertension prior to retirement, the City shall pay a death benefit/funeral allowance of up to \$2500, but not exceeding actual funeral expenses.

(4) Disputes

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

ARTICLE 29: LIFE INSURANCE

- 29.1 A.** The **Employer** shall provide and pay full premiums for group term life insurance policy in the amount equal to the employee's yearly salary with a double indemnity clause for accidental death for those employees covered by this Agreement.
- B.** In the event that the City is unable to obtain life insurance coverage from an insurance carrier for employees who are temporarily or permanently assigned to the helicopter or fixed wing section, the City will self-insure for this amount in lieu of paying premiums.
- C.** Benefits may be reduced at age 70 to 65% of the benefits under the policy.
- 29.2** The **Employer** shall provide and pay full premiums for \$250,000 life insurance covered per seat for all helicopter and fixed wing aircraft used by employees covered by this Agreement while on police business. Benefits may be reduced at age 70 to 65% of the benefits under the policy. In the event that the City is unable to obtain this coverage from an insurance carrier, the City will self-insure for this amount in lieu of paying premiums.

ARTICLE 30: UNIFORMS AND EQUIPMENT

- 30.1** The **Employer** shall furnish uniform(s) to all personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Office of the Sheriff. Uniforms shall include all necessary equipment for the employee's performance of duty as a police officer including weapons, leather goods, foul weather gear, rain boots, cold weather gear and safety equipment, except socks and undergarments
- 30.2** The **Employer** agrees that before new uniforms and new personally-assigned equipment are ordered, the **FOP** will be consulted and asked to survey the members concerning any proposed change for uniforms and equipment. The **FOP** may submit recommendations for the improvement of said uniforms or equipment, however, these recommendations are not binding upon the **Employer**.
- 30.3** **Damage to Employee-Owned Property**

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

A. Covered Personal Property

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

B. Payments

The Employer will make the determination to either repair or replace damaged or lost covered personal property based upon the relative costs of repair and replacement. Claims must be supported by reasonable proof of loss or damage, and documentation of cost, and shall be subject to claims-processing procedures established by the Sheriff.

- (1) Payments authorized by this provision shall be reduced by the amount of any insurance reimbursement received by the employee for the loss or damage to the covered property.
- (2) Payments under this provision shall not exceed three hundred dollars (\$300.00) except that repair or replacement of watches

will be limited to one-hundred dollars (\$100)

- (3) The **Employer** shall make every reasonable effort to make payments authorized under this Section within thirty (30) days of the employee's submission of a claim.

30.4 Damage to Employer Property

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

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

30.5 Clothing Allowance

- A. Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of one hundred dollars (\$100) paid quarterly. Quarterly reimbursements shall occur the second pay period following the end of the quarter, provided the employee has worked or been on paid leave at least ten (10) days in each month of the quarter.
- B. Those bargaining unit members required to wear uniforms shall receive an \$87.50 per quarter cleaning allowance during each quarter they are required to wear uniforms.
- C. Employees in the Organized Crime Section who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of one hundred dollars (\$100) paid quarterly. Quarterly reimbursements shall occur the second pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.
- D. An officer who uses personal or retirement leave prior to retirement in accordance with Article 15.7 shall not receive the Clothing Allowance while on such leave.

ARTICLE 31: SECONDARY EMPLOYMENT

- 31.1** The number of hours an employee may work off-duty shall be limited to one hundred four (104) hours per month. An eight (8) hour rest period shall be mandated between an employee's ending tour of duty and the next beginning tour of duty. The eight (8) hour rest period also applies to the employee's days off. The one hundred four (104) hours per month of extra duty may be supplemented by annual or compensatory leave. During the 24-hour period encompassing an employee's scheduled work day, the employee may not exceed 16 hours of work. The Sheriff or designee may at his/her discretion, waive the 104-hour per month limitation.
- 31.2** Employees who schedule approved secondary employment who are paid a scheduling fee shall pay a flat fee of fifteen dollars (\$15.00) a job per month scheduling fee.
- 31.3** The employee working secondary employment (or the secondary employer) will remit to the Jacksonville Sheriff's Office an administrative fee of \$5.00 per hour for each hour paid, not necessarily worked. A \$7.00 per hour administrative fee shall be charged for any secondary employment where the police vehicle is utilized with the engine running and emergency equipment in use for the majority of the assignment for traffic control during road construction projects, and/or lane closures. The \$7.00 per hour administrative fee shall not apply to police escorts. The administrative fee shall be in addition to the hourly rate paid to the officer or supervisor as set forth in section 31.7 below. Fees for increments of time less than an hour will be prorated.
- 31.4** Employees who intentionally evade the payment of the amounts required by this Article will face appropriate discipline, and/or loss of secondary employment.
- 31.5** Employees are prohibited from engaging in secondary employment while in an on-duty status.
- 31.6** All administrative fees for a one (1) month period must be paid to JSO by the 10th day of the following month. Employees whose payments are more than two (2) weeks late will be subject to appropriate discipline, which may include loss of secondary employment privileges.
- 31.7** The hourly rate, paid to the officer, for secondary employment shall be:
- | | |
|-------------|---------|
| Officers | \$28.00 |
| Supervisors | \$31.00 |

- 31.8** Restrictions on Secondary Employment, as stated in applicable General Orders, and as amended by the Sheriff's Direct Review Committee, shall apply to the extent they are not inconsistent with the provisions of this Article.
- 31.9** Employees will not engage in secondary employment until they have been off duty for two regular days, or worked one day following sick leave, bereavement leave, injury on duty (IOD), light duty, suspension (with or without pay) or administrative leave.
- 31.10** An employee who is denied secondary employment in violation of the applicable General Orders may grieve the denial through Step 4 of the grievance procedure. The decision made at Step 4 shall be final.

ARTICLE 32: PROMOTIONS

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

ARTICLE 33: PHYSICAL ABILITY POLICY

33.1 Policy

- A.** The Fraternal Order of Police (FOP) and the Jacksonville Sheriff's Office (JSO) recognize that sworn employees need to maintain a sufficient degree of physical ability to handle the demands of the profession. Therefore, the parties have agreed to schedule an annual physical examination and physical ability test for police officers to assure that physical ability is maintained. The parties have also agreed to provide for a reasonable opportunity for officers who fail the examination to gain compliance. Officers who cannot successfully pass the physical ability examination after being afforded a reasonable opportunity to do so are subject to termination.
- B.** The physical ability test is job related, and is administered to ensure that those officers protecting the public meet minimal levels of physical fitness and do not pose a danger to themselves, fellow officers, or the public.
- C.** The Mission of the JSO is to protect the lives and property of the citizens of this community, to preserve peace, and to prevent crime and disorder. As a matter of policy, the JSO recognizes the following as essential components to the accomplishment of the JSO Mission:
- (1) An able bodied, fully staffed department whose officers can effect an arrest and respond to emergency conditions; and
 - (2) Flexible staffing that grants managerial discretion to assign the right person into the right position; and
 - (3) Recognition that the assignment of supervisors must be need and performance based, and that assignments based merely upon an employee's physical condition is contrary to the fulfillment of the Mission; and
 - (4) Officers who are injured in concerted police actions should receive priority recognition; and
 - (5) The creation of incentives and disincentives will enhance officer physical conditioning; and
 - (6) A Department that is not physically fit will provide less protection and less effective services at a much greater cost.

33.2 Administration of the Physical Ability Testing Program

A. Incentives:

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

- (1) Timely step raises as provided for in Schedule C of the Agreement;
- (2) Consideration for promotion when ranked on a certified eligibility list;
- (3) The thanks of the Administration and the Community who all recognize that an able and fit public safety force will provide enhanced protection and services at a lower cost to the community.

B. Disincentives:

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

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

C. Rehabilitation:

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

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

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

D. Accommodation:

As to officers who have failed a physical ability test:

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

- (b) Any officer or supervisor who does not accept an accommodation into one of the Permanent Light Duty positions, or who does not opt for normal or disability retirement, or who does not accept an accommodation to a non-sworn position, shall be subject to separation in accordance with the Civil Service Rules and Regulations as a result of that officer's inability to perform the essential functions of the job.
- (c) In order to ensure the maximum availability of accommodation for qualifying officers, officers serving in a Permanent Light Duty position described in Paragraph (3)(A) above, may serve in that position until and unless the officer is "bumped."

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

- (i) When all positions described in Paragraph (3)(A) are filled by qualifying officers, and another officer becomes qualified, the officer with the highest years of service shall no longer be entitled to the position and shall be accommodated by being provided the opportunity to retire and or resign. Such an officer who refuses to retire and or resign may then seek further accommodation to a non-sworn position or shall be separated from employment pursuant to the Civil Service Rules and Regulations.
- (ii) In the event all qualifying officers are not eligible for retirement or are not in the DROP program, entitlement to Paragraph (3)(A) positions shall be determined first by giving priority to officers injured as a result of concerted police action; secondly, by giving priority to officers who are injured on-the-job; and finally, by giving priority to officers who are most senior. An officer who is "bumped" may seek reclassification as an accommodation, but if no other position is available, such officer shall be separated from employment pursuant to the Civil Service Rules and Regulations.

33.3 Appeal:

The JSO believes that a policy implemented fairly and uniformly throughout the Department will provide consistency and fairness in its application. The JSO recognizes, however, that exceptional circumstances may exist which might warrant making limited exceptions to this policy based on the extraordinary rehabilitative efforts of an officer or for such other extraordinary circumstances demonstrated by an officer. Therefore, an officer may appeal to the Sheriff, in writing, for an exception to the application of any part of this policy to that officer.

- A.** The officer must show extraordinary circumstances that would warrant the granting of such exception.
- B.** The Sheriff shall respond in writing to the officer and the decision of the Sheriff shall be final.

ARTICLE 34: MISCELLANEOUS PROVISIONS

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

ARTICLE 35: SEVERABILITY

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

ARTICLE 36: RESIDUAL RIGHTS

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

ARTICLE 37: ENTIRE AGREEMENT

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

SCHEDULE A
BARGAINING UNIT CLASSIFICATIONS

Police Lieutenant

Police Captain

SCHEDULE B

SAMPLE MEMORANDUM FINAL ACTION REPORT

TO: Party Requesting Public Records Related to Internal Investigations

FROM: Jacksonville Sheriff's Office

DATE: January 1, 2006

RE: Final Action Report – Disposition

In accord with the State of Florida's General Records Retention Schedule for Law Enforcement Agencies, the Jacksonville Sheriff's Office maintains a "Final Action Report" that lists the disposition of all internal investigations.

The terms used in the Final Action Report to describe the disposition of the matter are defined as follows:

Exonerated –The internal investigation determined that the alleged actions occurred but were lawful and proper

Formal Counseling – A formal counseling session is a discussion between a supervisor and a subordinate in which the subordinate's behavior and necessary improvements are brought to the employee's attention. Formal counseling is not discipline.

Information – Letter Sent –A review by Internal Affairs showed that an investigation was not warranted. The complainant was sent a letter advising of this. No discipline or formal counseling is imposed on the officer.

Information Only –The internal investigation did not result in a formal summation. No discipline or formal counseling was imposed on the officer. A record of the matter is maintained by JSO for documentation purposes only.

Not Sustained –The internal investigation determined that there was insufficient evidence available to prove or disprove the allegation.

Supervisor Referral – Letter Sent -- A review by Internal Affairs showed that a formal investigation by JSO IA was not warranted. However, the Watch Commander is sent the information informally to review and discuss with the officer. The Watch Commander is also responsible for contacting the complainant. The Watch Commander has the option of formally investigating the matter or not.

Sustained –The internal investigation determined that there was a violation of agency rules and/or regulations.

Unfounded –The internal investigation determined that allegations are false or not

supported by the facts.

SCHEDULE C

REQUIREMENTS FOR PAY ADVANCEMENT

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

Conditions:

- (1) The employee is in good physical and mental health capable of performing the duties of a police officer. (See Article 26, Physical Ability Testing)
- (2) The employee's performance in the job is satisfactory for the year prior to advancement to the next step.
- (3) If the performance of the employee is not satisfactory or his/her health is such that he/she cannot perform his/her duties, the step increase may be delayed for a period of six (6) months at which time, his/her performance will be reevaluated. If his/her performance has not improved substantially, the delay can be extended for another six (6) months for another evaluation. This process will be repeated until the employee's performance improves to the required standard. Injury on duty will not be a satisfactory reason to preclude advancement.
- (4) The employee will be advised in writing as to the reason his/her step increase was denied; and if the employee does not agree, he/she may use the grievance procedure which will be inserted at Step II or may file a grievance with the Civil Service Board.
- (5) All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's Activity Supervisor and Commanding Officer.
- (6) Those employees eligible to receive steps shall have their time of service calculated, based on their years of continuous service as a Police Officer or Police Recruit with the Office of the Sheriff.
- (7) Requirements for advancement within the pay grades of the Pay Plan as specified in the above procedures shall require continuous, satisfactory service with the Office of the Sheriff.
- (8) This Pay Plan is designated to provide the career officer with the opportunity

to advance and remain as a first-line street officer.

**SCHEDULE D
CITY OF JACKSONVILLE
SHERIFF'S OFFICE
POLICE LIEUTENANT
TEN (10) STEP PAY PLAN**

	PAY GRADE	13.16
STEP	BASED ON COMPLETION OF:	MONTHLY EFFECTIVE 10/1/2008
1	6 YEARS	\$6,487
2	8 YEARS	\$6,586
3	10 YEARS	\$6,691
4	11 YEARS	\$6,795
5	12 YEARS	\$6,898
6	13 YEARS	\$6,998
7	14 YEARS	\$7,103
8	15 YEARS	\$7,206
9	16 YEARS	\$7,308
10	17 YEARS	\$7,409

**SCHEDULE E
CITY OF JACKSONVILLE
SHERIFF'S OFFICE
POLICE CAPTAIN
TEN (10) STEP PAY PLAN**

	PAY GRADE	13.18
STEP	BASED ON COMPLETION OF:	MONTHLY EFFECTIVE 10/1/2008
1	6 YEARS	\$7,622
2	8 YEARS	\$7,739
3	10 YEARS	\$7,861
4	11 YEARS	\$7,985
5	12 YEARS	\$8,106
6	13 YEARS	\$8,223
7	14 YEARS	\$8,347
8	15 YEARS	\$8,467
9	16 YEARS	\$8,586
10	17 YEARS	\$8,706

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