Collective Bargaining Agreement

between

Northeast Florida Public Employees' Local 630

Laborers' International Union of North America

and

City of Jacksonville Beach

Effective October 1, 2016

PREAMBLE

This Agreement is entered into as of October 1, 2016, between the City of Jacksonville Beach ("The City") and Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, AFL-CIO-CLC ("LIUNA" or "the Union").

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship 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 basic and full Agreement between the parties concerning the rates of pay, wages, hours of work and other conditions of employment. There are no, and shall be no, individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need to promote the interests of the citizens of Jacksonville Beach and the public in general and having at all times available to them services on the most efficient and economical basis that are practically achievable. The City and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and to assure that the services of the City are provided without interruption.

It is contemplated that this Agreement will serve the interests of the public and employees by ensuring that a fair day's work is provided in return for a fair day's pay, providing conditions of employment suitable to maintain a competent work force and maximizing the efficiency and productivity of employees of the City of Jacksonville Beach. It is understood that members of the bargaining unit will at all times be responsive to and make every effort to carry forward the City's legitimate activities and functions and will accept and execute all legitimate instructions and orders given to them.

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	STRIKE PROHIBITION AND WORK REQUIREMENTS	2
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	NON-DISCRIMINATION	7
ARTICLE 5	UNION BUSINESS AND REPRESENTATIVES	8
ARTICLE 6	PAYROLL DEDUCTION AND DUES	9
ARTICLE 7	BULLETIN BOARDS	10
ARTICLE 8	RULES AND REGULATIONS	11
ARTICLE 9	PROBATIONARY EMPLOYEES	12
ARTICLE 10	HOURS OF WORK AND OVERTIME	13
ARTICLE 11	OUTSIDE EMPLOYMENT	16
ARTICLE 12	WAGES	17
ARTICLE 13	SENIORITY	18
ARTICLE 14	VACANCIES AND PROMOTIONS	19
ARTICLE 15	LAYOFFS	20
ARTICLE 16	EMPLOYEE BENEFITS	21
ARTICLE 17	HOLIDAYS	23
ARTICLE 18	INJURY IN THE LINE OF DUTY	25
ARTICLE 19	ANNUAL LEAVE	26
ARTICLE 20	SICK LEAVE	29
ARTICLE 21	BEREAVEMENT LEAVE/FUNERAL LEAVE	32
ARTICLE 22	JURY DUTY AND WITNESS DUTY	33
ARTICLE 23	SAFETY AND HEALTH	34
ARTICLE 24	CAREER DEVELOPMENT	35
ARTICLE 25	SEVERANCE PAY	36
ARTICLE 26	DRUG POLICY	37
ARTICLE 27	DISCHARGE AND DISCIPLINE	38
ARTICLE 28	GRIEVANCE PROCEDURE	41
ARTICLE 29	RETIREMENT	45
ARTICLE 30	SPECIAL MEETINGS	46
ARTICLE 31	SAVINGS	47
ARTICLE 32	ENTIRE AGREEMENT	48
ARTICLE 33	DURATION OF AGREEMENT	49

TABLE OF CONTENTS

APPENDIX **PAGE**

A. CLASSIFICATION AND PAY GRADES ..... -1-

B. POSITION CLASSIFICATION AND PAY PLAN ..... -6-

C. ADDITIONAL PAY ..... -9-

D. DRUG POLICY ..... -13-

E. GRIEVANCE FORM ..... -22-

F. OUTSIDE EMPLOYMENT NOTIFICATION FORM ..... -24-

ARTICLE 1
RECOGNITION

1.1 The City hereby recognizes the Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO-CLC as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit described in the Public Employees Relations Commission Certification Number 1146 issued October 7, 1996.

> INCLUDED: All regular full-time, non-supervisory, unsworn, warehouse, clerical and operational services employees employed by the City of Jacksonville Beach in the following departments: Personnel/Payroll, Finance, Central Services, Planning and Development, Recreation and Parks, Public Works, Electric, Golf Course, City Clerk, Police (See Appendix A).

1.2 It is further understood and agreed that the Union shall designate, in writing, those individuals who may speak on its behalf in any matter between the Union and the City, however, such matters shall include only those matters with which the Union has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the Union shall state the period of time for such designation.

ARTICLE 2
STRIKE PROHIBITION AND WORK REQUIREMENTS

2.1 The Union and bargaining unit members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any work stoppage, strike, sympathy strike, slowdown, or other withholding of services.

2.2 The Union, its officers, agents, stewards, and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility in the event of a breach of this Article or the law by other employees, to encourage and direct employees violating this Article or the law to return to work, to disavow the strike publicly, and to provide the City with written notice that the action is not authorized, is in violation of this Agreement and the law, and is not to be honored.

2.3 Any and all employees who violate any provision of law prohibiting strikes or this Article may be disciplined, at the discretion of the City Manager, up to and including discharge, and any such action by the City shall not be subject to the grievance and arbitration procedure set forth in this Contract except to determine if a violation of this Article, in fact, occurred.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Union recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services.

3.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operation and the direction of its work force. The City expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, or to alter, re-arrange, change, extend, limit or curtail its operations, or any part thereof, unless specifically expressed in this Agreement. The exercise of the described management functions by the City shall not be contrary to the express provisions of the collective bargaining agreement.

3.3 Without limiting the provisions of Section 3.2, but in order to clarify some of the more important unilateral rights retained by City management, the City shall have the following unilateral management rights which it may exercise in its sole discretion:

(a) To determine the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn;

(b) To determine the number or type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;

(c) To hire, re-hire, promote, lay-off and recall employees;

(d) To reprimand, suspend, demote, discharge, or otherwise discipline employees for proper and just cause;

(e) To maintain and improve the efficiency of employees;

(f) To determine job content and minimum qualifications for job classifications and the amount and type of work;

(g) To engage in experimental and developmental projects;

(h) To establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;

(i) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;

(j) To require employees to work overtime;

(k) To assign or reassign shifts, create, abolish or alter shifts, and rotate shifts;

(l) To discontinue, temporarily or permanently, in whole or in part any of its operations and to transfer, or assign all or any part of its operations or any part thereto to new facilities;

(m) To contract and/or subcontract, discontinue or otherwise dispose of or transfer any or all work operation or services or part thereof performed by any employee.

(n) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;

(o) To expand, reduce, alter, combine, transfer, assign, cease, or create any job, job classification, department or operation for any purpose;

(p) To determine the location, method, means and personnel by which operations are to be conducted, including the right to contract and sub-contract existing and future work;

(q) To control and regulate or discontinue the use of supplies, equipment, vehicles, and other property or services used, owned, possessed or leased by the City;

(r) To make, maintain, change, enforce or rescind policies, procedures, rules of conduct, orders, practices, and other operational procedures, policies and guides not inconsistent with this Agreement, including the right to alter or vary existing or past practices as the City may determine to be necessary for the orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement;

(s) To establish the standards of conduct and work of employees, establish or change operational or performance standards, and to determine the services to be provided by the City;

(t) To make or change rules, policies and practices, including those matters affecting the efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement;

(u) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, service and operation;

(v) To determine the qualifications for and select its supervisory, clerical, professional, part-time, temporary, contract and management employees;

(w) To determine the work to be performed during the employee's regular work day or shift and require that all work be performed in a safe, efficient, acceptable and professional manner;

(x) To require employees to submit to a medical examination provided the City will bear the cost of such examination or test so long as the examination or test is not required as a result of the employees illness or injury, or required for the employees return to work.

3.4 The City shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The City has the sole discretion to schedule and/or assign hours of work.

3.5 Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified.

3.6 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.7 There shall be inalienable and complete regard for the rights, responsibilities and prerogatives of city management under this Agreement. This Agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities or prerogatives, except as expressly modified or limited by this Agreement.

3.8 The City Council, subject to state law, has the sole authority to determine the purpose and mission of the City and the amount and allocation of the budget.

3.9 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3.10 It is agreed that job descriptions are not always comprehensive. Employees at the discretion of the City may be required to perform duties not within their specific job descriptions. It is also understood that to remain competitive job descriptions may be changed, altered, modified or eliminated as determined at the City's discretion. If any job description is changed, altered, modified or eliminated, the City will advise the Union prior to such change, alteration, modification or elimination.

3.11 Delivery of the City's services in the most efficient, effective, and courteous manner is of paramount importance.

3.12 Should the City exercise its management right and decide to contract out existing or future bargaining unit work, the City agrees to notify the Union of its decision no less than fourteen (14) calendar days prior to the implementation of the decision and to meet with the Union upon request. However, such obligation to meet with the Union shall not affect the City's right to implement said decision free from any bargaining obligation.

ARTICLE 4
NON-DISCRIMINATION

4.1 There shall be no discrimination against any employee by reason of the employee's race, national origin, religion, color, creed, sex, age, disability, Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, Union membership, promotion or training; and agree that the public interest requires employees to perform their duties to the best of their abilities.

ARTICLE 5
UNION BUSINESS AND REPRESENTATIVES

5.1 The City will consider, on an individual basis, any request from Union representatives for time off to engage in Union business or activities, with the understanding that the needs of the City come first. Time off granted for such purposes shall be without pay unless otherwise authorized by the City Manager, the Director of Human Resources, or their designee. Any decision whether to grant a request for time off to engage in Union business or activities shall be final and shall not be subject to the grievance procedure set forth in this Agreement.

5.2 To preserve the delivery of services and in accordance with Section 447.509, Fla. Stat., the Union, its members, agents, representatives, or any persons acting on its behalf are prohibited from the following acts: soliciting public employees during working hours of any employee who is involved in the solicitation; distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police station, jobsite and any such similar public installation. The Union further agrees that there shall be no signing or organizational activity, collection of dues, fees or assessments, meetings or other Union business activity on City time at any time unless specifically authorized by the City. Any violation of the above-stated provision may result in disciplinary action.

5.3 A written list of the Union Stewards shall be furnished to the Director of Human Resources immediately upon their designation. The Director of Human Resources shall be notified promptly, in writing, of any changes of said representatives. Union stewards shall be employees of the City.

5.4 All employees, regardless of Union affiliation or status, are subject to all City rules and regulations pertaining to the conduct of City employees unless specifically exempted by provisions of this Agreement.

5.5 The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union representatives in investigating, presenting, and adjusting grievances or disputes.

5.6 At the discretion of the City, the Business Manager of the Union may, with prior authorization by the City Manager, the Director of Human Resources, or their designee, be admitted to City property to meet with employees.

ARTICLE 6
PAYROLL DEDUCTION AND DUES

6.1 The City agrees to deduct once each pay period the Union dues of those employees who individually and voluntarily certify in writing on a prescribed Dues Permit Form (Appendix "B") that they authorize such deductions. The Union shall notify the City of the amount of dues to be deducted, and shall so certify. Any changes in the amount of Union dues would be effective in time reasonable not to exceed two (2) weeks to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

6.2 It is understood and agreed that the City shall assess a charge of NINETEEN DOLLARS AND 78/100 ($19.78) per month to the Union for services performed in withholding dues and remittance to the Union. The City shall remit once each month, monies collected and a list of employees paying dues to the Union by the fifteenth (15th) day of the following month. Remittance is complete when placed in the U.S. Mail, postage prepaid. The City remittance will be deemed correct if the Union does not give written notice to the City within fourteen (14) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.

6.3 In consideration of the City's agreement of the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the City against any and all liability claims of any kind which the City may incur or sustain as a result of any deduction for union dues.

6.4 Any employee may withdraw from membership in the Union and may withdraw authorization for deduction, at any time upon written notice to the City and the Union. Upon receipt of such notification, the City shall terminate dues deduction as soon as practical and shall notify the Union that the dues deduction was terminated at the direction of the employee.

6.5 The Union also agrees to reimburse the City for the cost of any change in the amount or manner of deducting dues at the rate of TWENTY EIGHT DOLLARS AND 43/100 ($28.43) per change for the total membership. The check to cover the cost for the change shall accompany the letter notifying the City of the change. The City is not required to implement the change until receipt of the check for the cost of the change.

ARTICLE 7
BULLETIN BOARDS

7.1 The Union shall be provided partial use of bulletin boards, as mutually agreed to by both parties, currently in place at employee work sites. In lieu of placing material on current bulletin boards, and with the approval of the City Manager or his/her designee, the Union may provide bulletin boards, of standard size, not to exceed 36" by 36", in keeping with the decor of the locations, at or near the locations of bulletin boards currently in place at employee work sites.

7.2 The Union agrees that it shall use the space on the bulletin boards referenced above only for the following purposes:

Notices of Union meetings and elections
Union election results
Reports of Union Committees
Recreational and social affairs of the Union
Rulings and Policies of the Union
Notices of public bodies

7.3 All Union materials placed on bulletin boards shall be signed by a Union Officer and copies of any materials to be posted shall be forwarded to the City Manager or the Director of Human Resources prior to the posting. Upon request, the Union may also obtain pre-approval from the City Manager for posting a particular type of standard form document, for example, meeting notices, union privileges brochure, union membership card, or list of stewards.

7.4 No material shall be posted which contains anything political or controversial, or anything adversely reflecting upon the City of Jacksonville Beach, its independent agencies, or its employees as determined by the City Manager or his/her designee. Any violation of this Article as determined by the City Manager or his/her designee will result in the immediate suspension of this Article, the immediate removal of all Bulletin Board privileges and disciplinary action against employees involved.

7.5 Decisions by the City pursuant to this Article are not subject to the grievance procedure.

7.6 Alleged misuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union and the City.

ARTICLE 8
RULES AND REGULATIONS

8.1 All rules, regulations, general orders and standard operating procedures affecting the City and/or its employees in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

8.2 Authority to change, modify or delete such rules, regulations, policies or procedures, rests with the City. The City will send any such changes to the Union.

8.3 If a change in rules or regulations has an impact on the wages, hours, terms or conditions of employment of employees in the bargaining unit, the union may notify the City, identify the impact and request bargaining concerning such impact.

ARTICLE 9
PROBATIONARY EMPLOYEES

9.1 All employees shall be classified as probationary employees upon employment during the first six months of service. An employee is considered to be a probationary employee until successful completion of the first six months of service. If an employee is absent from a scheduled shift during the first six months of employment, the probationary period will automatically be extended for a period of time equal to all periods of absence during probation. The probationary period may also be extended in increments of no more than 90 days for a period not to exceed eighteen (18) months at the discretion of the City.

9.2 Any employee classified as a probationary employee as defined above may be disciplined or discharged, with or without cause, and without recourse to the grievance procedure and shall be considered an "at will" employee. Any disciplinary action taken against any probationary employee, including any discharge or any decision concerning the employment, continued employment, or termination of employment of any probationary employee shall not be subject to the grievance procedure set forth in this Agreement.

9.3 All employment decisions concerning any probationary employee shall be left to the sole and exclusive discretion of the City Manager, and any such decisions may not be the subject of a grievance pursuant to the grievance procedure contained in this Agreement.

9.4 Provisions in this Agreement concerning seniority shall not apply to probationary employees; rather, seniority shall date back to the time of hire after an employee has successfully completed his or her probationary period.

9.5 Probationary employees are not eligible to receive vacation, sick, or personal leave until satisfactory completion of their initial probationary period as defined in Section 9.1 above.

ARTICLE 10
HOURS OF WORK AND OVERTIME PAYMENT

10.1 The purpose of this article is to define hours of work and computation of overtime.

(a) The standard work week shall consist of seven (7) consecutive twenty-four (24) hour periods. The day of the week the period ends and begins shall be determined by the City based upon legitimate business needs. All employees shall be required to report to work on time, shall not leave the job early without proper authorization and shall perform their assigned duties.

(b) Compensation for overtime will be in the form of cash payment, unless compensatory time or flex time (allowing an employee off, hour for hour, during the same workweek when the employee works beyond the regular scheduled hours to keep the employee's hours near, at or below 40 for the week) is mutually agreeable to the employee and the department director or his designee. Employees may, upon mutual agreement with the City, accrue up to forty (40) hours of compensatory time. Once this amount of compensatory time is reached, compensation for additional overtime hours worked will be in the form of cash payment. Compensatory time shall be earned at the rate of one and one-half hour for every overtime hour worked. Compensatory time shall be paid at the employees' regular straight time hourly rate. The City may at any time pay an employee for their accrued compensatory time. Accrued compensatory time may be taken in the same manner as vacation leave. Flex time, which has been approved by the Department Director, must be utilized within the same workweek in which the extra hours were worked, and the number of hours the employee will be allowed to take off as flex time must be mutually agreeable to the employee and department director.

10.2 Overtime shall be paid at the rate of one and one-half (11/2) times the regular rate of pay for any hours worked over forty (40) in any City established workweek for which overtime compensation has not previously been paid. All overtime must be approved by the supervisor. There shall be no duplication of premium payments and no claims that provide for "overtime on overtime or compensatory time." (no pyramiding of overtime) The procedure of including additional, supplemental and standby pays in the straight time rate for overtime hours and paying it as a lump sum shall terminate. Additional, supplemental and standby pays shall be paid in a lump sum per pay period (in a prorated amount), and included in the calculation of the additional 1/2 time rate for overtime hours worked. Employees shall not be required to repay any overpayments received through the effective date of this Agreement.

10.3 The work and rest days of employees shall be scheduled consecutively where possible.

10.4 The authority to change work schedules rests with the City. The City will give employees at least three calendar days' notice before changing an employee's regular work schedule when possible.

10.5 (a) Call Back Pay: An employee who has left his/her place of work and is called back for overtime work shall be paid for such overtime in accordance with this Article, provided that he/she shall receive a minimum payment of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period. The employees' time shall start from the time he/she receives the call-out. (This section does not apply to employees on Standby).

(b) Employees shall be subject to call back on a rotating basis. Employees who are contacted for call back and fail to report to work without a reasonable excuse may be subject to disciplinary action.

(c) Employees who are scheduled to report for overtime work (scheduled overtime), and who report, shall receive a minimum payment of two (2) hours at one and one half (1-1/2) times his/her regular rate of pay. Additional hours worked in conjunction with the regular work shift shall be paid on an hour per hour basis and shall not be considered scheduled overtime.

10.6 Standby Pay: A standby duty assignment is made by the department director who requires an employee to be available for work to provide service after normal working hours. Employees assigned standby shall be accessible by phone, pager or beeper and be ready to perform work within a reasonable amount of time as prescribed by the department director.

Standby hours shall not be counted as hours worked for the purposes of computing overtime.

(a) Standby shall normally be assigned on a daily basis. Standby may also be assigned for longer periods to respond to storms, severe weather conditions or possible anticipated outages.

(b) Employees assigned to standby duty on a daily basis shall be paid an additional 1.2 hours per day at his/her regular straight time hourly rate of pay.

(c) Employees called in to work while on standby shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours actually worked. These hours shall be computed starting from the time the employee left his/her home to the time he/she returns home from work.

(d) Failure to respond: In the event the employee who is on standby duty fails to respond to a call to work, he/she will forfeit the standby pay and may be subject to disciplinary action. Employees who fail to report for scheduled overtime may be subject to disciplinary action.

(e) Employees assigned to standby must be in a condition fit to respond in compliance with all City policies.

(f) It is the responsibility of the City to assign standby time equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area.

(g) With the written approval of the Department Director, employees will be allowed to exchange standby assignments. The employee performing the standby (and not the employee initially assigned the standby) shall be entitled to the standby pay set forth in sections 10.6(b).

10.7 (a) It is the responsibility of the City to distribute the opportunity for overtime work equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area.

(b) Nothing in this article shall require payment for overtime hours not worked except as expressly provided in this Agreement.

10.8 The City will pay a meal allowance for employees who travel on City business in accordance with City policy.

10.9 Extended Work Hours: An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work.

(a) If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of one and one half (1 ½) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.

(b) If the rest period under this Article extends into the employee's basic workday, the employee will be compensated for the rest hours that fall within the employee's basic workday. If the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period shall not be included as part of the eight (8) hour rest period.

(c) Paid rest time shall not be considered as time worked for calculating overtime pay.

(d) If the end of the employee's rest period falls within two (2) hours of the end of the employee's basic workday, the employee's manager has sole discretion to release the employee without loss of pay for the remainder of the workday.

ARTICLE 11
OUTSIDE EMPLOYMENT

11.1 Any outside employment shall be reported, in writing, on the Form that is Appendix "F" to this Agreement, to the Human Resources Department and the employee's supervisor by no later than five (5) calendar days before the outside employment is scheduled to begin. Any change in outside employment (including change of employer, dates/hours of employment, job title, duties to be performed, or location of employment) shall be reported, in writing, to the Human Resources Department and the employee's supervisor, by no later than five (5) calendar days before the change.

11.2 Outside employment shall not interfere with or be in conflict with the proper performance of the employees' duties with the City. Employees who engage in outside employment shall be in compliance with the Employee Code of Ethics contained in the City's Personnel Policies. Employees who engage in outside employment which is in conflict with the proper performance of their duties with the City or which results in a violation of the Employee Code of Ethics shall be informed of such conflict and shall be given the option of terminating their City employment or terminating their outside employment.

ARTICLE 12
WAGES

12.1 All bargaining unit employees shall be compensated in accordance with the pay schedule attached hereto and made a part hereof, referred to as Appendix “A".

12.2 Administration of the pay plan shall be in accordance with Appendix “B”.

12.3 (a) To promote skill and professional development among employees, the City may recognize certain certifications and licenses for receipt of additional pay. Upon presentation to the City of the license, certification or registration outlined on the attached Appendix “C” and upon the determination by the City that a need exists for such certification, registration or license, the employee may be eligible to receive additional pay.

(b) Additional pays as provided in this paragraph may be compensated hourly, biweekly, or annually as determined by the City to be consistent with pay policies and any applicable laws.

(c) Employees covered by this Agreement who were employed prior to 3/31/95, shall continue to receive Two Hundred Forty Dollars ($240.00) per year for each five years of continuous service to the City as longevity pay. Such longevity pay will be paid as determined by the City.

12.4 Performance Evaluations: Any grievance filed concerning a performance evaluation shall be filed at Step II of the grievance procedure, and the decision of the City Manager concerning such grievance shall be final and binding.

ARTICLE 13
SENIORITY

13.1 Seniority shall be defined as the length of continuous employment with the City unless otherwise specified.

13.2 In regard to leave accrual, seniority will be defined as the length of continuous employment with the City. In regard to job title, seniority will be defined as the length of continuous time in any specific job title. If an employee transfers from one department to another in the same job title, he shall carry with him seniority within the position that the employee has already acquired.

13.3 Seniority shall accumulate while on the active payroll and during periods of approved absences with pay. Seniority is not broken when an employee is on an approved leave of absence with or without pay.

13.4 Seniority shall be broken when an employee:

(a) Resigns;
(b) Is discharged for cause;
(c) Exceeds an authorized leave of absence;
(d) Is laid off and not recalled for six (6) months.

ARTICLE 14
VACANCIES AND PROMOTIONS

14. 1 (a) The City, when filling a vacancy for a position included in the bargaining unit, shall give notice by posting a job announcement on employees' bulletin boards and such other publicity as shall be deemed necessary. Such notices shall be posted for a minimum of ten (10) calendar days. All internal applicants, who meet the minimum qualifications for the position, shall be interviewed for the position.

(b) Where the requirements to fill a vacancy have been modified, after a posting to fill the vacancy as provided above, the job announcement shall be re-posted, with the modified qualifications, and all of the requirements of 14.1(a) shall be complied with.

14.2 The City shall make all determinations of qualifications of the applicants applying for promotion or employment. Factors to be considered include, but are not limited to; education, knowledge, skills, abilities, past performance, work history, attendance, characteristics, interest in the position and seniority. Nothing in this article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the City of Jacksonville Beach.

14.3 The City Manager's decision regarding vacancies and promotions is final and binding.

14.4 Whenever it is necessary to fill a position on a temporary basis due to the incumbent, whether he or she is on probation or permanent, being off work on sick leave, leave of absence, or any other reason, this temporary assignment shall be made by management. Management shall determine job qualifications, provided such determination is limited to those factors directly required to satisfactorily perform the job. Factors to be considered include, but are not limited to; education, knowledge, skills, abilities, past performance, work history, attendance, characteristics, interest in the position and seniority.

ARTICLE 15
LAYOFFS

15.1 The City may lay off employees in the bargaining unit whenever such action is made necessary by reason of shortage of work, or funds, the abolition of a position, division or department or because of changes in organization. However, no regular employee shall be laid off while there are probationary employees serving in the affected position.

15.2 Whenever the layoff of one or more employees shall become necessary, the City Manager shall notify the affected employee(s) at least thirty (30) calendar days in advance of the intended action and the reasons thereof with a copy to the Union. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.

15.3 The recall of employees who were laid off will be made in reverse order in which they were laid off.

ARTICLE 16
EMPLOYEE BENEFITS

16.1 Insurance Benefits. The City agrees to provide employees with the basic Health, Dental and Life insurance (excluding Supplemental Accident) group programs offered other City employees. The City agrees to pay the same amount of premium for the same insurance coverage for bargaining unit members as it does for other City employees. Dependent coverage for medical and dental insurance will be available on payroll deduction at employees' expense.

16.2 The City will provide $600 annually to all employees in the bargaining unit. This shall be considered an insurance supplement separate from salary.

16.3 Prescription Eyeglass Damage. The City will repair or replace prescription eyeglasses damaged in the line of duty subject to the restrictions contained in this section.

a) The City will repair or replace a bargaining unit employee's prescription eyeglasses, if all of the following conditions are met:

1. The eyeglasses were damaged as a result of the employee's performance of his or her duties.

2. The damage was not the result of the employee's own negligence or violation of City policies and/or procedures.

3. The employee reports the damage to the appropriate department director within 24 hours after the occurrence of the damage(may be extended if offices are closed)

4. The appropriate department director and the personnel director approve the claim for payment.

b) The City reserves the right to determine whether to repair or replace damaged glasses.

c) In no event will the City pay more than Two hundred dollars ($200) to repair or replace damaged glasses.

d) When an employee is entitled to payment under this section, the City will make every reasonable effort to reimburse the employee within thirty (30) days of determining it is payable.

e) Determination of payability shall be made in writing to the employee filing the claim.

16.4 Mileage and Travel Reimbursement: On occasions it may be necessary for employees to travel in order to attend a meeting, seminar or conference to a locality other than his/her normal headquarters. Should an employee be required to travel as part of the performance of his/her duties, the City shall provide for reimbursement in accordance with the City's established reimbursement policies.

ARTICLE 17
HOLIDAYS

17.1 Employees in the bargaining unit shall observe those holidays established by this Agreement as follows:

Date	Holiday
January 1	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving
4th Friday in November	Day after Thanksgiving
December 25	Christmas Day

Any other holiday proclaimed by ordinance of the City Council.

When a holiday falls on a Saturday, the Friday before shall be observed or if on Sunday, the following Monday shall be observed by employees working a Monday through Friday work week. The actual date of the holiday shall be observed for employees working shifts or any other schedule than Monday through Friday.

17.2 Employees who would not otherwise be scheduled to work, and who do not work, on the day that a holiday is observed shall receive payment for the holiday equal to straight time for the number of hours in the employee's regular shift, not to exceed twelve (12) hours. Upon mutual agreement between the employee and the City, as an alternative to receiving such payment, the employee may receive an alternative day off (which day must be agreed to by the employee and the City). Employees who would have been scheduled to work, and who do not work because of the observed holiday, shall be paid for the holiday at straight time for the number of hours equal to the employees' regular shift. (Designated as "holiday pay")

17.3 Any employee who is scheduled to work, and who does render services, on a day that a holiday is observed shall be compensated in an amount equal to one and one half (1-1/2) times the employee's regular hourly rate for all hours worked on the day that the holiday is observed in addition to receiving holiday pay. If such employee works in excess of the employee's regular scheduled shift, the employee shall receive two and one half (2-1/2) times his/her regular rate for all hours worked over the regular scheduled shift.

a) Call Out. Employees scheduled off or assigned standby on a holiday, who are called in to work, shall be paid one and one half times (1-1/2) the employee's regular hourly rate for all hours worked in addition to receiving holiday pay.

17.4 In no event shall an employee be paid in excess of double time and one-half (2-1/2) for hours worked on a holiday.

17.5 In order to receive holiday pay an employee must work the entire scheduled work day before and the entire scheduled work day after the holiday. For the purpose of holiday pay, time spent on prior approved annual leave, personal leave, compensatory time, bereavement, jury or witness duty or any other paid leave except sick shall count as hours worked. Time spent on sick leave shall, however, count as hours worked for the purpose of holiday pay (pursuant to this section), if:

(1) the sick leave is a partial day for a doctor's appointment and the employee received prior supervisor approval for use of sick leave for this doctor's appointment; or

(2) on the employee's next scheduled work day after the sick leave, the employee provides the supervisor with a note from a doctor which confirms that the employee was ill and unable to work on the day(s) before and/or after the holiday which the employee took as sick day(s).

ARTICLE 18
INJURY IN THE LINE OF DUTY

18.1 All employees within the bargaining unit who sustain an injury as a result of an accident in the course of and arising out of employment by the City, shall be eligible to receive all benefits provided by the Workers Compensation Laws of the State of Florida. Any employee so injured must follow City procedures in reporting such injury and follow up managed care.

18.2 Any time missed on the date of the injury, and the following four (4) scheduled work days missed as a result of the injury, shall be paid in full by the City. This leave can be used in hourly increments. Any further absences shall be paid in accordance with state statute governing workers compensation injuries.

18.3 Employees may use accumulated sick, annual and/or personal leave to cover the time off the job due to an on the job injury until he/she is compensated by Workers Compensation. Any payment later made by workers compensation shall be turned into the City and the employee's leave balances credited accordingly. Employees may also use accumulated sick, annual and/or personal leave or accrued compensatory time to supplement up to 33 1/3 percent of his/her pay which is not covered by Workers Compensation. In no case however, shall the combined payment of workers compensation and leave benefits exceed the employee's normal net salary.

18.4 Sick and Annual Leave shall continue to accrue, and the employee shall be eligible for holiday pay, so long as the employee is continuing to receive payment for accumulated sick or annual leave. Thereafter, the employee shall not accrue vacation or sick leave or be eligible for holiday pay.

18.5 If an employee, due to an on-the-job-injury is temporarily partially disabled from performing the duties of his/her classification, he/she may be temporarily reassigned without reduction in pay to other duties commensurate with medical and mental fitness, availability of suitable work and his/her qualifications for the position in accordance with the City's Return to Work procedures.

18.6. Employees absent from work due to an on-the-job injury shall not work any secondary jobs, unless approved by the City. Violation of this provision shall be cause for immediate discharge.

ARTICLE 19
ANNUAL LEAVE

19.1 All regular full-time employees (working 30 hours or more per week on a regular basis) are eligible for annual leave. Employees who work for the Police Department, and were hired before November 4, 1992, shall accrue annual leave with pay according to the following schedule on a biweekly basis:

Years of Service	Hours Accumulated
0-6 years	120 hours
7-14 years	150 hours
15-19 years	180 hours
20+ years	210 hours

All other employees in the bargaining unit scheduled to work at least 40 hours per week shall accrue annual leave with pay according to the following schedule on a biweekly basis:

Years of Service	Hours Accumulated
At the end of 6 months	40 hours
At 1st Anniversary	56 hours
At 2nd Anniversary	96 hours
At 3rd Anniversary	96 hours
At 4th Anniversary	96 hours
At 5th Anniversary	96 hours
At 6th Anniversary	96 hours
At 7th Anniversary	104 hours
At 8th Anniversary	112 hours
At 9th Anniversary	120 hours
At 10th Anniversary	128 hours
At 11th Anniversary	136 hours
At 12th Anniversary	144 hours
At 13th Anniversary	152 hours
At 14th Anniversary	160 hours
At 20th Anniversary and all Subsequent anniversaries	168 hours

The rate of accrual shall change to the higher rate in the pay period following the pay period when the employment anniversary occurs. Employees scheduled to work at least 30 hours but less than 40 hours per week shall accrue leave according to the following schedule:

30-34 hours per week

1-9 years service	80 hours
10+ years service	85 hours

35-39 hours per week

1-9 years service	92 hours
10+ years service	112 hours

19.2. Employees serving a probationary period shall accrue annual leave in accordance with the provisions of this section. Such employees may not take accrued annual leave until completion of the initial probationary period. If an employee serving a probationary period on an original appointment resigns without giving two (2) weeks' notice, or is terminated without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued leave.

19.3 Accrued annual leave may be taken at any time when authorized by the appropriate supervisor. Requests for annual leave must be submitted in writing at least two (2) weeks in advance. Supervisors may allow for less notice when they deem it appropriate based on the circumstances of the request.

19.4 If an employee's annual leave extends through a pay period, they may request their check in advance in compliance with the City's check advance policies.

19.5 Employees are allowed to accrue annual leave up to a maximum of that earned in a two (2) year period (the year immediately preceding the year of accumulation and the year of accumulation). Any leave amount accumulated over the maximum will be forfeited.

19.6 No annual leave will accrue for an employee on leave without pay, or one who has been suspended for disciplinary purposes.

19.7 Annual leave must be charged in half-hour (1/2) increments after a minimum unit charge of one (1) hour. Annual leave is not included as hours worked for the purposes of computing overtime.

19.8 The Beneficiary, as designated on the Employee Verification Form, shall receive pay for all unused annual leave upon death of the employee up to a maximum of 336 hours.

19.9 Should an employee become ill during a period of approved annual leave, accrued sick leave may be taken with the approval of the employee's immediate supervisor. A physician's certificate will be required to support payment of such accrued sick leave.

19.10 Annual leave may be used for maternity purposes to the maximum amount of hours accrued subject to Supervisory approval.

19.11 Upon resignation of employment with two (2) weeks' notice, the employee shall be paid for all accrued annual leave. The maximum amount payable shall be two (2) years (the year of accumulation and the year immediately preceding the year of accumulation) up to 336 hours. Any leave accrued over the two (2) year maximum shall be forfeited.

19.12 Retirement. Employees retiring under the City's pension plan may, with prior approval of their supervisor at least two (2) weeks prior to the start of such leave, elect to be paid on a day for day basis for accumulated annual leave in order to fulfill time in service requirements of the pension plan. Leave may be paid in compliance with the following provisions:

a) Prior approval must be obtained from the employee's supervisor at least two (2) weeks prior to the beginning of such leave;

b) Leave must be taken immediately prior to the desired eligible retirement date; and

c) While on such leave, the employee shall not accrue annual leave or any other leave benefits, additional pays or merit increase but shall be paid for holidays under this Agreement.

19.13 Personal Leave. All employees eligible for annual leave shall also be entitled to a personal leave day equal to the employee's regular shift not to exceed twelve (12) hours. This leave does not accrue and is forfeited at calendar year end if not used. Application to use this leave must be made in the same manner as for annual leave. If an employee leaves the City employment prior to utilizing the yearly allotment of leave, he shall be compensated for any outstanding balance.

ARTICLE 20
SICK LEAVE

20.1 All regular and full-time employees (working more than 30 hours per week on a regular basis) within the bargaining unit shall be eligible for sick leave accrual. Accrual will begin the payday following the pay period in which the employee attains one (1) month of continuous service. Employees are not eligible for payment of sick leave while in their initial probationary period.

20.2 Sick leave shall accrue as follows:

Employees scheduled to work 40 hours per week:	3.69 hours biweekly
Employees scheduled to work 30-39 hours per week:	3.07 hours biweekly

There shall be no limitation on the accrual amount.

20.3 Sick leave may be used for the following:

a) personal illness

b) exposure of the employee to a contagious disease when his continued presence on the job would endanger his fellow employees.

c) preventative medical or psychiatric treatment by a physician, dentist, psychiatrist or psychologist including appointments.

d) mental health treatment or counseling for the prevention of alcohol or drug abuse by a physician or city approved employee assistance counselor.

20.4 Sick leave shall stop accruing when an employee has missed ten (10) consecutive work days from work due to leave without pay or unpaid leave of absence.

20.5 A physician's certificate may be required to support any absence. Sick leave is a privilege which is extended to employees of the City; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal.

20.6 In no case will an employee be advanced sick leave.

20.7 Leave (including dependent sick leave) shall be used in half (1/2) hour increments after a minimum unit charge of one (1) hour.

20.8 Pregnancies shall be considered an illness for the purpose of granting sick leave for prenatal and postnatal care. Twelve weeks sick leave may be granted for the birth of a child. Should additional leave be requested, a doctor's certificate shall be required by the City to determine the amount of sick leave necessary for maternity care.

20.9 Up to 56 hours per year may be granted for an employee to care for ill children or seriously ill immediate family members who are living with the employee or the following relatives who do not reside with the employee: grandparents, parents, children, stepchildren, brothers or sisters or spouse's parents. Leave may be granted in no less than hourly increments and a medical certification from a physician may be required to utilize this leave. This leave may not be used for preventative care.

20.10 Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.

20.11 Sick leave shall not count as hours worked for the purpose of computing overtime.

20.12 An employee unable to work shall notify his/her immediate supervisor as soon as possible, not later than thirty (30) minutes before the scheduled work time. If the employee is on shift work, the supervisor should be notified at least two (2) hours before the shift begins. A shift employee is defined as an employee whose normal work schedule changes on a regular or rotating basis.

20.13 Retirement. Employees, upon retirement under the City's pension plan, and completion of five (5) years service, will be paid for unused sick leave up to a maximum of 720 hours.

An additional payment of sick leave shall be paid to retiring employees who:

1. Are retiring in "good standing" under the City's pension plan; and.

2. Possess twenty (20) years continuous service with the City; and.

3. Possess a sick leave balance of 720 hours.

Employees meeting the above criteria shall be eligible to receive payment for 25% of any hours accrued over 720 to a maximum of 2880 (for a maximum additional payment for 540 hours).

20.14 Unused sick leave is forfeited upon resignation or termination from the City service for any reason other than retirement as specified above.

20.15 Upon the death of an employee, unused sick leave will be paid to the beneficiary as if the employee retired in accordance with paragraph 20.13.

20.16 Family and Medical Leave Act. Employees with personal illnesses who qualify for leave under the Family and Medical Leave Act, as determined by the City, may be granted paid sick leave. Accrued paid sick leave shall automatically be applied to any FMLA leave, not to exceed the twelve (12) week limit specified under the act. If the employee exhausts paid sick leave prior to the twelve (12) week limit, the remainder of the leave may be taken as leave without pay.

20.17 Attendance Award. Employees accruing sick leave for a full calendar year and not in initial probationary status during that year shall be eligible for an attendance award that allows for the conversion of sick hours to annual leave or a cash payout. Awards are given once a year to employees who have perfect attendance or use minimal amounts of sick leave according to the following schedule:

Sick Leave used in One Calendar Year	Award
0 hours	16 hours converted
8 hours or less	8 hours converted

ARTICLE 21
BEREAVEMENT LEAVE/FUNERAL LEAVE

21.1 All regular full-time and probationary employees are eligible to receive bereavement leave proportionate to their work schedule.

21.2 Up to three (3) days leave with pay may be granted by the department director in the event of a death of an "immediate family member" in order to attend the funeral or to family affairs.

21.3 Immediate family is defined as the spouse and the children or adopted children, father, step-father, mother, step-mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, sisters, brother, step-sister, step-brother, of the employee and any natural or adopted child or grandchildren of the spouse.

21.4 Time off under these provisions may also be granted for the death of any other relatives of the employee who were living within the employee's household at the time of death.

ARTICLE 22
JURY DUTY AND WITNESS DUTY

22.1 Jury Duty. Any employee who is required to perform jury service during his/her normal working hours shall be paid his/her regular salary. The employee summoned as a juror shall notify his/her supervisor immediately by furnishing a copy of his/her summons and completing a leave request form. An employee who is released from jury duty shall report back to work for the remainder of the work day. The employee shall retain any remuneration received for serving.

22.2 Witness Duty. An employee who is subpoenaed to attend court to testify in his/her official capacity as a City employee during his/her normal working hours shall notify his/her supervisor immediately by completing a "Request for Leave of Absence" form and attaching a copy of his/her subpoena.

(a) The employee shall be paid his/her regular salary for the hours missed due to court attendance as a witness, however if he/she receives remuneration other than per diem, it shall be deposited with the City Treasurer in order to receive pay for the leave period.

ARTICLE 23
SAFETY AND HEALTH

23.1 The City and the Union agree that they will conform to and comply with applicable laws regarding safety and health.

23.2 The City and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

23.3 Any employee of the bargaining unit who does not comply with the safety rules and regulations may be subject to disciplinary action.

23.4 Protective devices, apparel and equipment provided by the City must be used. Failure to use equipment as directed or as outlined in policy may be cause for discipline. Employees shall be responsible for all City provided equipment or property. In addition, employees who lose or misplace City property, or who cause damage to City property by their negligence or intentional conduct, may be subject to disciplinary action.

23.5 The City and the Union recognize the importance of maintaining employees' good health. In adopting this philosophy, the Union agrees to support any City efforts in developing wellness or fitness programs for bargaining unit employees.

ARTICLE 24
CAREER DEVELOPMENT

24.1 In order to promote and maintain a competent and efficient workforce, employees are encouraged to continue their technical training and improve their skills. The City will assist employees with optional training that increases their competence and skills in their present jobs and prepares them for advancement in the future.

24.2 The City will reimburse employees for tuition costs on classroom training or approved correspondence courses as determined by the City. Reimbursement shall not be made for books or supplies. Application for and approval of reimbursement shall be in accordance with the City established procedures.

24.3 Employees leaving the City within one year of receiving reimbursement must refund the City for the reimbursement received. It is agreed that these costs may be taken from the Employee's final paycheck or leave balance.

ARTICLE 25
SEVERANCE PAY

25.1 Non-probationary employees in good standing with the City who are laid off (for non-disciplinary reasons), and who experience a loss of pay as a result of such layoff (that is, they do not obtain employment effective upon the effective date of the layoff), shall receive payment for the following number of hours at the employee's straight time rate:

5+	years service	40 hours
6+	years service	60 hours
10+	years service	80 hours
15+	years service	120 hours
20+	years service	160 hours

Employees who are identified for layoff and chose retirement in lieu of layoff shall not be entitled to any severance pay.

ARTICLE 26
DRUG POLICY

26.1 The City and the Union recognize that the City should not accept any risk to the safety of its employees or members of the public or compromise the quality of its work, services or productivity as the result of alcohol or drug abuse which can impair one's normal mental and physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida State Statute 440.102 (Rule Chapter No: 38F-9) Executive Order 12584 (Drugfree Work place Act) and The Omnibus Transportation Employee Testing Act of 1991 and accompanying Department of Transportation regulations.

26.2 The Union agrees to support the City's policy attached as Appendix "D" and the employees shall abide by all its provisions. The City may change or amend the policy to conform to any change to, or creation of, any federal or state law or regulation. The City agrees to notify the Union in writing of any change or amendment to the policy and the reasons for such changes or amendments.

ARTICLE 27
DISCHARGE AND DISCIPLINE

27.1 Employees who have completed their initial employment probationary period may be discharged, suspended, demoted, or otherwise disciplined for proper cause. The City agrees that disciplinary action shall be in a timely fashion. Forms of disciplinary action may include:

(a) oral reprimand;

(b) written reprimand;

(c) at the option of the City Manager with the concurrence of the employee, the loss of vacation, personal, sick or holiday leave;

(d) suspension without pay; and

(e) discharge of employment.

27.2 The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary actions shall normally be progressive and shall be determined at the discretion of the City. Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles, and result in immediate discharge of employment or other disciplinary action. Once the measure of discipline is determined and imposed, the City will not increase it for the particular act of misconduct unless new facts or circumstances become known.

27.3 Employees in the bargaining unit are subject to discipline, up to and including discharge, for any violation of City procedures or policies, contract provisions, personnel directives, general orders or policies and civil service rules of the City. Employees shall be provided a written statement of any discipline taken (excluding oral reprimands).

27.4 Employees shall have the right to review their official personnel file upon request to the department director. The employee shall have the opportunity to submit a written statement responding to any written reprimand issued. The employees' responding statement will be entered in the personnel file.

27.5 Prohibited Conduct.

Acts of conduct that are grounds for discipline, up to and including discharge, include but are not limited to the following:

(a) Falsifying statements, records or reports.

(b) Theft.

(c) Fighting, bringing any firearm, knife or other weapon (which is not a necessary tool for the job) to work or improperly threatening or harassing any employee or customer.

(d) Engaging in wrestling, horseplay, or any other act which might interfere with the safe or efficient operation of the City or cause injury or harm to persons or property.

(e) The intentional destruction of city property and/or negligence in the operation of a city vehicle, city machinery or equipment.

(f) Being under the influence of intoxicants or illegal drugs while on duty. Possession of intoxicants or illegal drugs while on duty.

(g) Commission of an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the laws of the State of Florida.

(h) Insubordination.

(i) Incompetency, inefficiency or misconduct in the performance of duties.

(j) Attempting to induce an officer or employee of Jacksonville Beach to commit an unlawful act.

(k) Taking for his personal use from any person any fee, gift or other valuable thing (valued over $25) in the course of his/her work or in connection therewith, when such gift or other valuable thing is given in the hope of receiving a favor or treatment greater than that accorded other persons.

(l) Engaging in outside activities on city time or unauthorized use of city equipment.

(m) Violation of any of the rules or policies of the department or City.

(n) Conduct, whether on or off duty, which reflects discredit upon the City.

(o) Repeated or unauthorized tardiness.

(p) Unauthorized absences.

(q) Being absent without leave or failing to report after leave of absence has expired. Failure to report to duty without notice to the City for three consecutive work days shall result in automatic dismissal.

(r) Failure to maintain minimum qualifications for a position due to loss of any license or certification.

(s) Leaving the working area during working hours without authorization.

(t) Sleeping on duty.

(u) Failure to immediately report vehicle accidents or accidents involving damage to City or private property.

(v) Intentional release of any security codes or keys to unauthorized individuals.

(w) Disruptive, threatening or violent behavior.

(x) Bullying including intimidating, humiliating, degrading or threatening behavior

27.6 Any employee subject to dismissal, demotion, or suspension shall have the right to a pre-disciplinary meeting with his/her department director, unless said action is for tardiness. The meeting shall be conducted prior to any action being taken.

27.7 When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and no union representative is immediately available, the City may postpone the meeting until a representative is available, cancel the meeting, or if mutually agreeable with the employee, continue the meeting without a representative.

27.8 Any written reprimand, or other written documentation of any other discipline, shall be furnished to the employee outlining the reason for the disciplinary action. The employee will be requested to sign the document acknowledging receipt. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, or other documentation of disciplinary action, such signature shall only acknowledge receipt of the document and shall not mean the employee agrees or disagrees with the document or disciplinary action.

27.9 Resignation: An employee who desires to terminate his/her service with the City shall submit a written resignation to his/her department director. In order to resign in good standing, the resignation must be submitted 14 calendar days in advance of the effective date. The written resignation, or a copy thereof, shall be filed in the employee's personnel file. Employees failing to resign in good standing shall forfeit all accrued leaves.

ARTICLE 28
GRIEVANCE PROCEDURE

28.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee, group of employees or the Union, through a member of the bargaining unit, may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the grievance procedure.

28.2 All grievances must be handled exclusively as set forth in this procedure.

28.3 Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisor, division supervisor, superintendent, department director, Personnel Director or the City Manager. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors. Any employee's informal discussions with his or her supervisor, division supervisor, superintendent, department director, Personnel Director or the City Manager, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

28.4 If the aggrieved employee has a reasonable belief that disciplinary action may result from an investigatory or disciplinary interview, the employee may request Union representation, in which event the grievant will notify the City, and the grievant will be responsible for notifying the Union. If an employee makes such a request, the City may, at its discretion, (1) grant the request and postpone the meeting until the union representative may be present, (2) discontinue the meeting, or (3) offer the employee the choice of continuing the meeting unaccompanied by a union representative or having no meeting at all. If a meeting is for the purpose of simply notifying the employee of a previously made disciplinary decision, and no questions will be asked nor will the employee be offered any options to the discipline, the employee does not have the right to union representation.

28.5 Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure. All time limits shall be calendar days. If any deadline under this Article shall fall on a Saturday, Sunday or observed holiday, as defined in Article 17.1, the deadline shall be the next calendar day which is not a Saturday, Sunday or observed holiday.

28.6 If the City fails to answer any grievance in the time provided, the grievance shall be deemed

denied. A grievance not advanced to the next higher step within the time limit provided shall be deemed withdrawn and settled on the basis of the decision most recently given.

28.7 To be subject to review at any level of the grievance procedure, a grievance must be in writing, and must be filed using the grievance form mutually agreed to by the parties (see Appendix "E"), and must contain the following information:

(a) Aggrieved employee's name and signature.

(b) Aggrieved employee's classification.

(c) Date grievance was filed in writing.

(d) Date and time action or conduct giving rise to the grievance occurred.

(e) Where action or conduct giving rise to the grievance occurred.

(f) Description of incident, action or conduct giving rise to the grievance, including identification of every person involved if possible.

(g) Article and section of the Agreement alleged to have been violated and an explanation of how it was violated.

(h) Desired remedy to resolve grievance.

28.8 If a meeting, hearing or arbitration is scheduled during the grievant's shift, attendance at such will be with pay. However, if the meeting, hearing or arbitration is scheduled for a time other than the grievant's normal shift then attendance will be without pay. This policy shall also apply to attendance by the grievant's union representative.

28.9 Grievances shall be processed in accordance with the following procedures:

Step 1. The grievant shall present, in writing, his/her grievance to his/her supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. The only exception to this time limit is where an employee, through no fault of his own, was not aware of the occurrence of the action giving rise to the grievance, and in that case, the grievance must be filed within ten (10) calendar days after the grievant became aware of the occurrence, or, if earlier, within ten (10) calendar days of when the grievant should have become aware of it, if he/she had used due diligence. In no case, may a grievance be filed more than fifteen (15) calendar days after the occurrence of the action giving rise to the grievance. Discussions at the first stage of the grievance procedure will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall schedule a meeting with the employee within ten (10) calendar days after the grievance is received. The supervisor shall investigate and give a written response to the employee within seven (7) calendar days after the meeting.

Step 2. If the employee is not satisfied with the answer received in Step 1, and chooses to proceed

further, he/she must file an appeal in writing within seven (7) calendar days after receipt of the supervisor's response. The appeal shall be filed with the division supervisor. The division supervisor shall schedule a meeting with the grievant within ten (10) calendar days after receipt of the appeal. The supervisor shall answer the grievance in writing within fourteen (14) calendar days after the meeting. (If a division supervisor does not exist then this step is skipped)

Step 3. If the employee is not satisfied with the answer received in step 2, and chooses to proceed further, he/she must file an appeal in writing with the department director or his/her designee within seven (7) calendar days after receipt of the division supervisor's answer. The department director or his designee shall investigate the grievance and shall schedule a meeting with the grievant within ten (10) calendar days after receipt of the appeal. The department director or his/her designee shall notify the grievant in writing of his/her decision no later than twenty-one (21) calendar days after the meeting.

Step 4. If the employee is not satisfied with the answer received in step 3, and chooses to proceed further, he/she must file an appeal in writing with the City Manager or his/her designee within seven (7) calendar days after receipt of the department director's answer. The City Manager or his/her designee shall investigate the grievance and may conduct such meeting as he/she deems necessary. The City Manager or his/her designee shall notify the grievant in writing of his/her decision no later than forty-five (45) calendar days after receipt of the appeal.

Step 5. If a grievance as defined in this Article has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration in writing to the office of the City Manager no later than fourteen (14) calendar days after the date of the response from the City Manager in Step 4 of the Grievance Procedure. The date of the response of the City Manager or his/her designee shall be the date the decision is hand delivered or telefaxed to the grievant. If the grievant was represented by the Union during the grievance, the date of the response of the City Manager or his/her designee shall be the date the decision is hand delivered or telefaxed to the Union.

28.10 Upon appeal to arbitration, the employee, Union, or Employer may submit to the other the names of two (2) individuals, either of whom is acceptable to the Union, employee, or Employer to arbitrate the grievance. If within ten (10) calendar days after the request for arbitration, the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed, or of some other person qualified to act or arbitrate, then the Union, or employee shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The request to the FMCS must be made no more than 30 calendar days after the request for arbitration or arbitration is waived. The arbitrators shall be selected from such panel by alternately striking names from the list (the grievant shall strike first), until the last name is reached.

28.11 The powers of the arbitrator shall be limited as follows:

1) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement;

2) The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;

3) The arbitrator shall have no power or authority to establish or change wage scales, rates for new jobs, or to change any established pay policies or the pay plan;

4) The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined under Article 28, Section 28.1;

5) The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;

6) The arbitrator shall promptly hear the matter and shall issue the decision within thirty (30) days from the close of the arbitration.

28.12 The decision of the arbitrator shall be final and binding on the City, the Union, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's authority or violates Chapter 684 of the Florida Statutes.

28.13 Costs for the arbitrator and the hearing will be borne by the losing party. Transcripts will be paid for by the party requesting it. Each party will pay for their own representatives and witnesses.

28.14 No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Union agree in writing to waive this provision.

28.15 Any step of the grievance procedure may be waived upon mutual agreement between the grievant and the City in writing.

28.16 In the case of a grievance arising from discipline of a non-probationary employee, other than discharge, demotion, or suspension, the decision of the City Manager at Step 4 of the grievance procedure shall be final and binding and no arbitrator shall have authority to review or alter any decision of the City Manager concerning discipline of non-probationary employees, other than discharge, demotion, or suspension.

.

28.17 Discipline of newly hired probationary employees, up to and including discharge, is not subject to the grievance procedure. No employee, or other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action taken against any probationary employee and the City is not required to consider, respond to, or act upon any such grievance.

ARTICLE 29
RETIREMENT

29.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Jacksonville Beach General Employees' Retirement Plan (the "Plan"), as amended on November 25, 2103 and February 6, 2017.

29.2 The maximum benefit shall be 75% of final average compensation or $90,000 annually, whichever is less; provided, any employee who has accrued a benefit in excess of $90,000 on the effective date shall retain that accrued benefit if not greater than 75% of final average compensation, but shall not accrue any additional benefit after the effective date.

29.3 Compensation for pension purposes on and after November 25, 2013 (the "effective date") shall be base pay plus longevity pay, and shall exclude overtime pay and all other compensation.

29.4 The normal retirement date for employees with less than 10 years of credited service on the effective date and employees hired on or after that date shall be age 55 with 30 years of credited service or age 62 with 10 years of credited service, whichever is earlier. Employees with 10 or more years of credited service on the effective date shall retain the current normal retirement date of age 60 with 5 years of credited service, or 30 years of credited service regardless of age.

29.5 The vesting period for employees with less than 5 years of credited service on the effective date and employees hired on or after that date shall be 10 years, including credited service before and after the effective date. The deferred benefit for employees with less than 10 years of credited service on the effective date and employees hired on or after that date who attain 10 years of credited service and separate from city employment prior to the normal or early retirement date shall be payable at age 55 with 30 years of credited service, age 62 with 10 years of credited service, or age 65 with 5 years of service, whichever is earliest.

29.6 The above changes shall not apply to any employee who has reached age 60 with 5 years of credited service or 30 years of credited service regardless of age on the effective date.

29.7 The DROP closed to new members on the effective date, replaced with a BACK-DROP. Employees who were participating in the DROP on the effective date may continue to participate in the DROP under the terms in effect on the date they entered the DROP. Employees who reached the normal retirement date on or after the effective date, and employees who reached the normal retirement date before the effective date but are not participating in the DROP on that date, and continue employment beyond the normal retirement date may elect the BACK-DROP. Under the BACK-DROP, an employee may receive a lump sum payment equal to the pension benefits the employee would have received had he/she retired on their normal retirement date, with interest at the rate of 3%.

29.8 The employee contribution shall be 7.95% of compensation.

ARTICLE 30
SPECIAL MEETINGS

30.1 The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

30.2 Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement.

30.3 Such special meetings shall be held within 10 calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties.

ARTICLE 31
SAVINGS CLAUSE

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

31.2 If any provisions of this Agreement are found to be in conflict with the statutory powers of the City Manager or the City, said statutory power of the City Manager or the City shall take precedence.

ARTICLE 32
ENTIRE AGREEMENT

32.1 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 understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

32.2 This Agreement is complete in writing. It may be amended only by an instrument in writing, signed by the City and appropriate union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working conditions, benefit or past practice which is not covered or contained in this Agreement.

32.3 No wage or benefit increases are automatic unless expressly provided in this Agreement, but may be the subject of a timely request for collective bargaining.

ARTICLE 33
DURATION OF AGREEMENT

33.1 This Agreement shall commence and become effective on October 1, 2016, and shall continue in full force and effect until midnight of the September 30, 2019. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect.

SIGNATURE PAGE

In witness whereof, the parties have set their hands this __th day of February, 2017.

FOR THE CITY

_____

William C. Latham
Mayor

_____

George D. Forbes
City Manager

_____

Laurie Scott
City Clerk

FOR THE UNION

_____

Ronnie Burris
Field Representative

_____

APPENDIX A

SECTION I
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
Administrative & Fiscal	Accounting Technician	119
	Buyer	120
	Collections Representative	119
	Customer Service Representative I	116
	Customer Service Representative II	118
	Purchasing Specialist	116
	Storekeeper	117
Planning & Development	Building Codes Inspector	125
	Code Enforcement Inspector	121
	Permit Specialist	117
	Senior Permit Specialist	119
Landscape & Maintenance	Building Attendant	110
	Building Maintenance Mechanic	118
	Equipment Mechanic	119
	Lead Equipment Mechanic	120
	Maintenance Worker I	114
	Maintenance Worker II	116
	Maintenance Worker III	117
Public Safety	Animal Control Officer	116
	Community Service Officer	116
	Parking Enforcement Coordinator	119
	Police Records Specialist	115
	Property & Evidence Officer	117
	Public Safety Communications Officer	119
	Sr. Public safety Communications Officer	122

APPENDIX A

SECTION I
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
Electric Utilities	Apprentice Lineworker	200
	Apprentice Relay Technician	200
	Consumption Technician	118
	Cut In-Cut Out Technician	118
	Design Drafting Technician	120
	Electric Meter Technician	121
	Electrical Engineering Technician I	117
	Electrical Engineering Technician II	122
	Journey Lineworker	202
	Lead Design Drafting/GIS Technician	122
	Line Crew Leader	203
	Meter Reader	117
	Relay Technician	202
	Relay/Substation Crew Leader	203
	System Operator	201
	System Operator (NERC Certified)	202
	System Operator/Programmer (NERC Cert)	203
Public Works	Construction Project Manager	129
	Crew Supervisor	122
	Engineering Design/GIS Technician	122
	Equipment Operator	118
	General Supervisor	123
	Heavy Equipment Operator	119
	Lift Station Mechanic	119
	Maintenance Worker I	114
	Maintenance Worker II	116
	Maintenance Worker III	117

APPENDIX A

SECTION I
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
Public Works	Plant Maintenance Helper	115
	Plant Operating/Training Specialist	125
	Sanitation Supervisor	121
	Senior Lift Station Mechanic	120
	Senior Utility Plant Operator	124
	Traffic Marking/Signage Supervisor	121
	Utility Plant Instrumentation Technician	124
	Utility Plant Mechanic	121
	Utility Plant Operator	122
	Utility Plant Operator Trainee	116
	Utility Service Worker I	117
	Utility Service Worker II	119
	Utility Service Worker III	120

APPENDIX A

SECTION II
PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
109	$8.75	$11.46	$14.17
	$18,200.00	$23,836.80	$29,473.60
110	$9.19	$12.05	$14.90
	$19,115.20	$25,064.00	$30,992.00
111	$9.65	$12.67	$15.68
	$20,072.00	$26,353.60	$32,614.40
112	$10.13	$13.27	$16.40
	$21,070.40	$27,601.60	$34,112.00
113	$10.64	$13.95	$17.26
	$22,131.20	$29,016.00	$35,900.80
114	$11.17	$14.66	$18.15
	$23,233.60	$30,492.80	$37,752.00
115	$11.73	$15.37	$19.01
	$24,398.40	$31,969.60	$39,540.80
116	$12.32	$16.15	$19.97
	$25,625.60	$33,592.00	$41,537.60
117	$12.94	$16.96	$20.98
	$26,915.20	$35,276.80	$43,638.40
118	$13.59	$17.82	$22.04
	$28,267.20	$37,065.60	$45,843.20
119	$14.27	$18.71	$23.15
	$29,681.60	$38,916.80	$48,152.00
120	$14.98	$19.64	$24.30
	$31,158.40	$40,851.20	$50,544.00
121	$15.73	$20.62	$25.50
	$32,718.40	$42,889.60	$53,040.00
122	$16.52	$21.68	$26.83
	$34,361.60	$45,094.40	$55,806.40
123	$17.35	$22.74	$28.13
	$36,088.00	$47,299.20	$58,510.40

APPENDIX A

SECTION II
PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
124	$18.22	$23.89	$29.55
	$37,897.60	$49,691.20	$61,464.00
125	$19.13	$25.09	$31.05
	$39,790.40	$52,187.20	$64,584.00
126	$20.09	$26.33	$32.57
	$41,787.20	$54,766.40	$67,745.60
127	$21.09	$27.64	$34.19
	$43,867.20	$57,491.20	$71,115.20
128	$22.14	$29.02	$35.89
	$46,051.20	$60,361.60	$74,651.20
129	$23.25	$30.48	$37.70
	$48,360.00	$63,398.40	$78,416.00
130	$24.41	$31.99	$39.57
	$50,772.80	$66,539.20	$82,305.60
131	$25.63	$33.59	$41.55
	$53,310.40	$69,867.20	$86,424.00
132	$26.91	$35.27	$43.63
	$55,972.80	$73,361.60	$90,750.40
133	$28.26	$37.04	$45.81
	$58,780.80	$77,043.20	$95,284.80
201	$23.43	$24.03	$24.61
	$48,734.40	$49,982.40	$51,188.80
202	$27.20	$31.20	$35.20
	$56,576.00	$64,896.00	$73,216.00
203	$29.33	$33.64	$37.95
	$61,006.40	$69,971.20	$78,936.00

APPRENTICE CAREER DEVELOPMENT PROGRAM
PAY GRADE SCHEDULE

GRADE	BEGINNING OF YEAR 1	BEGINNING OF YEAR 2	BEGINNING OF YEAR 3	BEGINNING OF YEAR 4
200	$17.68	$19.45	$21.40	$25.00
	$36,774.40	$40,456.00	$44,512.00	$52,000.00

APPENDIX B

POSITION CLASSIFICATION AND PAY PLAN

A. Appointments and Starting Rates

1) The minimum salary established for a position is considered the normal appointment rate for new employees.

2) Appointments below or above the minimum salary may be authorized by the City Manager if the applicant's training, experience or other qualifications are substantially above those required for the position. Exceptions are as noted in the trainee category.

3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase, (this provision shall apply to promotions only and not to transfers or qualification advancements).

B. Administration of the Pay Plan

1) The Pay Grade Schedule provides pay grades and salary ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

2) An employee may receive a salary increase by means of a merit salary advancement, promotion or reclassification, provided there is an availability of funds.

3) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.

4) The City Manager may approve special salary increases based on evaluation of performance.

C. Merit Increases

1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic but based upon an evaluation of performance of an individual.

2) An employee is eligible for a merit salary advancement on the anniversary date of his/her employment in the position, as warranted by performance, provided that funds are available for the increase.

3) Rules guiding the performance evaluation system determine whether there will be no increase or the increase will be 2% to 3% of the midpoint within the employee's current pay grade. Recommendations for no increase or salary decrease must be justified.

4) Merit increases in excess of 2% of the midpoint within the applicable pay grade may be justified for employees deserving special recognition and must be approved by the City Manager,

D. Probationary Increases

Upon satisfactory completion of the probationary period as a new employee or following a promotion, the employee shall be eligible for a merit salary advancement of 3% to 5% over the employee's current rate of pay.

E. Apprentice Career Development Program

Employees participating in the Apprentice Lineworker or Apprentice Relay Technician Career Development Program will progress through the salary grade assigned to the job classification commensurate with their completion of all education, training and performance requirements of the program as well as annual performance evaluations.

At the beginning of the 5th year; upon satisfactory completion of the apprenticeship program, apprentices will be eligible for a qualification advancement to grade 202. Apprentices will remain in grade 200 until satisfactory completion of the program. Apprentices who successfully complete the program, demonstrate competency and maintain satisfactory performance, as determined by the City, shall be eligible for a 10% salary increase upon qualification advancement.

This schedule eliminates pay increases upon satisfactory completion of the 6 month probationary period and replaces merit increases.

F. NERC Certified Operators

Electric System Operators who obtain NERC certification shall receive a qualification advancement to grade 202. NERC Certified Electric System Operators who have completed 3,120 hours on the Beaches Energy system shall be eligible for a salary increase of 15%.

G. Lead Worker Category

A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job without direct supervision. The assignment of a Lead Worker should be made with care and be monitored periodically to assure that the employee is functioning in this

capacity.

When assigned as Lead Worker the employee should receive up to a three percent (3%) increase above present pay while on the assignment. When the assignment is removed, the special pay provision will be removed. All Lead Worker assignments must be approved by the City Manager prior to any compensation payment.

H. Training Category

In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed. The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

I. EXCEL (Excellent City Employees with Longevity) Program

1) An employee may be eligible for a lump sum award of 2% to 3% of the midpoint within the employee's current pay grade, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.

2) EXCEL lump sums may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

J. Effective Date

The Position Classification and Pay Plan shall be effective on October 1, 2016 and shall remain in force and effect until September 30, 2019.

APPENDIX "C"

ADDITIONAL PAYS

License/Certification	Annual Amount	Positions Qualified	Department
Lawn & Ornamental Pesticide License or Restricted Use Lawn & Ornamental Pesticide License	$500	Maintenance Worker I, II & III Equipment Operator Crew Supervisor General Supervisor	Grounds Maintenance
Water C License	$500	Utility Plant Mechanic	Public Works Water or PCP
Wastewater C License	$500	Utility Plant Mechanic Lift Station Mechanic Sr. Lift Station Mechanic	Public Works Water or PCP
Water or Wastewater C License *(Dual Certification)*	$500	Utility Operators, Senior Operators & Plant Operations/Training Specialists who obtain a dual "C" License in Wastewater Operations or in Water Operations	Public Works Water or PCP

ADDITIONAL PAYS

License/Certification	Annual Amount	Positions Qualified	Department
Water or Wastewater B License	$500	Utility "C" Operators & Senior Operators Lab Technician Plant Operations/Training Specialist	Public Works
Water or Wastewater A License	$500	Utility "C" or "B" Operators & Senior Operators Lab Technician Plant Operations/Training Specialist	Public Works
Water Distribution Technician Certificate or System Operator License	$500	Crew Supervisor	Public Works (Dist & Collection)
Wastewater Collection Technician	$500	Crew Supervisor Lift Station Mechanic Sr. Lift Station Mechanic	Public Works (Dist & Collection)
Backflow Tester/Repairer License	$500	Utility Operators & Senior Operators Utility Plant Mechanics Utility Service Worker III	Public Works
Welding Certificate	$500	Utility Plant Mechanic	Public Works

ADDITIONAL PAYS

License/Certification	Annual Amount	Positions Qualified	Department
Federally Qualified Apprenticeship Training Program	$500 (2yrs) $500 (additional upon completion)	Line Truck Operator Cut In Cut Out Technician	Electric
Building Inspector License	$500	Building Codes Inspector Codes Enforcement Inspector	Planning & Development
1 & 2 Family Dwelling Inspector	$250	Code Enforcement Officer	Planning & Development
Code Enforcement Professional	$250	Code Enforcement Officer	Planning & Development
Plumbing or Mechanical Inspector (limited payment for one license)	$500	Building Codes Inspector Codes Enforcement Officer	Planning & Development
Electrical Inspector (Residential & Commercial)	$500	Building Codes Inspector Codes Enforcement Officer	Planning & Development

ADDITIONAL PAYS

These monies are not payable in positions which require the certification or license as part of the minimum requirements for the position. They are payable only while the individual holds the position listed.

Additional pays are limited to $1,500 annually to any one person except for the following position:

Title	Limit
Utility Plant Operators who obtain dual certification in water and wastewater operations.	$2,000

APPENDIX D

DRUG POLICY

I. DEFINITIONS

1. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

2. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription. “Drug” means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; a metabolite of any of the substances listed in this paragraph; and any controlled substance listed in Section 893.03, Fla. Stat.

3. "Reasonable suspicion" means a suspicion based upon a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective facts and articulable facts and reasonable inferences drawn from those facts that are able to be drawn from these facts in light of the observers experience.

4. "Drug Abuse" means the ingestion of any drug, as defined by this policy and controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription in excess of prescribed and/or legal limits. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.

5. "Drug Test" or “test” means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites includes an immunoassay screen; all positive initial results will be confirmed by retesting the same urine sample by a second analytical procedure (currently gas chromatography/mass spectrometry (GCMS).

6. "Employee" means a person who works for salary, wages, or other remuneration for the City, performs services for compensation and is covered by the Worker's Compensation Act.

7. "Employee Assistance Program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

8. "Medical Review Officer (MRO)" means a licensed physician, employed with or contracted with the City, responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results, and who has the necessary and appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

9. "Under the Influence" means, for alcohol, .05 blood alcohol level and for drugs, the cutoff levels set by the National Institute on Drug Abuse (NIDA). Traces of alcohol between .01-.04 which do not fall under this definition shall still be considered cause for disciplinary action.

10. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

11. "Confirmed" when describing a test means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

12. "Drug rehabilitation program: means a service provider that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

13. "Safety-sensitive position" means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to Section 110.1127, Fla. Stat., or a position in which a momentary lapse in attention could result in injury or death to another person.

II. INTRODUCTION

Alcohol and drug abuse have become one of the nation's greatest problems. Unfortunately, we are not immune to such problems in the workplace. The City will not accept any risk that the safety of our employees, the safety of the general public, the quality of our services or work productivity may be impaired by the abuse of alcohol or use of illegal drugs.

This policy is implemented pursuant to Executive Order 12584 (Drug Free Workplace Act), the drug free workplace program requirements set forth in ss440.102 of the Florida Workers' Compensation Act, the Florida Administrative Rules 59A-24, Drug Free Workplace Standards (440.102), 49 C.F.R. Part 391 - Department of Transportation Controlled Substance Testing, 49 C.F.R., Part 40-Department of Transportation Procedures for Workplace Drug Testing Program and ss316.302 Florida Statutes, traffic and safety for commercial motor vehicles.

III. POLICY

It is the policy of the City to maintain a drug-free workplace. As a condition of continued employment, all employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this policy. It is a condition of employment that employees do not report to work with the presence of drugs or alcohol in their bodies. The use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, or non-prescribed controlled substances on or off the job is strictly prohibited.

The use, sale, distribution, possession or being under the influence of alcohol during the employee's working hours, in any work area on City property, while on City business or while operating a City owned or leased vehicle (or any vehicle being used for City business) is strictly prohibited.

In order to detect the use of these substances, as described above, employees will be directed to submit to urinalysis drug tests, blood tests, breath or saliva tests. Employees who refuse to be tested or who test positive for drugs or alcohol will be subject to discipline, up to and including termination of employment, and any illegal drugs found on City property will be turned over to appropriate law enforcement authorities. Pursuant to the Federal Highway Administration Controlled-Substance Testing Regulations, a person who tests positive for the use of controlled substance for which the City is testing is medically unqualified to operate a commercial motor vehicle. Furthermore, if a driver refuses to be tested, such refusal will be treated as a positive test and the driver will not be permitted to operate a commercial motor vehicle. An employee injured on the job who refuses a drug test or whose test is confirmed positive will forfeit all workers' compensation medical and indemnity benefits in addition to any disciplinary action.

The use of alcoholic beverages by City employees on City premises or on City assignment may take place only when part of an approved city function. The authorization of alcoholic beverages at such functions does not relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the City's reputation.

Employees with substance abuse problems are urged to discuss a rehabilitation option with their Employee Assistance Provider and/or a local drug and alcohol rehabilitation program. A representative sampling of such local programs and their respective contact information is attached to this policy. Employees who voluntarily come forward and admit (without being directed to submit to testing and absent any misconduct or injury or property damage) to being a user of illegal drugs shall be offered the opportunity for counseling or rehabilitation.

Employees who wish to contact the City Employee Assistance Program directly are encouraged to do so. This is a confidential service that can be utilized without City involvement. Information regarding this assistance program is attached and if you have any questions please contact the Personnel Department or your supervisor.

This policy is part of the collective bargaining agreement and employees retain the right to appeal any alleged violations of the collective bargaining agreement to the Public Employees Relations Commission or applicable court.

IV. RULES

A) Prohibition

1) Use or possession of any illegal drug is prohibited.

2) Possession of alcohol while on City premises or on duty is prohibited.

3) Being under the influence of any illegal drug or alcohol while on duty is prohibited.

4) Sale, manufacture, distribution, or dispensation of any illegal drugs is prohibited.

EXCEPTION: Use or possession of a controlled drug that is prescribed to an employee is permitted as prescribed for and used by that employee only. Such prescriptions can have a direct impact on vigilance, judgment, coordination, vision, hearing and alertness. Therefore, an employee who must use prescribed drugs during work and whose physician advises that performance or behavior could be negatively affected by such use, must report this fact to their supervisor, Department Director or the Personnel Director before they report to duty.

Possession or use of alcohol while on City premises is allowed only during social and recreational events where alcohol is permitted. This does not relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the City's reputation.

B) Circumstances Warranting Testing

1) If the City has "Reasonable suspicion" that an employee has consumed or is under the influence of alcohol or illegal drugs the employee will be asked to undergo a urinalysis and/or blood test as directed. Reasonableness will be established when two managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol which is affecting job performance or represents a threat to the safety of the employee, his co-workers, or the public. In circumstances where it is not feasible to have two managerial/supervisory employees concur that there is reasonable suspicion, (no other supervisor is available or time is critical in ordering the test) testing may be ordered by one supervisor/manager. This will include incidents where employees are involved in an accident involving personal injury or property damage.

2) After-care monitoring. Anytime within two years after an employee has tested positive for the presence of illegal drugs or alcohol or admitted inappropriate or illegal usage after completing initial rehabilitation, whichever is later is subject to follow-up testing. After an employee tests positive for the presence of alcohol or drugs or admits the inappropriate or illegal use of alcohol or drugs, the employee shall submit to random follow-up testing at least once a year, at the City's direction, for a 2-year period commencing upon completion of the drug rehabilitation program.

3) Routine Medical (Fitness for Duty) Examinations. Employees who are otherwise routinely scheduled for medical examinations will be tested for illegal drugs and alcohol as part of the medical examination.

4) Random Drug Testing. Limited to employees operating vehicles which have been identified to fall under Department of Transportation Alcohol and Drug Testing Rules.

5) Post Accident Testing. All employees operating vehicles which have been identified to fall under DOT Alcohol and Drug Testing Rules if ticketed for a moving violation as a result of a reportable accident.

C) Tests

1) Whenever an employee is required to be tested they shall provide urine or blood specimens as directed by the City contracted collection/testing facility.

2) Testing/collection shall be conducted at a City contracted facility. Testing will be conducted in accordance with U.S. Department of Health & Human Services and NIDA guidelines. Post accident testing will also be conducted in accordance with the Florida Workers' Compensation guidelines and positive test results will be reported to the insurance carrier.

3) The type of tests to be conducted will be determined by the City in compliance with applicable Federal and State Laws. A listing of the drugs for which an individual will be tested shall be provided *immediately prior to the test* and shall include but not be limited to the following:

Alcohol/Beer (booze, drink, hard liquor, wine)
Amphetamines (binhetamine, desoxyn, dexedrine)
Barbiturates (phenobarbital, tuinal, amytal)
Benzodiazepines
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, leaf, grass, weed, reefer)
Cocaine/Cocaine metabolite (coke, blow, nose candy, snow, flake, crack)
Opiates (opium, dover's powder, paregoric, parepectolin, codeine, morphine, heroin, demoral)
Phencyclidine
Myethaqualone
Synthetic Narcotics
Designer Drugs and Metabolites of any of the above listed drugs
The City reserves the right to test for additional drugs upon advance notice.

4) When an employee tests positive on an initial test a confirming test will be included in the testing procedure.

5) Any employee scheduled for testing has the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.

6) The City shall pay for the costs of any tests it requires.

7) Any employee who refuses to submit to substance abuse testing will be subject to discharge.

8) Employees required to be tested shall be driven to the testing facility by the City. Under no circumstances is an employee suspected of drug or alcohol abuse to be allowed to drive himself/herself to a test facility. Picture identification is required at the testing site.

D) Confidential History of Medication

Prior to any drug or alcohol testing, employees will be provided confidential "History of Medication" forms on which to report to an independent Medical Review Officer ("MRO") the use of prescription and non-prescription medications before being tested. Individuals testing positive for drug or alcohol use will be given an additional opportunity to provide this information to the MRO after being tested. A list developed by the Agency for Health Care Administration, of the most common drugs or medications (by brand name or common name, as well as by chemical name) which may alter or affect a drug test, is attached to this policy. The Medical Review Officer may also be consulted for technical information concerning prescription or non-prescription medication.

E) Explanation of Test Results

An or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO within five (5) working days after written notification of the positive test result. If an employees' explanation or challenge is unsatisfactory to the MRO, the MRO will report the positive test result to the employer. The employer then has another five (5) working days to contact the employee again to advise him/her of the test result and the employee's right to appeal. The employee may contest the test result as provided by the Rules of the Division of Workers' Compensation by filing a timely claim for benefits with a Judge of Compensation Claims or, if no injury has occurred, with a court of competent jurisdiction. Any such challenge must be filed within 30 days after the individual receives notice that his or her explanation of the test result was unsatisfactory. In addition, at the individuals' own expense, employee may request to have a portion of the specimen retested at a state approved testing facility. If the individual contests the test result, the laboratory must be notified by the employee. The employee must also notify the laboratory of any administrative or civil action filed pursuant to Florida Statute Chapter 440.

F) Confidentiality

All information gathered as a result of a drug test on employees shall be considered confidential and maintained separately from personnel records. Information may be released only under a "need to know" basis or if authorized by law. Any individual found to violate this confidentiality, will be subject to disciplinary action up to and including discharge.

G) Arrest or Conviction for Drug-Related Offenses

Any employee who is either arrested, indicted or convicted of a drug or alcohol related violation must report this information to his or her Supervisor no later than five (5) days after such arrest, indictment or conviction. Any employee who is convicted of a drug-related charge, and any employee who is arrested, or indicted, or convicted of a work-related drug or alcohol charge, may be subject to discipline, up to and including termination of employment.

H) Violations

1. **Drugs**

a) Positive Test Results:

Employees-If an employee tests positive for being under the influence while on duty:

1) **1st incident of positive results**-Disciplinary action shall be issued which shall include at minimum a suspension. Any employee retained shall be offered a rehabilitation option as a condition of continued employment. Failure to accept rehabilitation or to complete rehabilitation shall be cause for immediate dismissal.

Cost of rehabilitation shall be the employee's responsibility; however it shall be coordinated with any insurance or EAPs provided by the City.

2) **2nd incident of positive results**-the employee will be immediately dismissed.

b) Selling or Possessing Illegal Drugs:

Employees found to be selling or possessing drugs shall be turned over to the local authorities. The City shall also take any disciplinary action it deems appropriate up to and including termination. Conviction of any of the above offenses will result in termination of employment.

2. **Alcohol**

a) Positive Test Results:

Employees-If an employee tests positive for being under the influence while on duty:

1) **1st incident of positive results** - the employee will receive a disciplinary suspension and be referred to the EAP.

2) **2nd incident of positive results**-Disciplinary action shall be issued by the City. Where the City determines it is appropriate, the employee may be offered a rehabilitation option as a condition of continued employment. Failure to accept rehabilitation or to complete it shall be cause for immediate dismissal.
Any further incident -- the employee will be immediately dismissed.

Cost of rehabilitation shall be the employee's responsibility; however, it shall be coordinated with any insurance or EAPs provided by the City.

b) Possessing Alcohol on City premises or While on Duty:

Employees found to be using or possessing alcohol on City premises or while on duty shall face disciplinary action up to and including termination of employment. (Exception see page 5 "Exception")

3. **Supervisors**. Supervisors who observe or have knowledge of employees committing any of the prohibitions of this policy are required to take appropriate action. Failure to do so will result in disciplinary action up to and including dismissal.

APPENDIX E
Grievance Form

REPORT OF GRIEVANCE (LIUNA) Grievance #:_____
(Do not complete)

Grievant's Name: _____ Date Completed: _____

Job Title: _____

Date Incident occurred giving rise to Grievance: _____

Article and Section of Agreement violated and how violated: _____
(Include a complete description of the incident here)

_____

_____

_____

_____

_____
(*Attach additional pages if needed)*
Remedy Requested: _____

_____

_____

Employee Signature: _____

Step I-Supervisor Response ***Date Grievance Received:*** _____

Grievance Settled: ☐ Grievance Denied: ☐

Date of Meeting: _____ Date Response Given: _____
(Attach Response Provided)

Signature of Supervisor: _____

Step II-Division Supervisor Response ***Date Grievance Received:*** _____

Grievance Settled: ☐ Grievance Denied: ☐

Date of Meeting: _____ Date Response Given: _____
(Attach Response Provided)

Signature of Supervisor: _____

Step III-Superintendent or Department Director Response ***Date Grievance Received:*** _____

Grievance Settled: ☐ Grievance Denied: ☐

Date of Meeting: _____ Date Response Given: _____
(Attach Response Provided)

Signature of Supervisor/Department Director: _____

Step IV-City Manager ***Date Grievance Received:*** _____

Grievance Settled: ☐ Grievance Denied: ☐

Date of Meeting: _____ Date Response Given: _____
(Attach Response Provided)

Signature of City Manager or Designee: _____

Step V-Arbitration

Date Arbitration Request Received: _____

Received by: _____
City Manager/Designee

Note: Up through the level of Department Director, a meeting with the grievant is required. Failure of the City to respond at any level is deemed a denial of the grievance. Failure of the grievant to file within the time limits prescribed shall be deemed a withdrawal and settlement of the grievance. **At each stage of the grievance, the City should return a copy of the grievance to the grievant along with a copy of the City's response. It is the grievant's responsibility to ensure his/her grievance is filed at each appropriate level until resolved or withdrawn by the grievant.**

Employees of the bargaining unit may file a grievance without union representation.

Upon a supervisors receipt of the grievance he/she should contact the Personnel Department to report it.

APPENDIX F

CITY OF JACKSONVILLE BEACH
NOTIFICATION OF OUTSIDE EMPLOYMENT

EMPLOYEE NAME_____

DEPARTMENT _____ TITLE _____

DATE OF NOTICE _____

OUTSIDE EMPLOYER NAME _____

JOB TITLE _____

DUTIES TO BE PERFORMED _____

BEGINNING DATE OF EMPLOYMENT _____

HOURS OF EMPLOYMENT _____

LOCATION OF EMPLOYMENT _____

_____ _____
Employee Date

_____ _____
Supervisor Date

_____ _____
Human Resources Representative Date