

## Agenda

### City Council

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Monday, December 2, 2019

7:00 PM

Council Chambers

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#### **MEMORANDUM TO:**

The Honorable Mayor and  
Members of the City Council  
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

#### **OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF MINUTES**

19-211 Council Briefing held on November 18, 2019

19-212 Regular Council Meeting held on November 18, 2019

#### **ANNOUNCEMENTS**

#### **COURTESY OF THE FLOOR TO VISITORS**

#### **MAYOR AND CITY COUNCIL**

19-213 Proclamations:  
1. American Legion Auxiliary's 110<sup>th</sup> Birthday  
2. Giving Tuesday Day  
3. Dial- A- Ride Day

#### **CITY CLERK**

19-214 Appointment of One Member and Two Alternates to the Board of Adjustment

**CITY MANAGER**

- 19-215** Approve the Three-Year Collective Bargaining Agreement with Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, Effective October 1, 2019

**RESOLUTIONS**

- 19-216** RESOLUTION NO. 2045-2019

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL AND ADMINISTRATIVE (NONUNION) POSITIONS, EFFECTIVE OCTOBER 1, 2019.

- 19-217** RESOLUTION NO. 2046-2019

A RESOLUTION AMENDING CHAPTER 4, HOURS OF DUTY AND LEAVE, OF THE CITY OF JACKSONVILLE BEACH PERSONNEL POLICIES, EFFECTIVE OCTOBER 1, 2019.

- 19-218** RESOLUTION NO. 2047-2019

A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, RESOLVING THE MATTER COMMONLY KNOWN AS THE LAKESIDE DRIVE GATE; DECLARING VALID PUBLIC PURPOSES FOR AN ELECTRONICALLY OPERATED GATE TO BE INSTALLED AND REMAIN PERMANENTLY CLOSED WITH EXCEPTION FOR EMERGENCY AND PUBLIC WORKS PURPOSES, KINGS ROAD BRIDGE CLOSURES AND CERTAIN EMERGENCY EVENTS; ASSIGNING CITY STAFF WITH DIRECTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; REPEALING PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER RELATED PURPOSES.

**ORDINANCES**

- 19-219** ORDINANCE NO. 2019-8129 (Second Reading)

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING VARIOUS SECTIONS OF THE LAND DEVELOPMENT CODE, AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**ADJOURNMENT****NOTICE**

*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.*

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, extension 10, no later than one business day before the meeting.*

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The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

**Mayor:** William C. Latham

**Council Members:** Keith Doherty                      Georgette Dumont                      Sandy Golding  
Christine Hoffman                      Cory Nichols                      Phil Vogelsang

Also present was City Manager Mike Staffopoulos, Police Chief Gene Paul Smith, and City Attorney Chris Ambrosio.

**Purpose of Briefing**

The purpose of the briefing was to update the Council Members about ongoing items in the City.

**City Manager**

**Parking Program first-year review**

Mr. Staffopoulos reviewed the highlights [on file] for the first year of the City's new paid parking program. He stated the following:

- 60% increase in paid parking revenues
- Revenues of approximately \$73,000 through violations
- Clear peak in usage documented April through July
- No issues with patrons using automated kiosk systems

Mr. Staffopoulos stated the following recommendations:

Amend the Agreement to include:

- Establishing pro-rata distribution of funds for violations
- Establishing authorization for seeking collections and documentation of pro-rata distribution of collections revenues
- Establishing a residential parking rate

Modify operations to include:

- Reducing instances of incorrect citations
- Implementing an interim notice prior to collections
- Improving the resident registration process

Conversation ensued regarding the following topics:

- Possibility and ideas for offering short term parking for food pick-up
- An easier registration process for City residents
- Need for additional hours and days for paid parking

Mr. Staffopoulos stated minor changes would be made to the program, and Council would review the program again after another year of operation.

Lakeside Drive gate

Mr. Staffopoulos stated two draft resolutions had been written [on file]. One resolution is to keep the gate open, and the other resolution is to close the gate permanently after the completion of the construction project.

Conversation ensued regarding the two resolution options. The possibility of adding a walking path and/or a path for low-speed vehicles (such as golf carts) to pass through was discussed.

There was a consensus among Council to close the gate after the construction project has finished. Having electronic control of the gate was suggested and discussed.

Mr. Staffopoulos stated the City Attorney, Chris Ambrosio would revise the two drafted resolutions. One for closing the gate, electronic access, and including a path for low-speed vehicles. And the other resolution would be for closing the gate, electronic access, and not include a path for low-speed vehicles. The two drafts would be brought before Council for a vote at a future Council meeting.

Other topics

Council Member Hoffman asked about the status of the Public Works Director position as well as the Communication Manager position. Mr. Staffopoulos stated the top two candidates for the Director of Public Works position were brought in this week for final interviews. An offer was made to the top candidate, and the City is awaiting a response. Mr. Staffopoulos stated the application deadline for the Communication Manager position was recently closed. The City received 40+ applications, and the top candidates would be brought in for interviews.

Council Member Golding asked for clarification regarding the gate closure resolution and the lack of permanency a resolution holds. Mr. Ambrosio stated it was his suggestion to continue with a resolution as it is not a permanent solution and would allow future Council to make any changes if desired.

Council Member Doherty requested an update regarding the ADA beach walkover project. Mr. Staffopoulos stated the walkovers are scheduled to be completed by the end of the calendar year.

Council Member Golding asked about the status of the second Animal Control Officer. Chief Smith stated the second Animal Control Officer has been hired and is scheduled to start in approximately one month.

The briefing adjourned at 6:25 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, MAYOR

Date: \_\_\_\_\_

**Minutes of Regular City Council Meeting  
held Monday, November 18, 2019, at 7:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



**OPENING CEREMONIES:**

Council Member Vogelsang provided the Invocation, followed by the salute to the flag.

**CALL TO ORDER:**

Mayor Latham called the meeting to order at 7:01 P.M.

**ROLL CALL:**

Mayor: William C. Latham

Council Members: Keith Doherty      Georgette Dumont      Sandy Golding  
Christine Hoffman      Cory Nichols      Phil Vogelsang

Also present were City Manager Mike Staffopoulos and City Attorney Chris Ambrosio.

**APPROVAL OF MINUTES:**

**Motion:** It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously to approve the following minutes:

- Council Briefing held on October 28, 2019
- Regular Council Meeting held on November 4, 2019

**ANNOUNCEMENTS:**

Ms. Golding mentioned the waterline work on 3<sup>rd</sup> Street has wrapped up on the north end. The pavement has been resurfaced, the streets that come into 3<sup>rd</sup> Street now have cross marks on them, and the sidewalks have the textured mats for the disabled. She was pleased pedestrian safety has been improved.

Mr. Doherty congratulated St. Paul's Middle School on their win at a Brain Brawl competition out of a total of 16 schools from Duval and St. Johns County.

Ms. Hoffman stated the Beaches Museum opened their latest exhibit featuring the history of Neptune Beach.

Ms. Dumont attended the Veteran's Day Memorial celebration at Veteran's Memorial Park in Atlantic Beach on Veteran's Day.

Mayor Latham, along with Beaches Energy Services Director Allen Putnam, attended the groundbreaking for one of three very large solar fields the Florida Municipal Power Association is co-sponsoring in West Melbourne. As more solar power becomes available, the City would have more availability for our customers. There are two fields in Osceola County and one in Orange County. The equivalence of 900 football fields.

**COURTESY OF THE FLOOR TO VISITORS:**

- The following supported permanently opening the gate at Lakeside Drive:
  - Morgan Siders, 2041 Waterway Island Lane, Jacksonville Beach
  - Tim Kazmierczak, 2768 Lois Lane, Jacksonville Beach
  - Nicole Weaver, 2000 Kings Road, Jacksonville Beach
  - Brandon Siders, 2041 Waterway Island Lane, Jacksonville Beach
  - Abbi Heilmann, 1857 Kings Road, Jacksonville Beach
  - Jerry Wetzel, 1821 Indiana Woods Drive, Neptune Beach
  - Ernesteen Carr, 2776 Seagate Avenue, Jacksonville Beach
- The following supported keeping the gate at Lakeside Drive closed:
  - Jeffrey Roby, 1719 Arden Way, Jacksonville Beach
  - Dave Polovina, 2069 Lakeside Drive, Jacksonville Beach, provided a handout [on file]
  - Linda Polovina, 2069 Lakeside Drive, Jacksonville Beach
  - Brian Duerr, 2014 Lakeside Drive, Jacksonville Beach
  - Michael Mayes, 2015 Lakeside Drive, Jacksonville Beach
  - Marlene Shad, 2056 Lakeside Drive, Jacksonville Beach
  - Ruth Forrest, 2729 Lois Lane, Jacksonville Beach
  - Richard Coffman, 1848 Seagate Avenue, Neptune Beach
  - Kelli Childs, 1848 Nightfall Drive, Neptune Beach
  - William Randolph, 1835 Nightfall Drive, Neptune Beach
  - Roger Bennett, 1871 Nightfall Drive, Neptune Beach
  - Mary Frosio, 1830 Nightfall Drive, Neptune Beach
  - Mari Branson, 1836 Seagate Avenue, Neptune Beach
  - Michelle Jackson, 2022 Lakeside Drive, Jacksonville Beach
- The following supported permanently opening the gate at Lakeside Drive, but did not wish to speak:
  - Patrick Weaver, 2000 Kings Road, Jacksonville Beach
- Shandy Thompson, 522 3<sup>rd</sup> Avenue South, Jacksonville Beach, spoke regarding a previous discussion about forming a community group, an event she held at the Carver Center, and a non-ADA compliant walkover at 17<sup>th</sup> Avenue North.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, shared his thoughts about the Community Redevelopment Agency and referenced a handout [on file]

**MAYOR AND CITY COUNCIL:**

**CITY CLERK:**

**CITY MANAGER:**

**Item #19-202 – Accept the Monthly Financial Reports for the Month of October 2019**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to accept the monthly reports for the month of October 2019.

**Roll Call Vote:** Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham  
The motion passed unanimously.

**Item #19-203 – Authorize Execution of an Assignment and Assumption of Submerged Land Lease**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to authorize the City Manager to execute the Assignment and Assumption of Submerged Land Lease as provided.

Mr. Staffopoulos explained this is for a submerged land lease located by Beach Marine, which is currently under contract and getting ready to close to a new owner. One of the requirements is the City does a transfer of the submerged land lease from the existing ownership [Rose and Ken, Inc.] to the new ownership group [Windward Jacksonville Marina, LLC].

**Roll Call Vote:** Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham  
The motion passed unanimously.

**Item #19-204 – Appointment of Two Members to the Community Redevelopment Agency**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to nominate Art Graham as a Member for reappointment to the Community Redevelopment Agency for a new four-year term expiring on December 31, 2023.

Mayor Latham stated there are interviews held regularly for people who are interested in serving on a board. Those who request to be reappointed go through the interview process as well.

**Roll Call Vote:** Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham  
The motion passed unanimously.

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to nominate Scott Gay as a Member for reappointment to the Community Redevelopment Agency for a new four-year term expiring on December 31, 2023.

Ms. Golding stated she participated in the interviews, and she would like the Council to consider Gary Paetau for the position. She said the current composition of the CRA consists of a business owner in the downtown area, a resident that lives in the downtown area, but there isn't anyone who lives in the south end redevelopment area that is represented on the CRA.

**Motion:** It was moved by Ms. Golding and seconded by Mr. Doherty, to consider the appointment of Mr. Paetau as a Member to the Community Redevelopment Agency for a four-year term expiring on December 31, 2023.

**Discussion:**

Mr. Doherty explained although not a prerequisite, he preferred giving opportunities to residents, and Mr. Gay does not reside in Jacksonville Beach.

Mr. Vogelsang raised a point of order that Ms. Hoffman already made a motion, which was seconded, to reappoint Mr. Gay to the CRA. Mayor Latham acknowledged the point of order.

Ms. Hoffman withdrew her motion.

Ms. Hoffman commented she thought there had been a discussion about nominating Mr. Paetau for appointment to the Planning Commission in the next agenda item [19-205] because [Planning Commission Second Alternate] Bill Spann would be better suited to start up the [Building and Fire Codes] Board of Appeals. She wanted to raise the issue to be able to retain everybody.

Mayor Latham stated the current motion is to consider Gary Paetau to be appointed to the position.

**Roll Call Vote:** Ayes –Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham  
The motion passed unanimously.

Mayor Latham expressed thanks and appreciation for Mr. Gay's service to the Community Redevelopment Agency.

**Item #19-205 – Appointment of One Regular Member and One Alternate to the Planning Commission**

Mayor Latham opened up to Council Members for nominations for the Regular Member.

**Motion:** It was moved by Ms. Golding and seconded by Ms. Hoffman, to nominate Greg Sutton as a Regular Member for reappointment to the Planning Commission for a new four-year term expiring on December 31, 2023.

**Roll Call Vote:** Ayes –Nichols, Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham  
The motion passed unanimously.

Mayor Latham opened up to Council Members for nominations for the Alternate position.

**Motion:** It was moved by Ms. Dumont and seconded by Mr. Doherty, to nominate Justin Lerman as the Second Alternate on the Planning Commission for a four-year term expiring on December 31, 2023.

**Discussion:**

Ms. Golding asked for clarification from the City Clerk about a note in the spreadsheet indicating Mr. Lerman asked to be removed from consideration for the Planning Commission. City Clerk Laurie Scott stated the note was added after receiving an email from Mr. Lerman. Ms. Scott advised Mr. Lerman was present, whereafter Mr. Lerman stated he did not remember saying he was not interested in the Planning Commission.

**Roll Call Vote:** Ayes – Vogelsang, Doherty, Dumont, Golding, Hoffman, Nichols, Mayor Latham  
The motion passed unanimously.

**ORDINANCES:**

**Item 19-206 ORDINANCE NO. 2019-8125 (Second Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2019-8125 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 32. UTILITIES, CREATING ARTICLE VII. FATS, OILS, AND GREASE (FOG) PROGRAM; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE PURPOSE AND APPLICABILITY OF THE ORDINANCE; REQUIRING FOOD SERVICE FACILITIES TO INSTALL, OPERATE, AND MAINTAIN GRAVITY GREASE INTERCEPTORS OR HYDRO-MECHANICAL GREASE INTERCEPTORS; PROVIDING FOR SCHEDULED CLEANING OF HYDRO-MECHANICAL GREASE INTERCEPTORS AND GRAVITY GREASE INTERCEPTORS; PROVIDING FOR VARIANCE; PROVIDING FOR RECORD KEEPING; PROVIDING FOR INSPECTIONS OF GRAVITY GREASE INTERCEPTORS AND HYDRO-MECHANICAL GREASE INTERCEPTORS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2019-8125, amending Chapter 32 Utilities, creating Article VII Fats, Oils, and Grease (FOG) Program.

Mr. Staffopoulos explained this ordinance is to give some “teeth” to the Pollution Control Plant to restrict fats, oils, and greases from being discharged into the sewer collection system.

**Roll Call Vote:** Ayes –Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham  
The motion passed unanimously.

**Item 19-207 ORDINANCE NO. 2019-8126 (Second Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2019-8126 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING AND RESTATING IN ITS ENTIRETY CHAPTER 2, ARTICLE V, DIVISION 5, GENERAL EMPLOYEES’ RETIREMENT SYSTEM, OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2019-8126, amending Chapter 2, Article V, Division 5 – General Employees’ Retirement System, of the City of Jacksonville Beach Code of Ordinances.

**Discussion:**

There was no discussion.

**Roll Call Vote:** Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham  
The motion passed unanimously.

**Item 19-208 ORDINANCE NO. 2019-8127 (Second Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2019-8127 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING AND RESTATING IN ITS ENTIRETY CHAPTER 2, ARTICLE V, DIVISION 6, POLICE OFFICERS’ RETIREMENT SYSTEM, OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2019-8127, amending Chapter 2, Article V, Division 6 – Police Officers’ Retirement System, of the City of Jacksonville Beach Code of Ordinances.

**Discussion:**

There was no discussion.

**Roll Call Vote:** Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham  
The motion passed unanimously.

**Item 19-209 ORDINANCE NO. 2019-8128 (Second Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2019-8128 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING AND RESTATING IN ITS ENTIRETY CHAPTER 2, ARTICLE V, DIVISION 7, FIREFIGHTERS’ RETIREMENT SYSTEM, OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES;**

**PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2019-8128, amending Chapter 2, Article V, Division 7 – Firefighters’ Retirement System, of the City of Jacksonville Beach Code of Ordinances.

**Discussion:**

There was no discussion.

**Roll Call Vote:** Ayes – Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham  
The motion passed unanimously.

**Item 19-210 ORDINANCE NO. 2019-8129 (First Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2019-8129 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING VARIOUS SECTIONS OF THE LAND DEVELOPMENT CODE, AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.”**

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first/second reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘quasi-legislative’ proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council’s decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.”

**Public Hearing:**

Mayor Latham opened the public hearing on Ordinance No. 2019-8129.

Planning and Development Director Bill Mann explained the Council held a shade meeting related to this item. The Planning Commission held a required public hearing [on October 28, 2019] and recommended Council approval.

Mayor Latham asked if anyone from the public wished to speak. No one came forward to speak.

Mayor Latham closed the Public Hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record *both the names of persons and the substance* of any *ex parte* communications regarding this application. An *ex parte* communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

There was no ex-parte communication.

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2019-8129, to amend Section 34-373 and 34-392 of the Jacksonville Beach Land Development Code related to parking area and walkway setbacks respectively for certain residential properties.

**Discussion:**

Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff’s report, the recommendation of the Planning Commission and the public input at all hearings.”

Ms. Dumont shared her concerns about this amendment allowing for maximum density on a property by alleviating the interior boundary.

**Roll Call Vote:** Ayes –Nichols, Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham  
The motion passed unanimously.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 8:21 P.M.

Submitted by: Laurie Scott  
City Clerk

LS/sg

Approval:

\_\_\_\_\_  
William C. Latham, MAYOR

Date: \_\_\_\_\_

DRAFT



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**MEMORANDUM**

**DATE:** November 25, 2019  
**TO:** The Honorable Mayor and  
Members of the City Council  
**FROM:** Laurie Scott, City Clerk *LS*  
**Re:** Appointment - Board of Adjustment

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**ACTION REQUESTED:**

Appointment of one Member and two Alternates to the Board of Adjustment.

**BACKGROUND:**

Board of Adjustment members are appointed by City Council. Five members appointed by Council serve four-year terms, while two alternates serve two-year terms.

- The term of Scott Cummings will expire on December 31, 2019. Mr. Cummings has requested that the City Council consider him for reappointment to a new four-year term as a member of the Board of Adjustment expiring December 31, 2023. Mr. Cummings has been serving on the Board of Adjustment since 2013.
- The term of Dan Janson will expire on December 31, 2019. Mr. Janson filled the vacancy left by L. Snyder in July 2019. Mr. Janson has requested that the City Council consider him for reappointment to a new two-year term as 1<sup>st</sup> Alternate expiring December 31, 2021.
- The 2<sup>nd</sup> Alternate position has been vacant since the resignation of G. Cater effective July 2019. The term for this seat expires December 31, 2019.



**MEMORANDUM**

Board of Adjustment Appointments

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The following applicants have selected Board of Adjustment as their 1<sup>st</sup> or 2<sup>nd</sup> Board preference; or were recommended for consideration for a board appointment by Council Member(s) and city staff.

- Jennie Mazur
- Alexi Gonzalez
- Dan Elmaleh

**RECOMMENDATION:**

Nominate a Regular Board Member to a new four-year term to expire December 31, 2023.

Nominate a 1st Alternate to fill a new two-year term expiring December 31, 2021.

Nominate a 2<sup>nd</sup> Alternate to fill a new two-year term expiring December 31, 2021.

**Attachments: (6)**

1. Current Board Member Roster
2. Board Descriptions
3. Copy of Applicant's Application and Resume, (if resume was submitted)
4. "Council and Staff" Board Recommendations" Tracking Sheet
5. Term Tracker Report
6. "Applicants for Appointment to City Boards" Tracking Sheet (tab 1)  
"Not Met Requirements or No Longer Interested in Serving" Applicant Tracking Sheet (tab 2)

# CITY OF JACKSONVILLE BEACH FLORIDA

## Board Member Roster

### Board of Adjustment

Meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesday,  
7:00 P.M., Council Chambers

#### Chair

Jeff Truhlar

#### Vice-Chair

John Moreland

#### Members

Scott Cummings  
Sylvia Osewalt  
Francis Reddington  
Dan Janson (1<sup>st</sup> Alternate)  
Vacancy (2<sup>nd</sup> Alternate)

### Planning Commission

Meets 2<sup>nd</sup> and 4<sup>th</sup> Monday, 7:00 P.M.,  
Council Chambers

#### Chair

Greg Sutton

#### Vice-Chair

David Dahl

#### Members

Margo Moehring  
Britton Sanders  
Jon Scott Walker  
Colleen Murphy White (1<sup>st</sup> Alternate)  
Bill Spann (2<sup>nd</sup> Alternate)

### Community

#### Redevelopment Agency

Meets 4<sup>th</sup> Monday, 5:00 P.M.,  
Council Chambers

#### Chair

Art Graham

#### Vice-Chair

Frances Povloski

#### Members

Scott Gay  
Samuel Hall, Jr.  
Jeffrey Jones

### General Employees' Pension Board

Meets Quarterly, 2<sup>nd</sup> Tuesday,  
3:00 P.M., Council Chambers

#### Chairperson

Brandon Maresma

#### Chairperson Pro Tem

Christine Hoffman

#### Members

Georgette Dumont  
Nick Currie  
Eddie Vergara

### Firefighters' Pension Board

Meets Quarterly, 2<sup>nd</sup> Tuesday, 3:00 P.M.,  
Council Chambers

#### Chairperson

Dennis Povloski

#### Chairperson Pro Tem

Debbie White

#### Members

Gaylord Candler  
Edward Dawson  
John McDaniel

### Police Officers' Pension Board

Meets Quarterly, 2<sup>nd</sup> Tuesday,  
3:00 P.M., Council Chambers

#### Chair

Marvin V. DuPree

#### Chairperson Pro Tem

John Galarneau

#### Members

David Cohill  
John Gosztyla  
Jason Sharp

### Special Magistrate

Hearings 4<sup>th</sup> Wednesday, 2:00 P.M., Council Chambers

#### Magistrate

The Honorable Susan Haag

### Building and Fire Code Board of Appeals

Meeting Schedule TBD

#### Members

5 Members – Vacancies  
2 Alternates - Vacancies

# City of Jacksonville Beach

## Brief Description of City Boards

### Board of Adjustment (BOA)

- Meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 7:00 P.M. in the Council Chambers at City Hall.
- The Board of Adjustment hears, reviews, approves, approves with conditions, or denies variances to the terms of the Land Development Code. Board of Adjustment members are appointed by the City Council. **Five members appointed by City Council serve four-year terms, while two alternates serve two-year terms.** Eligibility criteria: must be a qualified elector and have two-year residency for the appointment. Although no specific experience requirements shall be necessary as a pre-requisite to appointment, consideration shall be given to applicants who have experience in planning, the law, architecture, natural resource management, real estate and related fields. No member of the city council or a city employee may serve on the Board of Adjustment.

### Community Redevelopment Agency (CRA)

- Meets the 4<sup>th</sup> Monday of each month at 5:00 P.M. in the Council Chambers at City Hall.
- The Community Redevelopment Agency is a five-member board appointed by the City Council and oversees two designated Community Redevelopment Districts within the City.
  - *The South Beach Redevelopment District is composed of approximately 356 acres near the intersection of J. Turner Butler Boulevard and west of Third Street (SR A1A).*
  - *The Downtown Redevelopment District is composed of 185 acres from 13<sup>th</sup> Avenue South to 9<sup>th</sup> Avenue North, and east of Third Street (SR A1A).*
- The CRA is responsible for implementing the redevelopment plan for each district as adopted by the City Council. As part of the implementation process, the CRA is responsible for marketing the areas, identifying developers, issuing Requests for Development Proposals, selection of developers, contract approving, financing plans, and monitoring contract implementation. **Five members appointed by City Council serve four-year terms.** Eligibility criteria: Reside in or be engaged in business within the area of operation of the agency, coterminous with the area of the county or municipality. The CRA is responsible to the City Council.

### Planning Commission (PC)

- Meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 7:00 P.M. in the Council Chambers at City Hall.
- The Planning Commission serves as the City's Local Planning Agency as required by Florida Statutes and primarily reviews and approves, approves with conditions, or disapproves Conditional Use Zoning applications. The Commission also hears requests for rezoning, text amendments, and comprehensive plan amendments, and makes recommendations to the City Council on their approvals. **Five members and two alternates appointed by City Council serve four-year terms.** Eligibility criteria: a qualified elector and two-year residency requirement for the appointment. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or education in planning, law, architecture, natural resource management, real estate, and related fields. No member of the city council or a city employee may serve on the Planning Commission.

### Pension Boards of Trustees

- Meets quarterly (*February, May, August, November*) or more frequently, if needed.
- The City has three Retirement Systems: Firefighters', General Employees', and Police Officers'. Each Board consists of **five trustees who serve two-year terms; two appointed by Council, two elected by employees, and one appointed by the other four members.** Trustees have a fiduciary responsibility and are responsible for administering the plans as adopted by City Council.

*This information is published by the City Clerk's Office in an effort to better inform citizens about their City Government*

City of Jacksonville Beach  
 Office of the City Clerk  
 11 North 3<sup>rd</sup> Street  
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10  
 FAX: (904) 247-6256  
 E-mail: cityclerk@jaxbchfl.net

**RECEIVED**  
 OCT 17 2019  
 CO JE City Clerk

**Application for Appointment to City Boards**

Personal Information (Please print or type)

Name: <u>Scott Cummings</u>	Home Phone: <u>904/382-0867</u>
Home Address: <u>2855 Merrill Blvd</u>	
E-Mail Address: <u>SCOT1960@bellsouth.net</u>	Cell Phone: <u>904/382-0867</u>
Occupation: <u>MERCHANT</u>	Business Phone: <u>904/8076461</u>
Business Name: <u>Home Depot Pro</u>	
Business Address: <u>701 San Marco Blvd Jacksonville, FL 32207</u>	

Eligibility - Please Circle

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>19 yrs</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>home address</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, Board Name: <u>Board of Adjustment</u>
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input type="radio"/> No	If yes, provide date: _____
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2")

① <input checked="" type="checkbox"/> Board of Adjustment	② <input type="checkbox"/> Planning Commission
③ <input type="checkbox"/> Community Redevelopment Agency	④ <input type="checkbox"/> Pension Trustee

Please list the type of City meetings you have attended: City Council and BDA

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Supermarket retail background for ADVIS, 6 yrs on BDA

Education: Sales/Marketing Degree AA - Madison Junior College of Business - FIEZ

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## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- African-American       Caucasian  
 Asian/Pacific Islander       Hispanic  
 American Indian/Alaskan       Not Known

Gender

- Female  
 Male

Physically Disabled

- Yes  
 No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

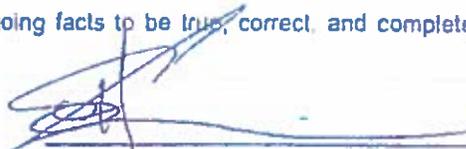
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

9/30/19  
Date

  
Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment    Yes      No      If not eligible for appointment  
Explanation \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

# Scott Alan Cummings

2855 Merrill Blvd. • Jacksonville Beach, FL 32250  
sacummings32@gmail.com • (904)382-0867

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## CONSUMER PACKAGE GOODS SALES & MARKETING PROFESSIONAL

*Proven history of driving sales*

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### Summary of Qualifications

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- Extensive experience in CPG and Fresh Product development and marketing interacting with front-line through senior level management
- Profit-oriented manager with 30 year history of building successful sales and marketing programs
- Experienced in product development of value to signature products from ideation to launch
- Skilled in brand development and management of multi-million dollar brands
- Extensive knowledge and experience in category management and understanding of consumer dynamics in fresh and center store categories
- Instrumental in organizing multiple high-profile corporate events and product launches
- Dedicated and hardworking, with an unmatched drive to produce results
- Proficient in use of Category Management Software, A.C. Nielsen, Apollo, MS Office & proprietary systems

### Professional Experience

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DAYMON WORLDWIDE, Jacksonville, FL  
Business Manager

Nov. 2002–Present

Collaborated with a team of category managers and Department VP's at Southeastern Grocers in the creation and implementation of sales and marketing plans of Own Brand products in the fresh and edible categories of the retail food channel across 750 stores. Developed new products utilizing market data, from concept to finished goods.

- Expanded our largest bakery supplier with sales in excess of \$20mm through strategic relationships and business acumen.
- Increased sales dollars in bakery by 526% in a four year period for Daymon Worldwide.
- Negotiated \$55K in supplier incentives YTD 2011 and enhanced profitability, strategic business planning and execution.
- Increased Corporate Brand sales from \$170M to \$280M for six consecutive years; generated \$4.2M in revenues.
- Directed the customer and supplier to create signature items that are a known value item for SEG's business.
- Delivered reduced SKU assortment strategies in following categories that grew sales volume and profits for frozen vegetables, coffee creamer, processed cheese and bottled water.
- Contributed to Winn Dixie's market penetration of 22% by collaborating with senior executives, marketing, procurement, customer service and accounting to deliver results that established Winn Dixie into a top-five retailer for Own Brand Share.
- Recognized for 110% goal attainment with *Award for Plan Achievement, 2008.*

FEDERATED SERVICES SOUTHEAST, Jacksonville, FL  
Senior Category Manager

Nov. 2000–Nov. 2002

Hired as first person in role to develop Category Reviews for Suppliers, Customer Category Managers and Senior Executives to determine business strategies and tactics for an \$1.8B Corporate Brand business, with more than 3,500 SKUs at Winn Dixie Stores. Collaborated with manufacturing facilities to support new product development and SKU assortment analyses.

- Grew Corporate Brand Sales 10% by developing and implementing new methods of category analysis.
- Supported sales growth through creation of category reviews and reports using syndicated data, which were utilized by the Corporate Brands Team, Winn Dixie's business units and suppliers to develop sales plans and manage the business.
- Increased profits for FSS and WD and enhanced consumer's buying experience through emphasis on overall category management.

# Scott Alan Cummings

2855 Merrill Blvd. • Jacksonville Beach, FL 32250  
sacummings32@gmail.com • (904)382-0867

## Professional Experience Continued

FMS AMERICA, Hopkins, MN

Dec. 1997–Nov. 2000

**Sales and Marketing Manager (Apr. 1999–Nov. 2000)**

Managed four business managers and a twelve person retail sales staff to grow Supervalu's Northern Region Corporate Brand business across seven-state area.

- Executed turnaround; delivered profitability to \$180M account for first time in nine-year existence—increased sales and reduced expenses.

**Director of Merchandising (Dec. 1997–Apr. 1999)**

Coordinated the sales and marketing efforts of Supervalu's \$755 million Corporate Brand program through seven regional offices across 2000+ U.S. stores.

- Instrumental in gaining \$100M in new business in Health & Beauty Care and processed Meat at Supervalu; built relationships with VP and made supplier presentations to expand product line.
- Established consistency across all regions by creating the first corporate-wide promotional calendar for private label products.
- Coordinated semiannual, multiple-day corporate buying events attended by 150+ suppliers and corporate management staff to facilitate negotiating, planning and procuring of product lines.

CAL GROWERS CORPORATION, Eden Prairie, MN and Pleasant Prairie, WI

June 1990–Dec. 1997

**Director of Sales (Jan. 1995–Dec. 1997)**

Managed fifteen regional merchandising offices, comprised of seventy sales professionals, charged with the sales and marketing of Supervalu's Corporate Brand program with brokerable sales in excess of \$363M. Oversaw two regional food brokers focused on private label market share increases.

- Attained two years of double digit sales increases to grow business to \$363 million.

**Account Manager (June 1990–Jan. 1995)**

Managed the sales and marketing of a \$45M, three-tier Corporate Brand program, across four states, through leadership of a six-person retail sales team at Supervalu's Pleasant Prairie, WI Division.

- Tripled private label sales in three-year period; appointed 1992 Account Manager of the Year.

DAYMON ASSOCIATES, Madison, WI

Sept. 1987–June 1990

**Account Manager**

Managed the Sales and Marketing of Certco's Corporate Brand program through Shurfine Central; with annual sales of \$10M.

- Named Account Manager of the Year in 1988.

CUB FOODS, Madison, WI

Aug. 1982–Sept. 1987

**Assistant Store Mgr**

Managed the daily activities of a supermarket with \$41.6M in annual sales through team of 150 associates.

*Previously employed as In-Store Baker, Assistant Bakery Manager and Assistant Produce Manager at COPPS CORPORATION, for four years' while working through college*

## Formal Education & Professional Development

Marketing – AA Degree, MADISON JUNIOR COLLEGE OF BUSINESS, Madison, WI

Professional Development includes topics such as:

Project Management • Category Management • Negotiation Skills • Sales • Business Management • Finance • Data Utilization  
Supplier/Client Relationships • Promotional Planning • New Product Development • Marketing  
Managing Assortment • SKU Rationalization • Team Building • Understanding & Utilizing Individual Styles

Chairman – Board of Adjustment, City of Jacksonville Beach, FL, 2016 Calendar Year





### Application for Appointment to City Boards

**Personal Information** (Please print or type)

Name: <u>Daniel A. Janson</u>	Home Phone: <u>904-241-5314</u>
Home Address: <u>707 Holly Drive, Jacksonville Beach, FL 32250</u>	
E-Mail Address: <u>jansond@comcast.net</u>	Cell Phone: <u>904-568-5854</u>
Occupation: <u>Homicide/Cold Case Supervisor</u>	Business Phone: <u>904-630-1762</u>
Business Name: <u>Jacksonville Sheriff's Office</u>	
Business Address: <u>501 E. Bay St.</u>	

**Eligibility – Please Circle**

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>40 yrs</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>707 Holly Drive</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details:

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

3 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: City Council Meetings

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) Life long resident of the Beach with extended family living here as well. 27 Year career in Public safety and service.

Education: Associates Degree from Florida College at Jacksonville, major in Criminology and minor in Computer Sciences. Over 2000 hours of continued education in field of study to include but not limited to: Crime Prevention through Environmental Design; Advanced Criminal Law; Advanced Leadership (LDI) training; Instructor Techniques; Force Science; Field Training Officer; Solving Complex Investigations; Advance Report Writing, etc.

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>	<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known	

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

3/15/2019  
Date

*Daniel A. Janson*  
Applicant's Signature

Please do not write below -- Staff use

Date application received: \_\_\_\_\_

Interviewed on: 5/29/19 C. Collins, Dumont, Latham, Nichols, MANN

Eligible for appointment  Yes  No

If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_



I thank you card sent 4/24/19.

City of Jacksonville Beach  
Office of the City Clerk  
11 North 3<sup>rd</sup> Street  
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10  
FAX: (904) 247-6256  
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Received  
APR 23 2019

Personal Information (Please print or type)

Name: Jennie Mazur Home Phone: 860-604-2101

Home Address: 1806 Evans Dr. South Jacksonville Beach Florida 32250

E-Mail Address: jennie@tailoredcampaigns.com Cell Phone: 860-604-2101

Occupation: Public Relations Consultant Business Phone: 860-604-2101

Business Name: Contractor

Business Address: see home address

Eligibility - Please Circle

- Are you a resident of the City?  Yes  No
- Are you a registered voter?  Yes  No
- Do you own property in the City?  Yes  No
- Do you hold a public office?  Yes  No
- Are you employed by the City?  Yes  No
- Are you currently serving on a Board?  Yes  No
- Have you been convicted of a felony?  Yes  No
- Have your civil rights been restored?  Yes  No
- Have you filed bankruptcy?  Yes  No

Approx. 10 years, I moved from NYC in 2007 & lived in Ponte Vedra Beach briefly firstA

If yes, length of time: \_\_\_\_\_

If yes, what County: Duval - DOB 7/5/1984

If yes, address: 914 16th Ave. South, 1806 Evans Dr. S

If yes, Office name: \_\_\_\_\_

If yes, position: \_\_\_\_\_

If yes, Board Name: L'Arche Jacksonville

If yes, provide date: \_\_\_\_\_

If yes, provide date: \_\_\_\_\_

If yes, provide date: \_\_\_\_\_

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

3	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency	4	Pension Trustee

Please list the type of City meetings you have attended: Mainly gatherings surrounding voters/ candidates during elections

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Please see attached resume.

Education: \_\_\_\_\_

Bachelors of Communications, Quinnipiac University

Blueprint for Leadership - Board of Directors Leadership Training Cohort 2014

Continuing Education - Various courses, University of North Florida

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 780.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

**Race**

- African-American  
 Asian/Pacific Islander  
 American Indian/Alaskan

- Caucasian  
 Hispanic  
 Not Known

**Gender**

- Female  
 Male

**Physically Disabled**

- Yes  
 No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

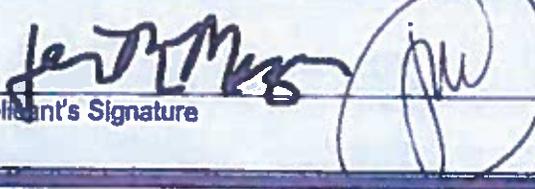
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

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Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

4/22/2019  
 Date \_\_\_\_\_

  
 Applicant's Signature \_\_\_\_\_

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**    **No**

If not eligible for appointment  
 Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

# Jennie Mazur

Media and Public Relations Manager

1806 Evans Dr. South  
Jacksonville Beach, FL 32250  
(860) 604-2101  
[jennie@tailoredcampaigns.com](mailto:jennie@tailoredcampaigns.com)

## For Immediate Release

### Tailored Campaigns, Contractor

2014 to Present

Full client services and management of client PR and media accounts. Strategic planning, development and implementation of branding, marketing, public relations, website development, event planning and social media.

Creation of campaign messaging for digital communications, advertising collateral and promotional partnerships for various clients.

Vendor management for outsourced services (SEO, graphic design.)

### Agency a la Carte, Consultant

2015 to Present

Contractor for leading Marketing and PR staffing agency. Client and project work includes (but not limited to) copywriting, press list development, press releases, media outreach, media management, and marketing project management.

### MBP Consultants, Consultant

2016 Present

Develop targeted databases covering top online, print and broadcast media outlets to approach for introductory meetings known as desksides in order to gain coverage for client, organization or brand. Utilizing resources such as press wires and key industry media contacts, seeking to gain coverage via digital and press outlets garnering brand attention and recognition among potential clients and relevant industry media.

Leverage SEO strategies when developing materials, using keywords and distribution via a wire service to increase search rankings, secure online pick-up and promote user adoption.

Content creation and distribution as determined by client agreements. This applies to social media post, thought articles and press pitches.

## Strength

PR & Media Relations · Writing and Content Development · Project Management · Event Management · Brand Management · Digital/Social Media · Team Leadership and Enthusiasm

## Leadership

L'Arche Jacksonville Board of Directors 2014 - Present,  
*President Elect 2019*

Project Bravo Zulu Board of Directors Present

Leukemia & Lymphoma Society Executive Leadership Committee Present

Leukemia & Lymphoma Society Woman of the Year Candidate 2018

GrieveWell Public Relations and Marketing Representative 2017 - Present

Drug Free Duval Public Relations and Marketing Representative 2015 - 2019

Jacksonville Humane Society Volunteer and Foster Present

View additional professional experience and endorsements via  
<https://www.linkedin.com/in/jenniemazur/>

(continued)

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## EDUCATION

**Quinnipiac University Hamden, CT — Bachelor of Arts**  
2003-2006  
Concentration in Media and Business Management

## PROJECTS

**PGA Entertainment — Freelance Production Assistant**

**Golf Resource Group (MyGolfPros.com) — Writer & Content Developer**

**Intracoastal Connector — Writer/Reporter**

**VOID — Writer/Reporter**

**Crafts of Good Hope — Cape Town, South Africa**

Writer and narrator to a documentary aimed at raising awareness surrounding the issues of poverty and HIV in relation to local craft.

## Tech

Proficient in Cision, ProWorkFlow 6, MS Office (Word, Excel, PPT), Internet, Microsoft GP, CRM Platforms, Hootsuite, ENPS Newsroom/Production Application, MAC, Final Cut Pro HD.

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Application for Appointment to City Boards

Personal Information (Please print or type)

**Name:** Alexi Gonzalez **Home Phone:** City Clerk

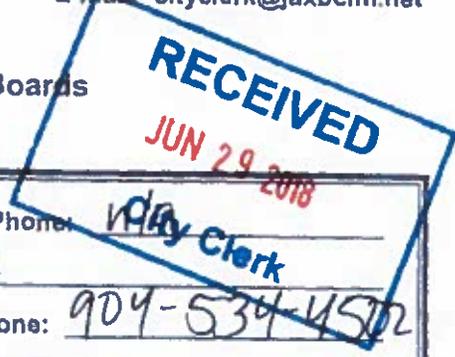
**Home Address:** 1529 2nd Ave. North, Jax Beach

**E-Mail Address:** alexistrong@gmail.com **Cell Phone:** 904-534-4502

**Occupation:** Marketing Manager **Business Phone:** \_\_\_\_\_

**Business Name:** National Auto Care

**Business Address:** 208 Ponte Vedra Park Drive, PUB, 32082



Eligibility - Please Circle

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>since Oct. 2017</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>1529 2nd Ave. North</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input checked="" type="radio"/> No n/a	If yes, provide date: _____
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? **Yes**  **No**

If yes, please provide details:

n/a

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

<u>4</u> Board of Adjustment	<u>2</u> Planning Commission
<u>1</u> Community Redevelopment Agency	<u>3</u> Pension Trustee

Please list the type of City meetings you have attended: Every single type of meeting the city holds while working as a reporter for The Beaches Leader

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Former Beaches Leader reporter, covered city elections in 2012, very familiar w/ Sunshine Laws & city meeting rules & procedures, recent JB homeowner w/ a young family

Education: Fletcher High School, 2007  
University of Florida, 2012, B.S. in Journalism

2012-2014: Beaches Leader reporter  
2014-2017: Asst. Dir. of Marketing & Communications at UNE  
2017-present: Marketing Manager at National Auto Care

Resume & References available upon request

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Male	<input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

June 21, 2018  
Date

Aleji Gonzalez  
Applicant's Signature

Please do not write below - Staff use

Date application received: 6/29/18

Interviewed on: \_\_\_\_\_

Meets Residency Requirements

Eligible for appointment **Yes** No - ~~not yet~~

If not eligible for appointment as of October 2019.

Explanation: does not meet Residency Requirements  
has engage in business with industries

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_





**Application for Appointment to City Boards**

**RECEIVED**  
 OCT 31 2019  
 COJB City Clerk

**Personal Information** (Please print or type)

Name: DANIEL FLMALEH Home Phone: \_\_\_\_\_  
 Home Address: 1879 S 1<sup>st</sup> Street Jax Bch FL 32250  
 E-Mail Address: danelmo54@gmail.com Cell Phone: (904) 955 1881  
 Occupation: RE BROKER Business Phone: \_\_\_\_\_  
 Business Name: ELMO REALTY  
 Business Address: 1879 S 1<sup>st</sup>

**Eligibility - Please Circle**

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>45 YEARS<sup>+</sup></u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>1879 S 1<sup>st</sup> / RENTAL Prop</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details: \_\_\_\_\_

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

<input checked="" type="radio"/> Board of Adjustment	<input type="radio"/> Planning Commission
<input checked="" type="radio"/> Community Redevelopment Agency	<input type="radio"/> Pension Trustee

Please list the type of City meetings you have attended: BOA ON NUMEROUS OCCASIONS  
CITY COUNCIL MEETING TO A LESSER EXTENT

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) 25 YEARS WITH CSX RPI as Director of Acquisitions, BEEN active IN Jax Bch RE market as RESIDENT/INVESTOR/BODY

Education: AST + DESIGN High School NYC Graduated 1972  
JU - Graduated 1976  
NUMEROUS RE COURSES

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
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<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> No
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Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

10/31/19 \_\_\_\_\_  
Date Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes** **No**      If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

**DANIEL C. ELMALEH**  
1879 South 1<sup>st</sup> Street  
Jacksonville Beach, Florida 32250  
CELL / BUSINESS: (904) 955-1881



**Current; FLA RE Broker - Sole Proprietor of Elmo Realty;**

I remain active in the local Beaches real estate market buying, building, managing our rental properties, (including Airbnb) and providing mortgage capital to investors. I believe this exercise has afforded me a well-rounded knowledge of all facets involved in real estate.

**Prior Work Experience**  
6/ 1990-to 1/ 2015

**CSX REAL PROPERTY, INC.**  
301 West Bay Street, Suite 800  
Jacksonville Florida, 32202

**Director Real Estate Broker of Record;** responsible for the sale and acquisitions of real estate assets. Duties include analyzing CSX's property interests and leveraging the value of these assets through sale, lease, or development. Additional responsibilities include acquisition of properties necessary to meet CSX operational requirements. Job includes appraising real estate, developing marketing plans, resolving wetlands and environmental challenges, dealing with local political entities, negotiating contracts and networking with local brokers within my assigned geographical territory.

April 1988-June 1990

**MANHATTAN MARKETING, INC.**  
767 3<sup>rd</sup> Avenue  
New York City, New York 10017

Manager of on site sales of co-ops for one of Manhattan's leading developers. Led sales force six consecutive quarters.

May 1984-April 1988

**ARVIDA REALTY SALES, INC.**  
Realtor associate, selling investment, primary and secondary homes, lots and condominiums at Sawgrass Country Club.

**Education:**

**JACKSONVILLE UNIVERSITY**  
Jacksonville Florida -- Graduated in 1977  
Bachelor of Science Degree, Marketing, minor in Management.  
Licensed FL Real Estate Broker

**Personal:**

Married no children.

**Dan Elmaleh**

ELMO REALTY

FL Real Estate Broker

BK 0199950

904-955-1881

danelmo54@gmail.com





When there's a  
palace for every  
pup,  
And every dog  
has it's day!  
Give us a bark!  
904-955-1881

**City Board Interviews held on May 29th, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewer's Board Recommendations</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Mayor Latham Recommendations</u>	<u>Council Member Dumont Recommendations</u>	<u>Council Member Golding Recommendations</u>	<u>Staff* Recommendation</u>
Catherine Carmichael	PC	not selected	Yes	--	Board of Appeals	PC, Board of Appeals	PC
Jennie Mazur	CRA	PC	Yes	CRA, PC	BOA, CRA, PC	BOA, Board of Appeals	PC
Justin Lerman	CRA	PC	na	PC, CRA	CRA	CRA	PC
Sean Shapiro	PC	CRA	Yes	PC, CRA	--	CRA	Board of Appeals
Timothy Hallahan	Pension	CRA	Yes	Pension	Pension	CRA, Board of Appeals	Pension (does not meet residency requirement for other Boards)

\*Staff Recommendation was provided by Planning and Development Director Bill Mann.

**City Board Interviews held on October 30, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewers in Attendance **</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Interviewers Recommendations</u>			
Greg Sutton	Re-appt to PC			Re-appoint to PC			
Samuel Langham	CRA	PC		PC			
Gary Pateau	CRA	PC		CRA or PC			
Art Graham	Re-appt to CRA			Re-appoint to CRA			
Brandon Maresma	Re-appt to General Employee Pension Brd			Re-appoint to Pension Brd			
Scott Gay	Re-appt to CRA			Re-appoint to CRA			
John Gray, Jr.	CRA	PC		Board of Appeals			
William (Bill) Spann	Re-appt to PC			Re-appoint to PC			

\*\* Mayor Latham, CM Hoffman, CM Dumont, CM Golding, -P & D Dir. Mann

**City Board Interviews held on November 22, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewers in Attendance **</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Interviewers Recommendations</u>			
Alexi Gonzalez	CRA	PC	BOA				
Dan Elmaleh	BOA	CRA					
Scott Cummings	BOA (current Brd member)						

\*\*Mayor Latham, CM Chris Hoffman, and P & D Director Bill Man (prior commitment -left after 1st interview)

# Expiring Terms

Members whose term expires between 11/25/2019 and 12/25/2022

Group Name	Member Type	Member Role	Term Starts On	Term Ends On
<b>Board of Adjustment</b>				
Daniel Janson	Board of Adjustmen	1st Alternate	07/02/2019	12/31/2019
Jeff Truhlar	Board of Adjustmen	Chair	03/17/2014	12/31/2019
Scott Cummings	Board of Adjustmen	Member	08/01/2016	12/31/2019
Sylvia Osewalt	Board of Adjustmen	Member	01/02/2018	12/20/2020
John Moreland	Board of Adjustmen	Member	09/17/2018	12/31/2021
Francis Reddington	Board of Adjustmen	Vice-Chair	07/16/2018	12/31/2021
<i>Vacancy</i>		<i>2nd Alternate</i>		
<b>City Council</b>				
Christine Hoffman	City Council	Mayor Pro-tem	11/06/2012	11/03/2020
Keith Doherty	City Council	Seat 3, At Large	11/06/2012	11/03/2020
Phil Vogelsang	City Council	Seat 2, At Large	11/06/2012	11/03/2020
Charlie Latham	City Council	Mayor	11/06/2012	11/03/2020
Cory Nichols	City Council	Seat 4, District 1	11/06/2018	11/08/2022
Georgette Dumont	City Council	Seat 5, District 2	11/06/2018	11/08/2022
Sandy Golding	City Council	Seat 6, District 3	11/06/2018	11/08/2022
<b>Community Redevelopment</b>				
Scott Gay	Community Redeve	Member	06/20/2016	12/31/2019
Art Graham	Community Redeve	Chair	09/06/2016	12/31/2019
Jeffrey Jones	Community Redeve	Member	05/16/2016	05/16/2020
Frances Povloski	Community Redeve	Vice-Chair	06/17/2013	12/31/2020
Samuel Hall, Jr	Community Redeve	Member	06/18/2017	12/31/2020
<b>Pension Board - Fire</b>				
Gaylord Candler	Firefighters' PB	Secretary	03/31/2018	03/31/2020
Dennis Povloski	Firefighters' PB	Chair	04/01/2018	03/31/2020
Deborah White	Firefighters' PB	Fifth Member	04/01/2018	03/31/2020
John McDaniel	Firefighters' PB	Employee Rep	10/01/2019	09/30/2021
Edward Dawson	Firefighters' PB	Employee Rep	10/01/2019	09/30/2021
<b>Pension Board - General Employees</b>				
Brandon Maresma	General Employees	Chair	11/10/2009	12/31/2019
Eddie Vergara	General Employees	Employee Rep	09/21/2015	10/31/2020
Christine Hoffman	City Council	Chairperson Pro-tem	01/22/2013	11/03/2020
Nick Currie	General Employees	Employee Rep	11/01/2018	11/01/2022
Georgette Dumont	City Council	City Council	02/12/2019	11/08/2022
<b>Pension Board - Police</b>				
John Gosztyla	Police Officers' PB	Member	08/05/2019	03/31/2020
John Galarneau	Police Officers' PB	Fifth Member	02/27/2018	03/31/2020
Marvin DuPree	Police Officers' PB	Chair	04/03/2000	03/31/2020
Jason Sharp	Police Officers' PB	Employee Rep	10/01/2017	09/30/2021
David Cohill	Police Officers' PB	Employee Rep	10/01/2017	09/30/2021
<b>Planning Commission</b>				
Greg Sutton	Planning Commissi	Chair	06/30/2012	12/31/2019
Bill Spann	Planning Commissi	2nd Alternate	09/17/2018	12/31/2019
Colleen Murphy White	Planning Commissi	1st Alternate	06/17/2019	12/31/2020
Britton Sanders	Planning Commissi	Member	07/21/2014	12/31/2020
Jon Walker	Planning Commissi	Member	06/17/2019	12/31/2020
Margo Moehring	Planning Commissi	Member	09/17/2018	12/31/2021

**City Board Interviews held on May 29th, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewer's Board Recommendations</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Mayor Latham Recommendations</u>	<u>Council Member Dumont Recommendations</u>	<u>Council Member Golding Recommendations</u>	<u>Staff<sup>3</sup> Recommendation</u>
Catherine Carmichael	PC	not selected	Yes	--	Board of Appeals	PC, Board of Appeals	PC
Jennie Mazur	CRA	PC	Yes	CRA, PC	BOA, CRA, PC	BOA, Board of Appeals	PC
Justin Lerman	CRA	PC	na	PC, CRA	CRA	CRA	PC
Sean Shapiro	PC	CRA	Yes	PC, CRA	--	CRA	Board of Appeals
Timothy Hallahan	Pension	CRA	Yes	Pension	Pension	CRA, Board of Appeals	Pension (does not meet residency requirement for other Boards)

\*Staff Recommendation was provided by Planning and Development Director Bill Mann.

**City Board Interviews held on October 30, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewers in Attendance **</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Interviewers Recommendations</u>			
Samuel Langham	CRA	PC		PC			
John Gray, Jr.	CRA	PC		Board of Appeals			
William (Bill) Spann	Re-appt to PC		yes	Re-appoint to PC			

\*\* Mayor Latham, CM Hoffman, CM Dumont, CM Golding, -P & D Dir. Mann

**City Board Interviews held on November 22, 2019**

<b>Candidate Board Preferences</b>				<b>Interviewers in Attendance **</b>			
<u>Candidate</u>	<u>Board Preference # 1</u>	<u>Board Preference # 2</u>	<u>Willing to Serve on other Boards (new Board of Appeals)</u>	<u>Interviewers Recommendations</u>			
Alexi Gonzalez	CRA	PC	BOA				
Dan Elmaleh	BOA	CRA					
Scott Cummings	BOA (current Brd member)						

\*\*Mayor Latham, CM Chris Hoffman, and P & D Director Bill Man (prior commitment -left after 1st interview)

**\*\*Removed applicants names from lists who have been appointed.**

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

## MEMORANDUM

**TO:** Mike Staffopoulos, City Manager  
**FROM:** Karen Nelson, Deputy City Manager  
**SUBJECT:** LIUNA Collective Bargaining Agreement Effective October 1, 2019  
**DATE:** November 25, 2019

### BACKGROUND

The City began negotiations with the Laborers' International Union of North America (LIUNA) in August 2019 for a three-year contract that expired September 30, 2019. The parties reached a tentative agreement on November 13, 2019 and on November 20, 2019, the union held a vote among its members and ratified the contract.

Prior to negotiating with the Union, the City retained Evergreen Solutions, LLC to conduct a Pay and Classification Study to analyze its classification and salary system and make recommendations to improve the City's competitive position in the market for Nonunion and LIUNA represented employees. The study activities involved analyzing the internal and external equity of the system and making recommendations in response to those findings.

Appendix A provides for Classification and Pay Grades for all positions covered by this Agreement. Staff worked with Evergreen to develop the Position Classification and Pay Plan with a new numbering system for pay grades. Each position was slotted into the new pay grades, resulting in a pay grade increase to every position. The pay grade increases range from 5% to 28%.

The following positions were added to Appendix A. Section I. Classifications and Pay Grades:

- FOG Program Coordinator
- Sanitation Contract Coordinator

These new positions are included in the adopted budget for FY2020.

- Senior Accounts Specialist

This is a new title for a current position; this does not represent an increase to total number of positions.



- Building Inspector II
- Building Inspector III
- Code Enforcement Officer II
- Code Enforcement Officer III
- Electrical Engineering Technician III

These positions were added to allow for Qualification Advancement according to Appendix C; this does not represent an increase to total number of positions.

Other position titles were revised to better reflect skills or responsibilities associated with those positions.

Other substantive changes to the Position Classification and Pay Plan include:

1. Current employees covered under the Collective Bargaining Agreement who were employed prior to the effective date will receive a pay increase, effective October 1, 2019, of no less than 3% over the current rate of pay. Additionally, each employee will receive a lump sum payment of \$250, less applicable taxes and withholdings. The cost of the one-time lump sum payments to LIUNA employees is \$35,000.
2. Under the current Agreement, merit increases of 2% to 3% upon annual evaluation are based on the midpoint in the pay grade. Appendix B. Section C. of the revised Agreement provides for merit increases of 2% to 3% over the employees' current rate of pay.
3. Appendix B. Section D. provides for the elimination of probationary increases for employees hired on or after October 1, 2019. Employees hired prior to the effective date and still serving a probationary term are eligible to receive an increase of up to 5% upon completion of the probationary period.
4. Appendix B. Section G. provides for qualification advancement for employees who meet certain criteria as defined in Appendix C. This section replaces the additional pay provision in the expired Agreement. For employees who were receiving additional pay prior to the effective date, the additional pay was incorporated into their hourly rate to ensure that the total compensation was not changed.

Proposed changes to the existing Agreement are highlighted in Attachment A.

The implementation of the revised Collective Bargaining Agreement will result in financial impact to the City as outlined below.

	Current Pay Plan	Revised Pay Plan	Increase
FY 20 Budgeted Payroll	8,690,396	9,413,634	723,238
FY 21 Projected Payroll	8,951,108	9,759,089	807,981
FY 22 Projected Payroll	9,219,641	10,156,075	936,434
TOTAL	26,861,145	29,328,798	2,467,653

The increase to the General Fund over the 3 year period is \$591,333 and the combined increase to the Enterprise Funds is \$1,876,320.

**RECOMMENDATION**

Approve the three-year Collective Bargaining Agreement with Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, effective October 1, 2019.

Collective Bargaining Agreement

between

Northeast Florida Public Employees' Local 630

Laborers' International Union of North America

and

City of Jacksonville Beach



Effective October 1, 2019

## PREAMBLE

This Agreement is entered into as of October 1, ~~2016~~2019, 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.

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<b>E. GRIEVANCE FORM.....</b>	<b>-23-</b>
<b>F. OUTSIDE EMPLOYMENT NOTIFICATION FORM .....</b>	<b>-25-</b>

**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 (~~1 1/2~~<sup>1.5</sup>) 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~~ 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~~ 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~~ 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 Administration of the Qualification Advancement Program shall be in accordance with Appendix C.
- (a) The Qualification Advancement Program replaces additional pays that were provided in Appendix C prior to October 1, 2019.
- (b) Employees in positions outlined in Appendix C who were eligible to receive, and who were receiving, additional pay prior to October 1, 2019 will receive an increase to their base pay on October 1, 2019 in an amount no less than the amount of the additional pay, and the additional pay will be eliminated.
- (c) Any employee who is employed in a position included in Appendix C as of October 1, 2019, who does not meet the criteria defined in Appendix C for that position, will not be demoted but will remain in his/her current position. Such employees may not advance to the next higher position until all qualifications for the advancement have been met.
- ~~(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.~~
- 12.4 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.
- ~~12.5 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 sunglasses or 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:

<u>Date</u>	<u>Holiday</u>
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
<u>December 24</u>	<u>Christmas Eve</u>
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~~  $\frac{1}{2}$ ) 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~~  $\frac{1}{2}$ ) 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~~  $\frac{1}{2}$ ) 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~~ 1 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. 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:~~

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

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:

<u>Years of Service</u>	<u>Hours Accumulated</u>
At the end of <del>6-3</del> months	<del>40-20</del> 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~~ three months' continuous employment. 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.~~

~~19.54~~ 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.

~~19.65~~ No annual leave will accrue for an employee on leave without pay, or one who has been suspended for disciplinary purposes.

~~19.76~~ Annual leave ~~must be charged in half hour (1/2) increments~~ may be taken in any increment after a minimum unit charge of one (1) hour. Annual leave is not included as hours worked for the purposes of computing overtime.

~~19.87~~ 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.

~~19.98~~ 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.

~~19.109~~ Annual leave may be used for maternity purposes to the maximum ~~amount~~ number of hours accrued subject to Supervisory approval.

19.140 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.

19.121 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.

19.132 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 of a healthcare provider (as defined in FMLA regulations) 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~~ may be taken in any increment 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 of a health care provider 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 Workplace 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.
- 28.18 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 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, 2013 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, and was 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~~2019, and shall continue in full force and effect until midnight of September 30, ~~2019~~2022. 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 \_\_\_\_ day of December, 2019.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
William C. Latham  
Mayor

\_\_\_\_\_  
Ronnie Burris  
Field Representative

\_\_\_\_\_  
Michael Staffopoulos  
City Manager

\_\_\_\_\_  
Laurie Scott  
City Clerk

APPENDIX A  
SECTION 1  
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
ADMINISTRATIVE & FISCAL	Accounting Technician	<del>119</del> 314
	Collections <del>Representative</del> Specialist	<del>119</del> 314
	Customer <del>Service-Rep</del> Accounts Specialist I	<del>116</del> 310
	Customer <del>Service-Rep</del> Accounts Specialist II	<del>118</del> 312
	Senior Accounts Specialist	<del>313</del>
PROPERTY & PROCUREMENT	<del>Building-Attendant</del>	<del>110</del>
	Building Maintenance Mechanic	<del>118</del> 313
	Buyer	<del>120</del> 313
	<del>Purchasing Specialist</del>	<del>116</del>
	Storekeeper	<del>117</del> 310
PLANNING & DEVELOPMENT	Building <del>Codes</del> -Inspector I	<del>125</del> 318
	<del>Building Inspector II</del>	<del>319</del>
	<del>Building Inspector III</del>	<del>320</del>
	Code Enforcement <del>Inspector</del> Officer I	<del>121</del> 315
	<del>Code Enforcement Officer II</del>	<del>316</del>
	<del>Code Enforcement Officer III</del>	<del>317</del>
	Permit Specialist	<del>117</del> 310
Senior Permit Specialist	<del>119</del> 312	
ENERGY SERVICES	Apprentice Lineworker	200
	Apprentice Relay Technician	<del>200</del> 201
	Cut In-Cut Out Technician	<del>118</del> 311
	Electrical Engineering Technician I	<del>117</del> 313
	Electrical Engineering Technician II	<del>122</del> 315
	<del>Electrical Engineering Technician III</del>	<del>316</del>
	<del>Design-Drafting-Technician</del> GIS Engineering Coordinator	<del>120</del> 313
	<del>Lead-Design-Draft/GIS Tech</del> GIS Engineering Designer	<del>122</del> 315
	Journey Lineworker	<del>202</del> 203
	Line Crew Leader	<del>203</del> 204
	Meter Reader	<del>117</del> 310
	<del>Consumption-Meter</del> Technician I	<del>118</del> 313
	<del>Electric-Meter</del> Technician II	<del>121</del> 314
	Relay/Substation Crew Leader	<del>204</del> 205
	Relay/ <del>Substation</del> Technician	<del>202</del> 204
	System Operator	<del>201</del> 202
System Operator NERC Certified	<del>202</del> 204	
System Operator/Programmer NERC Certified	<del>203</del> 205	

APPENDIX A  
SECTION 1  
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
PUBLIC WORKS	Construction Project Manager	<del>129</del> 322
	Crew Supervisor	<del>122</del> 316
	Engineering Design/GIS Tech	<del>122</del> 315
	Equipment Operator <u>I</u>	<del>118</del> 313
	<del>Heavy</del> -Equipment Operator <u>II</u>	<del>119</del> 314
	<del>FOG Program Coordinator</del>	<del>319</del>
	General Supervisor	<del>123</del> 320
	<del>Maintenance Worker I</del> <u>Utility Service Worker I</u>	<del>114</del> 312
	<del>Maintenance Worker II</del> <u>Utility Service Worker II</u>	<del>116</del> 313
	<del>Maintenance Worker III</del> <u>Utility Service Worker III</u>	<del>117</del> 314
	<del>Plant Maintenance Helper</del> <u>Mechanic Trainee</u>	<del>115</del> 309
	<del>Lift Station</del> -Mechanic <u>I</u>	<del>119</del> 313
	<del>Utility Plant</del> -Mechanic <u>II</u>	<del>121</del> 314
	<del>Senior Lift Station</del> -Mechanic <u>III</u>	<del>120</del> 315
	Plant Operations/Training Specialist	<del>125</del> 319
	<del>Sanitation Contract Coordinator</del>	<del>314</del>
	Sanitation Supervisor	<del>121</del> 3168
	Traffic Mark/Signage Supervisor	<del>124</del> 316
	Utility Plant Instrumentation Technician	<del>124</del> 317
	Utility Plant Operator Trainee	<del>116</del> 309
	Utility Plant Operator <u>I</u>	<del>122</del> 316
	<del>Senior</del> -Utility Plant Operator <u>II</u>	<del>124</del> 318
	Utility Service Worker I	<del>117</del> 312
Utility Service Worker II	<del>119</del> 313	
Utility Service Worker III	<del>120</del> 314	
LANDSCAPE & MAINTENANCE	<del>Grounds Crew Leader</del>	<del>314</del>
	<del>Equipment Operator</del> <u>Maintenance Worker III</u>	<del>118</del> 310
	<del>Equipment</del> <u>Grounds Maintenance</u> -Mechanic <u>I</u>	<del>119</del> 313
	<del>Lead Equipment</del> - <u>Grounds Maintenance</u> Mechanic <u>II</u>	<del>120</del> 314
	<u>Grounds</u> Maintenance Worker I	<del>114</del> 308
	<u>Grounds</u> Maintenance Worker II	<del>116</del> 309
	<u>Grounds</u> Maintenance Worker III	<del>117</del> 310
PUBLIC SAFETY	Animal Control Officer	<del>116</del> 310
	Community Service Officer	<del>116</del> 310
	Parking Enforcement Coordinator	<del>119</del> 313
	Police Records Specialist	<del>115</del> 310
	Property & Evidence Officer	<del>117</del> 310
	Public Safety Communication Officer <u>I</u>	<del>119</del> 313
	<del>Senior</del> -Public Safety Communication Officer <u>II</u>	<del>122</del> 315

APPENDIX A

SECTION 2  
PAY GRADE SCHEDULES

GRADE	MINIMUM	MIDPOINT	MAXIMUM
308	\$13.06 \$27,164.80	\$17.10 \$35,568.00	\$21.15 \$43,992.00
309	\$13.71 \$28,516.80	\$17.96 \$37,356.80	\$22.21 \$46,196.80
310	\$14.39 \$29,931.20	\$18.86 \$39,228.80	\$23.32 \$48,505.60
311	\$15.11 \$31,428.80	\$19.80 \$41,184.00	\$24.49 \$50,939.20
312	\$15.87 \$33,009.60	\$20.79 \$43,243.20	\$25.71 \$53,476.80
313	\$16.66 \$34,652.80	\$21.83 \$45,406.40	\$26.99 \$56,139.20
314	\$17.50 \$36,400.00	\$22.92 \$47,673.60	\$28.34 \$58,947.20
315	\$18.37 \$38,209.60	\$24.07 \$50,065.60	\$29.76 \$61,900.80
316	\$19.29 \$40,123.20	\$25.27 \$52,561.60	\$31.25 \$65,000.00
317	\$20.25 \$42,120.00	\$26.53 \$55,182.40	\$32.81 \$68,244.80
318	\$21.27 \$44,241.60	\$27.86 \$57,948.80	\$34.45 \$71,656.00
319	\$22.33 \$46,446.40	\$29.25 \$60,840.00	\$36.18 \$75,254.40
320	\$23.45 \$48,776.00	\$30.72 \$63,897.60	\$37.98 \$78,998.40
321	\$24.62 \$51,209.60	\$32.25 \$67,080.00	\$39.88 \$82,950.40
322	\$25.85 \$53,768.00	\$33.86 \$70,428.80	\$41.88 \$87,110.40

APPENDIX A  
SECTION 2

PAY GRADE SCHEDULES

GRADE	MINIMUM	MIDPOINT	MAXIMUM
203	\$29.66	\$35.08	\$40.49
	\$61,692.80	\$72,966.40	\$84,219.20
204	\$31.13	\$36.82	\$42.50
	\$64,750.40	\$76,585.60	\$88,400.00
205	\$32.70	\$38.67	\$44.64
	\$68,016.00	\$80,433.60	\$92,851.20

YEARLY SCHEDULES		YEAR 1	YEAR 2	YEAR 3	YEAR 4
200	Apprentice Lineworker	\$20.25	\$22.28	\$24.51	\$26.96
		\$42,120.00	\$46,342.40	\$50,980.80	\$56,076.80
201	Apprentice Relay Technician	\$21.26	\$23.39	\$25.73	\$28.30
		\$44,220.80	\$48,651.20	\$53,518.40	\$58,864.00
202	System Operator	\$28.30			
		\$58,864.00			

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 and/or to address what the City determines to be pay inequities.

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 of 2% to 3% over the current rate of pay on the anniversary date of employment in the position, as warranted by performance, provided that funds are available for the increase.

- 34) ~~Rules guiding the performance evaluation system determine whether there will be no-an increase, no increase, or a decrease, or the increase will be 2% to 3% of the midpoint within the employee's current rate of pay grade. Recommendations for no increase or salary decrease must be justified and approved by the City Manager or his/her designee.~~
- 45) ~~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, or his/her designee.~~

D. Probationary Increases

- 1) ~~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. Except as provided below, employees will not receive a pay increase at the end of the probationary period.~~
- 2) ~~Employees hired or promoted between April 1, 2019 and September 30, 2019, whose probationary period ends between October 1, 2019 and March 30, 2020, are eligible for a merit salary advancement of up to 5% upon satisfactory completion of the probationary period in the position, as warranted by performance, provided that funds are available for the increase.~~

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 5<sup>th</sup> year; upon satisfactory completion of the apprenticeship program, apprentices ~~will~~ shall be eligible for a qualification advancement to grade ~~202~~ 203 for Journey Lineworkers or 204 for Relay/Substation Technicians. 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%.~~

Electric System Operators are hired at the rate of pay designated for grade 202. System Operators must pass the NERC Transmission exam within the first 12 months of employment. Failure to obtain NERC Certification within the first 12 months of employment will result in termination, unless an extension of time is granted by the ~~Department Director~~ Department Director. System Operators who obtain NERC certification shall be eligible for a qualification advancement to grade 204. System Operators who achieve certification within the prescribed timeframe, demonstrate competency, and maintain satisfactory performance, as determined by the City, shall receive a 10% pay increase upon qualification advancement.

This schedule replaces the provision for merit increases upon the first anniversary of employment.

Within 12 months after achieving certification, NERC Certified System Operators shall be required to take and pass the "Beaches Energy Services Demonstration of Competency in System Operations Exam". Failure to pass the exam within 12 months will result in termination, unless an extension of time is granted by the ~~Department Director~~ Department Director. Upon satisfactorily passing the exam, the employee shall receive a pay increase of 5%.

G. Qualification Advancement

- 1) To promote skill and professional development, and to provide opportunities for advancement, positions defined in Appendix C are eligible for qualification advancement. Employees may advance from their current position to the next highest related position, as outlined in Appendix C, upon completion of all education, training, certifications and performance requirements of the job. Employees meeting all criteria for advancement will receive, at a minimum, a 5% increase upon advancement.

Appendix C outlines prior experience and State or Federal License or Certification requirements for each position eligible for Qualified Advancement. Employees must also demonstrate the ability to perform all essential functions of the advanced position as defined in the job description and work program. For all minimum experience requirements, prior employment in a related field may be considered as equivalent.

H. 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 or designee prior to any compensation payment.

I. 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.

J. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee is eligible for a lump sum award -of 2% to 3% of the current rate of pay. based upon the performance evaluation. once the individual has achieved progression to the maximum pay in the assigned pay grade.
- 2) 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.
- 3) 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.

KJ. Mutual Aid Pay

The City may assign employees to other utilities or organizations to assist in restoring essential services pursuant to a mutual aid agreement or arrangement. If so assigned, employees will receive two (2) times their normal rate of pay for all hours actually worked including travel time to and from the assisted entity. Such employees will also receive per diem for out-of-pocket expenses subject to all of the terms and conditions in the City's policies regarding per diem payments.

LK. Effective Date

The Position Classification and Pay Plan shall be effective on October 1, 2016~~9~~ and shall remain in force and effect until September 30, ~~2019~~2022. All current employees within the bargaining unit who were employed prior to the effective date shall receive a pay increase.

effective October 1, 2019, of no less than 3% over the current rate of pay, and in the first pay period following ratification of this Agreement, each employee not subject to a probationary increase in Section D above shall receive a lump sum payment of \$250, less applicable taxes and withholdings.

APPENDIX C  
QUALIFICATION ADVANCEMENT

CLASSIFICATION	POSITION TITLE	EXPERIENCE	LICENSE/CERTIFICATION/SKILLS
ADMINISTRATIVE & FISCAL	Customer Account Specialist I	Entry Level	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Customer Account Specialist II	2 Years Customer Account Specialist I	Must be proficient in all essential functions of the job
PLANNING & DEVELOPMENT	Building Inspector I	5 Years Related	<ul style="list-style-type: none"> <li>• Provisional Inspector License</li> <li>• DBPR Standard 1 &amp; 2 Family Dwelling License within 1 year of employment</li> </ul>
	Building Inspector II	5 Years Building Inspector I	<ul style="list-style-type: none"> <li>• DBPR Standard 1 &amp; 2 Family Dwelling License</li> <li>• DPBR Commercial Building Inspector or Plans Examiner License within 1 year of employment</li> </ul>
	Building Inspector III	5 Years Building Inspector II	<ul style="list-style-type: none"> <li>• DBPR Standard 1 &amp; 2 Family Dwelling License</li> <li>• At least 1 Commercial Building or Plans Examiner Licenses</li> <li>• At least 1 additional Commercial Building or Plans Examiner License within 1 year</li> </ul>
	Code Enforcement Officer I	Entry Level	<ul style="list-style-type: none"> <li>• Florida Association of Code Enforcement Level 1 Certification within 1 year</li> </ul>
	Code Enforcement Officer II	2 years Code Enforcement Officer I	<ul style="list-style-type: none"> <li>• Florida Association of Code Enforcement Level 2 Certification within 1 year</li> </ul>
	Code Enforcement Officer III	2 years Code Enforcement Officer II	<ul style="list-style-type: none"> <li>• Florida Association of Code Enforcement Level 4 Certification within 1 year</li> </ul>

APPENDIX C  
QUALIFICATION ADVANCEMENT

CLASSIFICATION	POSITION TITLE	EXPERIENCE	LICENSE/CERTIFICATION/SKILLS
ENERGY SERVICES	Electrical Engineering Technician I	Entry Level	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Electrical Engineering Technician II	2 years Electrical Engineering Tech I	Must be proficient in all essential functions of the job
	Electrical Engineering Technician III	10 years Electrical Engineering Tech II	Must demonstrate proficiency in in all essential functions of the Tech II and Tech III jobs
	Meter Technician I	5 years Cut-In/Cut-Out Technician	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Meter technician II	5 years Meter Tech I	Must be proficient in all essential functions of the job
LANDSCAPE & MAINTENANCE	Ground Maintenance Worker I	Entry Level	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Grounds Maintenance Worker II	2 years Grounds Maintenance Worker I	Must be proficient in operating grounds master & zero turn equipment
	Grounds Maintenance Worker III	2 years Grounds Maintenance Worker II	Must demonstrate proficiency in in all essential functions of the GMW II and GMW III jobs
	Grounds Maintenance Mechanic I	Entry Level	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Grounds Maintenance Mechanic II	2 Years Grounds Maintenance Mechanic I	Must demonstrate proficiency in in all essential functions of the job

APPENDIX C  
QUALIFICATION ADVANCEMENT

CLASSIFICATION	POSITION TITLE	EXPERIENCE	LICENSE/CERTIFICATION/SKILLS
PUBLIC SAFETY	Communications Officer I	Entry Level	Within 1 Year of Employment: <ul style="list-style-type: none"> <li>• FCIC/NCIC Operators Certification</li> <li>• FDOH Emergency Communications Certification</li> </ul>
	Communications Officer II	2 Years as Communications Officer I	<ul style="list-style-type: none"> <li>• FCIC/NCIC Operators Certification</li> <li>• FDOH Emergency Communications Certification</li> </ul>
PUBLIC WORKS	Equipment Operator I	1 year equipment operator	Within 6 Months of Employment: <ul style="list-style-type: none"> <li>• Class B Commercial Driver's License</li> </ul>
	Equipment Operator II	2 years Equipment Operator I	<ul style="list-style-type: none"> <li>• FDOT Maintenance of Traffic/Flagger Certification</li> </ul>
	Mechanic Trainee	Entry Level	Must meet all requirements and demonstrate the ability to perform all essential functions of the job
	Mechanic I	2 years Mechanic Trainee	<ul style="list-style-type: none"> <li>• Wastewater Collection, Water Distribution or Stormwater Class C license within two years</li> </ul>
	Mechanic II	2 years Mechanic I	<ul style="list-style-type: none"> <li>• Wastewater Collection, Water Distribution or Stormwater Class B license.</li> </ul>
	Mechanic III	2 years Mechanic II	<ul style="list-style-type: none"> <li>• Wastewater Collection, Water Distribution or Stormwater Class A license.</li> </ul>

APPENDIX C  
QUALIFICATION ADVANCEMENT

CLASSIFICATION	POSITION TITLE	EXPERIENCE	LICENSE/CERTIFICATION/SKILLS
PUBLIC WORKS	Utility Plant Operator Trainee	Entry Level	<ul style="list-style-type: none"> <li>• Water or Wastewater Class C License within two years</li> </ul>
	Utility Plant Operator I	2 years Operator Trainee	<ul style="list-style-type: none"> <li>• Water or Wastewater Class C License.</li> </ul>
	Utility Plant Operator II	2 years Utility Plant Operator I	<ul style="list-style-type: none"> <li>• Water or Wastewater Class B License.</li> </ul>
	Utility Service Worker I	Entry Level	<ul style="list-style-type: none"> <li>• Commercial Driver's License as required</li> </ul>
	Utility Service Worker II – Streets & Stormwater	2 years Utility Service Worker I	<ul style="list-style-type: none"> <li>• Class C Stormwater Certificate</li> </ul>
	Utility Service Worker II – Distribution & Collection	2 years Utility Service Worker I	<ul style="list-style-type: none"> <li>• Class B Commercial Driver's License</li> <li>• Level 3 distribution and/or Collection System Operator certificate</li> </ul>
	Utility Service Worker III – Streets & Stormwater	2 years Utility Service Worker II	<ul style="list-style-type: none"> <li>• Class A Stormwater Certificate</li> <li>• FDOT Maintenance of Traffic/Flagger Certification</li> </ul>
	Utility Service Worker III – Distribution & Collection	2 years Utility Service Worker II	<ul style="list-style-type: none"> <li>• FWPCOA Collection Operator C Certification or higher</li> <li>• Level 2 distribution and/or Collection System Operator certificate</li> <li>• FDOT Maintenance of Traffic/Flagger Certification</li> </ul>

## 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

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

## MEMORANDUM

**TO:** Mike Staffopoulos, City Manager  
**FROM:** Karen Nelson, Deputy City Manager  
**SUBJECT:** Resolution Number 2045-2019, Amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions Effective October 1, 2019  
**DATE:** November 25, 2019

### BACKGROUND

Evergreen Solutions, LLC conducted a Pay and Classification Study for the City of Jacksonville Beach beginning in February 2019. The purpose of the study was to analyze the classification and salary system and make recommendations to improve the City's competitive position in the market for Nonunion and Laborers' International Union of North America (LIUNA) represented employees. The study activities involved analyzing the internal and external equity of the system and making recommendations in response to those findings.

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's pay ranges for selected benchmark classifications were compared to the average of the identified market. During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the classifications that quantified the classification's level of five separate compensatory factors (Leadership, Working Conditions, Complexity, Decision-Making, and Relationships).

Evergreen found that the City's salary ranges were below its desired market position for many of the benchmark classifications at the minimum, midpoint, and maximums. Implementing new competitive pay plans will provide the City with an improved ability to attract, hire and retain quality employees.

Evergreen recommended that the City implement new, competitive open-range pay plans that reflect its desired market position and best practices; slot all classifications into the plans based on external and internal equity; and implement the revised structure by transitioning employees' salaries into the plans.



MEMORANDUM

Resolution No. 2045-2019

November 25, 2019

Page 2 of 3

Staff worked with Evergreen to develop the attached Position Classification and Pay Plan with a new numbering system for pay grades. Positions covered under this Pay Plan were slotted into the new pay grades, resulting in a pay grade increase to every position. The pay grade increases range from 5% to 28%.

The following positions were added to Section II. Classification and Pay Grades:

- Assistant to the Police Chief
- Office Administrator
- Substation/Relay Supervisor

These are new titles for current positions; this does not represent an increase to total number of positions.

- Communications Manager
- Deputy Fire Marshal

These new positions were included in the adopted budget for FY2020.

- Legal Assistant

This position was not included in the adopted budget for FY2020. The budget will be amended at mid-year to include \$83,202 for annual salaries and benefits.

Other substantive changes to the Position Classification and Pay Plan include:

1. Under the current policy, merit increases of 2% to 3% upon annual evaluation are based on the midpoint in the pay grade. Section I. C. 2) of the revised policy provides for merit increases of 2% to 3% over the employees' current rate of pay.
2. Section I. D. provides for the elimination of probationary increases for employees hired on or after October 1, 2019. Employees hired prior to the effective date and still serving a probationary term are eligible to receive an increase of up to 5% upon completion of the probationary period.
3. Section I. H. provides for a qualification increase for employees who obtain a professional license or certification that is directly related to their current position. This section replaces the additional pay provision in the current policy. For employees who were receiving additional pay prior to the effective date, the additional pay was incorporated into their hourly rate to ensure that the total compensation did not decrease.

Current employees covered under the Position Classification and Pay Plan who were employed prior to the effective date will receive a pay increase, effective October 1, 2019, of no less than 3% over the current rate of pay. Additionally, each employee will receive a lump sum payment of \$250, less applicable taxes and withholdings. Executive Management and employees eligible to receive a probationary increase, as defined above, are excluded from receiving the \$250 lump sum payment. The cost of the one-time lump sum payments to nonunion employees is \$28,500.

The implementation of the revised Position Classification and Pay Plan will result in financial impact to the City as outlined below.

	Current Pay Plan	Revised Pay Plan	Increase
FY 20 Budgeted Payroll	8,487,344	9,051,785	564,441
FY 21 Projected Payroll	8,741,964	9,387,392	645,428
FY 22 Projected Payroll	9,004,223	9,769,409	765,186
TOTAL	26,233,531	28,208,586	1,975,055

The increase to the General Fund over the 3 year period is \$1,205,815 and the combined increase to the Enterprise Funds is \$769,240.

**RECOMMENDATION**

Adopt Resolution Number 2045-2019, amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions, effective October 1, 2019.

Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2045-2019**

**A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL AND ADMINISTRATIVE (NONUNION) POSITIONS, EFFECTIVE OCTOBER 1, 2019.**

**WHEREAS**, the City Council has adopted a Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions, which establishes job classifications and salary ranges for each position that are competitive with similar positions in the labor market, and

**WHEREAS**, it periodically becomes necessary to update the Position Classification and Pay Plan to ensure positions are properly classified and compensated in accordance with skill levels, job duties and supervisory responsibility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1.** The City amends the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions attached hereto as *Attachment A*, dated October 1, 2019.

**SECTION 2.** The City Manager is hereby authorized to implement the amended pay plan and take any action necessary to carry out implementation not in conflict with any other laws or ordinances.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
William C. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

**CITY OF JACKSONVILLE BEACH**  
**POSITION CLASSIFICATION AND PAY PLAN**



Managerial, Professional and Administrative (Nonunion)

Effective October 1, 2019

## INTRODUCTION

The Position Classification and Pay Plan for the City of Jacksonville Beach ~~was prepared in July, 1990 and subsequently revised. The Plan~~ is divided into three major sections:

**Section I: General Rules and Regulations** provides for the rules which guide the administration of the Position Classification and Pay Plan.

**Section II: Classification and Pay Grades** provides for the assignment of a classification and pay grade to each position within the plan.

**Section III: Pay Grade Schedule** provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

Job descriptions have been written for each classification in the plan. Although not part of this document, the job descriptions are incorporated by reference and are on file for review in the Human Resources Department.

The position classification plan brings together a number of nonunion management, professional and administrative positions under a single classification plan. The plan provides that all positions receive similar treatment with respect to matters of classification. The plan also provides for normal lines of promotion and career development ladders. The organization and arrangement of classes facilitates various aspects of personnel administration such as records processing, position control, recruitment, testing, training and budget control.

The pay plan consists of a system of pay ranges assigned to all classes of work. The pay plan is intended to:

- 1) Provide equal pay for equal work;
- 2) Provide a means of rewarding employees for continued good or outstanding service;
- 3) Provide a convenient method of adjusting the plan to meet changes in conditions which require change in pay levels; and,
- 4) Establish salary and wage rates which compare satisfactorily with those public and private employers in competitive market areas for each position, and thus to permit the City to attract and retain qualified employees.

**SECTION I  
GENERAL RULES AND REGULATIONS**

**A. Administration of the Pay Plan**

- 1) Primary responsibility for establishment and upkeep of the classification and pay plan is assigned to the City Manager, or designee.
- 2) All changes and improvements will be made through recommendations to the Human Resources Director, who will analyze and determine whether they should be considered.
- 3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.
- 4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.
- 5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.
- 6) 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.
- 7) The performance evaluation system is to develop incentive among employees to improve their work performance.
- 8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

**B. 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 in the following situations:
  - a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
  - b) Exceptions 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).

- ~~4) Police Sergeants promoted to Commander shall receive be eligible for a 20% a minimum 10% pay increase. Upon successful completion of 6 months' service in the new position, they will be eligible for an additional 10% pay increase. Fire Lieutenants promoted to Captain shall be eligible for a 20% increase in pay.~~

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 ~~may be~~ is eligible for a merit increase of 2% to 3% over the current rate of pay annually, on the anniversary date of ~~their~~ employment in the position, as warranted by performance, provided there are funds available for the increase.
- ~~3) The employee may receive a salary increase or lump sum payment following an annual evaluation, based upon performance. During the budgeting process, the City Manager may recommend merit pay increases or lump sum payments based on the availability of funds. Any recommendation must be approved by the City Council.~~

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.~~

- 1) Employees hired or promoted between April 1, 2019 and September 30, 2019, whose probationary period ends between October 1, 2019 and March 30, 2020, are eligible for a merit salary advancement of up to 5% upon satisfactory completion of the probationary period in the position, as warranted by performance, provided that funds are available for the increase.
- 2) Employees hired or promoted on or after October 1, 2019 are not eligible for a pay increase upon completion of the probationary period.

E. Lead Worker Category

- 1) 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.

- 2) 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.
- 3) 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 or designee prior to any compensation payment.

F. Training Category

- 1) 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. 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.
- 2) 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.
- 3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

G. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee ~~may be~~ eligible for a lump sum award of 2% to 3% over the current rate of pay, 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 increases 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.

H. Qualification Increases

- 1) To promote skill and professional development, and to provide opportunities for advancement, certain employees may be eligible for a qualification increase

upon obtaining a professional license or certification. To qualify for such an increase, the license or certification must be directly related to the employee's current position and must be included in the job description as a preferred, but not required, qualification. Employees will not receive an increase upon obtaining a license or certification that is required as a condition of employment.

- 2) Upon obtaining the qualified license or certification, and provided that all education, training, and performance requirements of the job are met, employees will receive an increase of 3%.

I. Automobile Allowance

- 1) Employees who are required to drive their personal vehicle during the regular course of City business may be eligible to receive either an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy. Employees who are issued a City vehicle are not eligible to receive an automobile allowance.
- 2) Employees approved for an automobile allowance will receive payment bi-weekly, in 26 equal installments per year. Eligible positions and annual amounts are as follows:

ELIGIBLE POSITION	ANNUAL AMOUNT
Chief Financial Officer	\$4,800.00
Deputy City Manager	\$4,800.00
Director Of Beaches Energy	\$4,800.00
Director Of Human Resources	\$4,800.00
Director Of Parks & Recreation	\$4,800.00
Director Of Planning & Development	\$4,800.00
Director Of Public Works	\$4,800.00
Police Chief	\$4,800.00
City Clerk	\$3,600.00
City Engineer	\$3,600.00
Electrical Engineer	\$3,600.00
Electrical Engineer (PE)	\$3,600.00
Electrical Engineering Project Supervisor	\$3,600.00
Electrical Engineering Supervisor	\$3,600.00
Public Works Project Engineer	\$3,600.00
Property and Procurement Officer	\$3,600.00

**SECTION II**  
**CLASSIFICATIONS AND PAY GRADES**

CLASSIFICATION	*	POSITION TITLE	GRADE
Department Director	*	Chief Financial Officer	438
	*	Deputy City Manager	441
	*	Director of Beaches Energy Services	441
	*	Director of Human Resources	435
	*	Director of Parks and Recreation	435
	*	Director of Planning and Development	435
	*	Director of Public Works	438
	*	Fire Chief	437
	*	Police Chief	438
Administrative, Fiscal & Related	*	Accountant	426
	*	Accounting Supervisor	430
		Administrative Assistant	420
		Assistant City Clerk	424
	*	Assistant Customer Service Supervisor	425
	*	Assistant Finance/Budget Officer	434
	*	Assistant to the City Manager	423
	*	Associate Business Analyst	426
		Building Maintenance Supervisor	422
	*	Building Official	432
	*	Business Analyst	431
	*	Business Relations/Conservation Coordinator	422
		Chief Storekeeper	419
	*	City Clerk	429
		Clerical Assistant	414
	*	Customer Service Supervisor	429
		Database Administrator	426
	*	GIS Administrator	430
		Human Resources Generalist	424
	*	Information Systems Supervisor	434
	*	Internal Auditor	429
	*	Network Engineer	430
	*	Payroll/Benefits Administrator	430
		Payroll Specialist	420
	*	Planning Official	432
		Project/Safety Coordinator	418
	*	Property and Procurement Officer	434
	*	Procurement Administrator	428
		Procurement Associate	424
		Staff Assistant	417
*	Senior Planner	429	
*	System Administrator	429	
*	System Administrator/Public Safety	429	
*	Utilities Accountant/Analyst	425	

\* Exempt from overtime under the Fair Labor Standards Act.

**SECTION II  
CLASSIFICATIONS AND PAY GRADES**

<b>CLASSIFICATION</b>		<b>POSITION TITLE</b>	<b>GRADE</b>
<b>Electric Utilities</b>	*	Construction & Maintenance Supervisor	132
		Electric Safety & Training Supervisor	129
	*	Electric Utilities Superintendent	136
	*	Electrical Engineer	133
	*	Electrical Engineer (Registered PE)	134
	*	Electrical Engineering Supervisor	136
	*	Meter Services Supervisor	127
	*	System Operations Supervisor	134
<b>Public Works</b>	*	Distribution & Collection Superintendent	131
	*	GIS Systems Analyst	128
	*	Public Works City Engineer	135
	*	Public Works Project Engineer	135
	*	Streets Superintendent	131
	*	Utility Plant Supervisor	131
	*	Utility Plant Maintenance Supervisor	127
<b>Parks and Recreation</b>		Assistant Ocean Rescue Supervisor	118
		Beach Patrol Guard	U/C
		Beach Patrol Lieutenant	U/C
		Director of Golf Instruction	112
		Events Coordinator	122
		Golf Cart/Range Attendant	108
		Assistant Golf Professional	120
	*	Assistant Golf Course Superintendent	123
	*	Golf Course Facility Manager	127
	*	Golf Course Superintendent	127
	*	Golf Course Park Maint. Superintendent	127
		Golf Shop Attendant	112
		Golf Starter	108
		Ocean Rescue Supervisor	120
		Recreation Leader	114
		Recreation Program Assistant	115
	*	Recreation Superintendent	126
	Recreation Supervisor	123	
	Tennis Court Attendant	108	
*	Facility Manager	117	
<b>Public Safety</b>	*	Fire Captain/Fire Marshal	405
	*	Fire Captain/Shift Commander	404
		Police Accreditation Manager	122
	*	Police Commander	183
		Police Officer Part Time	180
		Police Records Supervisor	119
		Police Sergeant (Non-Union)	182
		Police Volunteer Coordinator	115
		Public Safety Communications Supervisor	126
	School Crossing Guard	U/C	

\*Exempt from overtime under the Fair Labor Standards Act.

**SECTION III  
PAY GRADE SCHEDULE**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
108	\$8.33 \$17,326.40	\$10.94 \$22,755.20	\$13.55 \$28,184.00
109	\$8.75 \$18,200.00	\$11.46 \$23,836.80	\$14.17 \$29,473.60
110	\$9.19 \$19,115.20	\$12.05 \$25,064.00	\$14.90 \$30,992.00
111	\$9.65 \$20,072.00	\$12.67 \$26,353.60	\$15.68 \$32,614.40
112	\$10.13 \$21,070.40	\$13.27 \$27,601.60	\$16.40 \$34,112.00
113	\$10.64 \$22,131.20	\$13.95 \$29,016.00	\$17.26 \$35,900.80
114	\$11.17 \$23,233.60	\$14.66 \$30,492.80	\$18.15 \$37,752.00
115	\$11.73 \$24,398.40	\$15.37 \$31,960.60	\$19.01 \$39,540.80
116	\$12.32 \$25,625.60	\$16.15 \$33,592.00	\$19.97 \$41,537.60
117	\$12.94 \$26,915.20	\$16.96 \$35,276.80	\$20.98 \$43,638.40
118	\$13.59 \$28,267.20	\$17.82 \$37,065.60	\$22.04 \$45,843.20
119	\$14.27 \$29,681.60	\$18.71 \$38,916.80	\$23.15 \$48,152.00
120	\$14.98 \$31,158.40	\$19.64 \$40,851.20	\$24.30 \$50,544.00
121	\$15.73 \$32,718.40	\$20.62 \$42,889.60	\$25.50 \$53,040.00
122	\$16.52 \$34,361.60	\$21.68 \$45,094.40	\$26.83 \$55,806.40
123	\$17.35 \$36,088.00	\$22.74 \$47,299.20	\$28.13 \$58,510.40
124	\$18.22 \$37,897.60	\$23.89 \$49,691.20	\$29.55 \$61,464.00
125	\$19.13 \$39,790.40	\$25.09 \$52,187.20	\$31.05 \$64,584.00

\*Annual salaries based on 2080 hours worked in a twelve-month period.

**SECTION III  
PAY GRADE SCHEDULE**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
126	\$20.09 \$41,787.20	\$26.33 \$54,766.40	\$32.57 \$67,745.60
127	\$21.09 \$43,867.20	\$27.64 \$57,491.20	\$34.19 \$71,115.20
128	\$22.14 \$46,051.20	\$29.02 \$60,361.60	\$35.89 \$74,651.20
129	\$23.25 \$48,360.00	\$30.48 \$63,398.40	\$37.70 \$78,416.00
130	\$24.41 \$50,772.80	\$31.99 \$66,539.20	\$39.57 \$82,305.60
131	\$25.63 \$53,310.40	\$33.59 \$69,867.20	\$41.55 \$86,424.00
132	\$26.91 \$55,972.80	\$35.27 \$73,361.60	\$43.63 \$90,750.40
133	\$28.26 \$58,780.80	\$37.04 \$77,043.20	\$45.81 \$95,284.80
134	\$29.67 \$61,713.60	\$38.88 \$80,870.40	\$48.09 \$100,027.20
135	\$31.15 \$64,792.00	\$40.82 \$84,905.60	\$50.48 \$104,998.40
136	\$32.71 \$68,036.80	\$42.87 \$89,169.60	\$53.03 \$110,302.40
137	\$34.35 \$71,448.00	\$45.02 \$93,641.60	\$55.69 \$115,835.20
138	\$36.07 \$75,025.60	\$47.27 \$98,321.60	\$58.46 \$121,596.80
139	\$37.87 \$78,769.60	\$49.64 \$103,251.20	\$61.41 \$127,732.80
140	\$39.76 \$82,700.80	\$52.11 \$108,388.80	\$64.45 \$134,056.00
141	\$41.74 \$86,828.00	\$54.69 \$113,760.00	\$67.64 \$140,692.00
182	\$28.03 \$58,302.40	\$32.50 \$67,600.00	\$36.97 \$76,897.60
183	\$29.39 \$61,131.20	\$38.52 \$80,121.60	\$47.64 \$99,091.20
*404	\$22.13 \$64,442.56	\$25.58 \$74,488.96	\$29.03 \$84,535.36
405	\$30.98 \$64,438.40	\$35.82 \$74,505.60	\$40.64 \$84,531.20

\*Annual salary based on 2912 hours worked in a twelve-month period.  
All other annual salaries based on 2080 hours worked in a twelve-month period.

**UNCLASSIFIED POSITIONS  
PAY RANGES**

**Beach Patrol Guard**

1<sup>st</sup> year \_\_\_\_\_ \$11.48

2<sup>nd</sup> year \_\_\_\_\_ \$11.78

3<sup>rd</sup> year \_\_\_\_\_ \$12.11

4<sup>th</sup> year \_\_\_\_\_ \$12.37

5<sup>th</sup> year \_\_\_\_\_ \$12.72

Increase in years 2-5 requires a minimum of 300 hours worked in the previous year

**Rescue Swimmer** \_\_\_\_\_ \$13.49

Requires Emergency Medical Technician Certification

Lifeguards and rescue swimmers, who work a minimum of 300 hours between May and September and are in good standing, may receive a lump sum payment of \$500.

**Beach Patrol Lieutenant** \_\_\_\_\_ \$15.61

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**School Crossing Guard**

1<sup>st</sup> year \_\_\_\_\_ \$9.01\*

2<sup>nd</sup> year \_\_\_\_\_ \$9.29\*

3<sup>rd</sup> year \_\_\_\_\_ \$9.57\*

4<sup>th</sup> year \_\_\_\_\_ \$9.86\*

5<sup>th</sup> year \_\_\_\_\_ \$10.16\*

6<sup>th</sup> year \_\_\_\_\_ \$10.45\*

\*Includes a 1 hour per assignment minimum—1 hour in the morning & 1 hour in the afternoon

**ADDITIONAL PAYS**

<u>License/Certification/Allowance</u>	<u>Annual Amount</u>	<u>Position Eligible</u>
Certified Public Accountant	\$1,200	Any Department Director or Administrative, Fiscal & Related employee possessing a current Certified Public Accountant license issued by the Florida Department of Business and Professional Regulation, Board of Accountancy
Payroll Professional Certification	\$500	Payroll Specialist
Certified Golf Course Superintendent	\$1,500	Golf Course Superintendent Director of Parks and Recreation
Automobile Allowance	\$4,800	City Manager Deputy City Manger Chief Financial Officer Director of Beaches Energy Director of Human Resources Director of Parks & Recreation Director of Planning & Development Director of Public Works Police Chief Fire Chief
	\$3,600	City Engineer Electrical Engineer Electrical Engineer (Registered PE) Electrical Engineering Supervisor Public Works Project Engineer Property and Procurement Officer City Clerk

Eligible employees may receive either a City vehicle, an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy.

**SECTION II**  
**CLASSIFICATIONS AND PAY GRADES**  
**By Classification**

CLASSIFICATION	POSITION TITLE	GRADE
EXECUTIVE MANAGEMENT	* Chief Financial Officer	332
	* Deputy City Manager	335
	* Director Of Beaches Energy	335
	* Director Of Human Resources	329
	* Director Of Parks & Recreation	329
	* Director Of Planning & Development	329
	* Director Of Public Works	332
	* Police Chief	332
MANAGERIAL, PROFESSIONAL & ADMINISTRATIVE	* Accountant	319
	* Accounting Supervisor	323
	Administrative Assistant	312
	Assistant City Clerk	316
	* Assistant Customer Service Supervisor	318
	* Assistant CFO/Budget Officer	327
	Assistant to the City Manager	316
	<b>Assistant to the Police Chief</b>	316
	* Bus Relations/Conservation Coordinator	316
	* City Clerk	322
	* <b>Communications Manager</b>	322
	* Customer Service Supervisor	322
	Human Resources Generalist	317
	* Internal Auditor	322
	<b>Legal Assistant</b>	322
	<b>Office Administrator</b>	314
	<b>Staff Office Assistant</b>	310
	* Payroll/Benefits Administrator	323
	Payroll Specialist	314
	* Utilities Accountant	318
INFORMATION SYSTEMS	* Associate Business Analyst	319
	* Business Analyst	323
	* Database Administrator	322
	* <del>GIS Administrator</del> <b>Technical Architect</b>	323
	* Information Systems Supervisor	327
	* Network Engineer	323
	* System Administrator	322
	PLANNING & DEVELOPMENT	* Building Official
* Planning Official		326
* Senior Planner		322
PROPERTY & PROCUREMENT	Building Maintenance Supervisor	315
	Chief Storekeeper	312
	* Procurement Administrator	321
	Procurement Associate	316
	* Property and Procurement Officer	327

\* Exempt from overtime under the Fair Labor Standards Act

**SECTION II**  
**CLASSIFICATIONS AND PAY GRADES**  
**By Classification**

CLASSIFICATION	POSITION TITLE	GRADE
ENERGY SERVICES	* Construction & Maintenance Supervisor	327
	* Electric Safety & Training Supervisor	322
	* Electrical Engineer	327
	* Electrical Engineer (PE)	328
	* Electrical Engineering Project Supervisor	330
	* Electrical Engineering Supervisor	330
	* Meter Services Supervisor	320
	* Substation/Relay Supervisor	328
	* System Operations Supervisor	328
	* Utilities Superintendent	330
PUBLIC WORKS	* Distribution & Collection Superintendent	324
	* GIS Systems Analyst	321
	* Public Works City Engineer	329
	* Public Works Project Engineer	329
	* Streets Superintendent	324
	Utility Plant Maintenance Supervisor	320
	* Utility Plant Superintendent	324
PARKS & RECREATION	* Assistant Golf Course Superintendent	318
	Assistant Golf Professional	314
	Events Coordinator	314
	Golf Cart/Range Attendant	302
	* Golf Course Facility Manager	322
	* Golf Course Superintendent	322
	Golf Shop Attendant	308
	Golf Starter	302
	* Park Maintenance Superintendent	322
	Recreation Leader	310
	Recreation Program Assistant	308
	* Recreation Superintendent	320
	Recreation Supervisor	316
	Tennis Court Attendant	302
	* Tennis Facility Manager	311
PUBLIC SAFETY	* Fire Marshal	324
	Deputy Fire Marshal	321
	Police Accreditation Manager	315
	* Police Commander	327
	Police Records Supervisor	315
	Police Volunteer Coordinator	308
	Public Safety Communications Supervisor	319
	Beach Patrol Guard	601
	Beach Patrol Lieutenant	602
	Assistant Ocean Rescue Supervisor	603
	Ocean Rescue Supervisor	604
	School Crossing Guard	901

\*Exempt from overtime under the Fair Labor Standards Act

**SECTION III  
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
302	\$9.74 \$20,259.20	\$12.76 \$26,540.80	\$15.78 \$32,822.40
303	\$10.23 \$21,278.40	\$13.40 \$27,872.00	\$16.57 \$34,465.60
304	\$10.74 \$22,339.20	\$14.07 \$29,265.60	\$17.40 \$36,192.00
305	\$11.28 \$23,462.40	\$14.77 \$30,721.60	\$18.27 \$38,001.60
306	\$11.84 \$24,627.20	\$15.51 \$32,260.80	\$19.18 \$39,894.40
307	\$12.43 \$25,854.40	\$16.29 \$33,883.20	\$20.14 \$41,891.20
308	\$13.06 \$27,164.80	\$17.10 \$35,568.00	\$21.15 \$43,992.00
309	\$13.71 \$28,516.80	\$17.96 \$37,356.80	\$22.21 \$46,196.80
310	\$14.39 \$29,931.20	\$18.86 \$39,228.80	\$23.32 \$48,505.60
311	\$15.11 \$31,428.80	\$19.80 \$41,184.00	\$24.49 \$50,939.20
312	\$15.87 \$33,009.60	\$20.79 \$43,243.20	\$25.71 \$53,476.80
313	\$16.66 \$34,652.80	\$21.83 \$45,406.40	\$26.99 \$56,139.20
314	\$17.50 \$36,400.00	\$22.92 \$47,673.60	\$28.34 \$58,947.20
315	\$18.37 \$38,209.60	\$24.07 \$50,065.60	\$29.76 \$61,900.80
316	\$19.29 \$40,123.20	\$25.27 \$52,561.60	\$31.25 \$65,000.00
317	\$20.25 \$42,120.00	\$26.53 \$55,182.40	\$32.81 \$68,244.80
318	\$21.27 \$44,241.60	\$27.86 \$57,948.80	\$34.45 \$71,656.00

**SECTION III  
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
319	\$22.33 \$46,446.40	\$29.25 \$60,840.00	\$36.18 \$75,254.40
320	\$23.45 \$48,776.00	\$30.72 \$63,897.60	\$37.98 \$78,998.40
321	\$24.62 \$51,209.60	\$32.25 \$67,080.00	\$39.88 \$82,950.40
322	\$25.85 \$53,768.00	\$33.86 \$70,428.80	\$41.88 \$87,110.40
323	\$27.14 \$56,451.20	\$35.56 \$73,964.80	\$43.97 \$91,457.60
324	\$28.50 \$59,280.00	\$37.34 \$77,667.20	\$46.17 \$96,033.60
325	\$29.93 \$62,254.40	\$39.20 \$81,536.00	\$48.48 \$100,838.40
326	\$31.42 \$65,353.60	\$41.16 \$85,612.80	\$50.90 \$105,872.00
327	\$32.99 \$68,619.20	\$43.22 \$89,897.60	\$53.45 \$111,176.00
328	\$34.64 \$72,051.20	\$45.38 \$94,390.40	\$56.12 \$116,729.60
329	\$36.37 \$75,649.60	\$47.65 \$99,112.00	\$58.93 \$122,574.40
330	\$38.19 \$79,435.20	\$50.03 \$104,062.40	\$61.87 \$128,689.60
331	\$40.10 \$83,408.00	\$52.53 \$109,262.40	\$64.97 \$135,137.60
332	\$42.11 \$87,588.80	\$55.16 \$114,732.80	\$68.21 \$141,876.80
333	\$44.21 \$91,956.80	\$57.92 \$120,473.60	\$71.63 \$148,990.40
334	\$46.42 \$96,553.60	\$60.82 \$126,505.60	\$75.21 \$156,436.80
335	\$48.75 \$101,400.00	\$63.86 \$132,828.80	\$78.97 \$164,257.60

**SECTION III  
PAY GRADE SCHEDULE**

OCEAN RESCUE – PART TIME			HOURLY
601	Beach Patrol Guard	Year 1	\$12.00
601	Beach Patrol Guard	Year 2	\$12.36
601	Beach Patrol Guard	Year 3	\$12.73
601	Beach Patrol Guard	Year 4	\$13.11
601	Beach Patrol Guard	Year 5	\$13.51
601	Rescue Swimmer*		\$14.18
602	Lieutenant		\$16.30
<p>a. Increase in years 2-5 requires a minimum of 300 hours worked in the previous year.</p> <p>b. Beach Patrol Guards/Rescue Swimmers who work a minimum of 300 hours between May and September, and are in good standing, are eligible for a lump sum payment of \$500.</p> <p><i>*Requires Emergency Medical Technician Certification.</i></p>			

OCEAN RESCUE – FULL TIME		MINIMUM	MIDPOINT	MAXIMUM
602	Lieutenant	\$16.30 \$33,904.00	\$19.88 \$41,340.00	\$23.45 \$48,776.00
603	Assistant Ocean Rescue Supervisor	\$16.79 \$34,923.20	\$20.47 \$42,577.60	\$24.15 \$50,232.00
604	Ocean Rescue Supervisor	\$17.63 \$36,670.40	\$21.50 \$44,709.60	\$25.36 \$52,748.80

901 – SCHOOL CROSSING GUARDS	
Year 1	\$10.05
Year 2	\$10.35
Year 3	\$10.66
Year 4	\$10.98
Year 5	\$11.31
Year 6	\$11.65

City of

Jacksonville Beach

City Hall

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## MEMORANDUM

**TO:** Mike Staffopoulos, City Manager  
**FROM:** Karen Nelson, Deputy City Manager  
**SUBJECT:** Resolution Number 2046-2019, Amending Chapter 4 of the Personnel Policies  
**DATE:** November 25, 2019

### BACKGROUND

The City's Personnel Policies establish the rules and regulations that guide the day-to-day management of all City employees. The policies are intended as a guide for consistent action and must be updated periodically to reflect changes to working conditions and/or levels of benefits. Resolution No. 2046-2019 provides the following amendments to Chapter 4, Hours of Duty and Leave, of the Personnel Policies:

1. Adds December 24, Christmas Eve, to the Legal Holidays observed by the City in accordance with Ordinance No. 2019-8124 adopted by Council on October 7, 2019.
2. Changes the waiting period for probationary employees to use vacation leave from 6 months to 3 months.
3. Allows for leave to be used in any increment after a minimum of 1 hour.
4. Provides for Executive Management employees to be advanced 3 days leave upon hire and accrue leave upon start date at the same rate as a nine-year employee. Executive Management positions include Department Directors and the Deputy City Manager.
5. Eliminates the 30-day waiting period for new employees to accrue sick leave.
6. Changes references to doctor or physician to "Health Care Provider as defined in FMLA Regulations".

### RECOMMENDATION

Adopt Resolution Number 2046-2019, amending Chapter 4, Hours of Duty and Leave, of the Personnel Policies, effective October 1, 2019.



Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2046-2019**

**A RESOLUTION AMENDING CHAPTER 4, HOURS OF DUTY AND LEAVE, OF THE CITY OF JACKSONVILLE BEACH PERSONNEL POLICIES, EFFECTIVE OCTOBER 1, 2019.**

**WHEREAS**, the City Council has adopted Personnel Policies to provide a foundation for uniform and equitable employee relations, and

**WHEREAS**, it periodically becomes necessary to update the Personnel Policies for changes in terms and conditions of employment and/or levels of benefits.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1.** Chapter 4, Hours of Duty and Leave, of the Personnel Policies, attached hereto as *Attachment A*, is hereby amended, effective October 1, 2019.

**SECTION 2.** The City Manager is hereby authorized to implement and administer the amended Personnel Policies and take any action necessary to carry out administration not in conflict with any other laws or ordinances.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
William C. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

**CITY OF JACKSONVILLE BEACH**  
**PERSONNEL POLICIES**



Effective October 1, 2019

## CHAPTER 4

### HOURS OF DUTY AND LEAVE

#### B. LEAVE

The following types of leave are officially established:

Holidays, Annual Leave, Sick Leave, Military Leave, Jury Duty, Court Attendance, Funeral Leave, Personal Leave and Leave of Absence (Leave without Pay). All leaves will be granted in conformance with established rules and with the approval of the City Manager.

##### 1. Holidays.

###### a. Legal Holidays observed by the City are as follows:

January 1	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

Any other day proclaimed by Ordinance of the City Council

- b. For employees working Monday through Friday, when a holiday falls on a Saturday, the Friday before shall be observed or if Sunday, the following Monday shall be observed. **When Christmas Day falls on a Saturday, the following Monday shall be observed. When Christmas Eve falls on a Sunday, the previous Friday shall be observed.** For employees working shifts, the holiday shall be observed on the date it occurs.
- c. In order to receive holiday pay an employee must work the entire scheduled day before and the entire scheduled workday after the holiday.
- d. Work Performed on a Holiday. All regular nonexempt fulltime employees assigned and scheduled to work on a holiday and who in fact do work, shall receive their pay for that day at one and one-half (1-1/2) times the straight hourly rate, in addition to Holiday Pay. (This shall be paid in cash

and not in compensatory hours)

- e. For the purpose of Holiday Pay, time spent on prior approved annual and sick leave shall be counted as a day worked. Time spent on Leave Without Pay shall not count as a day worked.

**2. Annual Leave.**

All regular fulltime and regular part-time (working 20 hours or more per week) employees shall accrue annual leave as outlined below. Employees promoted or transferred from a FOP or LIUNA union position to a nonunion position may choose whether to remain on the vacation/annual leave program as outlined in the union contract under which they were previously covered or the annual leave program outlined below. Once an employee has made his/her selection, he/she cannot change it.

- a. 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 **three month's continuous employment**. If an employee serving a probationary period on an original appointment resigns without giving proper notice or is terminated without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave. (A probationary period may be longer than six months depending on any extensions which may have been approved.)
- b. Annual leave should be requested in writing two weeks in advance and acted upon by the department director prior to the leave being taken. The department director will schedule annual leave at the convenience of the department with all due consideration to the employee. Leaves of less than one workday will be scheduled so as not to disrupt the orderly flow of work.
- c. **Leave may be charged in any increment after a minimum unit charge of 1 hour.**
- d. The accrual rate for annual leave shall be on a biweekly basis (except for probationary employees) and based on the length of service for each employee determined as follows:

40 HOUR EMPLOYEES		
	Days	Hours
At end of 3 months	2.5	20
At 1 <sup>st</sup> Anniversary	7	56
At 2 <sup>nd</sup> Anniversary	12	96
At 3 <sup>rd</sup> Anniversary	12	96
At 4 <sup>th</sup> Anniversary	12	96
At 5 <sup>th</sup> Anniversary	12	96
At 6 <sup>th</sup> Anniversary	12	96

<b>40 HOUR EMPLOYEES</b>		
	Days	Hours
At 7 <sup>th</sup> Anniversary	13	104
At 8 <sup>th</sup> Anniversary	14	112
At 9 <sup>th</sup> Anniversary	15	120
At 10 <sup>th</sup> Anniversary	16	128
At 11 <sup>th</sup> Anniversary	17	136
At 12 <sup>th</sup> Anniversary	18	144
At 13 <sup>th</sup> Anniversary	19	152
At 14 <sup>th</sup> Anniversary	20	160
At 20 <sup>th</sup> Anniversary and all subsequent years	21	168

<b>30 – 34 HOURS WEEKLY</b>	
1 – 9 Years of Service	80 Hours
10 + Years of Service	85 Hours
<b>35 – 39 HOURS WEEKLY</b>	
1 – 9 Years of Service	92 Hours
10 + Years of Service	112 Hours
<b>REGULAR PART TIME WORKING 20 OR MORE HOURS</b>	
20 – 24 Hours Weekly	45 Hours
25 – 29 Hours Weekly	58 Hours

- e. Employees who are hired into a position classified as Executive Management shall, upon start date, be granted 3 annual leave days and shall begin to accrue leave as follows:

<b>EXECUTIVE MANAGEMENT</b>		
	Days	Hours
At Start Date	15	120
At 1 <sup>st</sup> Anniversary	16	128
At 2 <sup>nd</sup> Anniversary	17	136
At 3 <sup>rd</sup> Anniversary	18	144
At 4 <sup>th</sup> Anniversary	19	152
At 5 <sup>th</sup> Anniversary	20	160
At 11 <sup>th</sup> Anniversary and all subsequent years	21	168

When an employee is promoted from a position within the City to an Executive Management position, leave will accrue, upon promotion, according to the schedule above or the employee's accrual rate in the previous position, whichever is greater.

- f. Employees are allowed to accrue annual leave 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). Annual leave must be

- g. taken and any amount accumulated over the maximum will be forfeited. No accrual of annual leave will be credited an employee on leave without pay, or one who has been suspended for disciplinary purposes.
- h. Any regular employee leaving the City service in good standing after giving proper notice of such termination of employment shall be compensated for annual accrued leave prorated to the date of separation. The maximum amount of annual leave time payable shall be two (2) years accrual up to 336 hours. Any leave accrued over the 2 year maximum shall be forfeited.
- i. The Beneficiary, as designated on the form approved by Human Resources shall receive pay for all unused annual leave upon death of the employee. The amount paid is the hours accrued as of the date of death up to a maximum of 336 hours.
- j. Should an employee become ill during a period of approved annual leave, accrued sick leave may be taken upon a physician's certification.
- k. Annual leave will not be charged when a legal holiday falls within the period of authorized absence.
- l. Annual leave may be used for maternity purposes to the maximum amount of hours accrued.

**3. Personal Leave.** All regular fulltime employees are entitled to personal leave. (Excludes probationary employees)

- a. Employees shall be eligible for 1 day of personal leave per year (8 hours for all employees except 56 hour employees - 56 hour employees shall receive 12 hours) to take during the calendar year. This leave cannot be carried over from year to year and is forfeited at calendar year end if not used. This leave must be taken in hourly increments.
- b. This leave can be used for any purpose. Application to use this leave must be made in the same manner as for annual leave and is subject to department director approval.
- c. If an employee leaves the City employment prior to utilizing the yearly allotment of leave he shall be compensated for any outstanding balance.

**4. Sick Leave.** Sick leave with pay shall be granted to all fulltime regular and probationary employees in the City service.

~~There will be a 30-day waiting period for sick accrual. Accrual will begin the payday following the pay period in which the employee attains one (1) month of continuous service.~~

- a. Sick leave shall accrue at the following rate:  
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.
- b. Sick leave shall be used for: Personal illness, preventative medical treatment by a **Health Care Provider (as defined in FMLA Regulations)** or exposure of employee to a contagious disease when his continued presence on the job would endanger his fellow employees (a certificate from a Health Care Provider will be required before granting sick leave for this purpose).
- c. Sick leave shall stop accruing when an employee has missed an entire pay period from work due to leave without pay or unpaid leave of absence.
- d. A certificate from a **Health Care Provider** may be required to support any absence. Sick leave is a privilege which is extended to all employees of the City; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal.
- e. In no case will an employee be advanced sick leave
- f. **Sick Leave may be charged in any increment after a minimum unit charge of one hour.**
- g. 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 certificate from a **Health Care Provider** shall be required by the City to determine the amount of sick leave necessary for maternity care.
- h. Up to 56 hours of sick leave per year may be granted for an employee to provide care for ill children or seriously ill immediate family members. For the purpose of this section, immediate family shall mean the employee's spouse, parents, children, brothers, sisters, grandparents or spouse's parents. Leave may be approved in no less than hourly increments. A certificate from a **Health Care Provider** may be required to utilize this leave and leave may not be used for preventative care.
- i. Upon retirement, and completion of five years of service, employees will be paid for unused sick leave up to ninety (90) days not to exceed 720 hours. Vesting shall not be considered "retirement" for the purposes of payment for sick leave hours. Additionally, employees retiring with 20 years of service may be eligible for a supplemental percentage (%) payment of sick leave as outlined below.

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## MEMORANDUM

TO: Mayor and City Council  
FROM: Mike Staffopoulos, City Manager  
SUBJECT: Adoption of Resolution No. 2047-2019  
DATE: November 26, 2019

### ACTION REQUESTED

Adopt Resolution No. 2047-2019, permanently closing the Lakeside Drive gate and exploring electronic controls for public safety vehicles and access.

### BACKGROUND

The City has maintained a gate at the north end of Lakeside Drive, separating it from Seagate Avenue, for a number of years. This access point has been used for ingress and egress to the area during emergency situations and construction activities affecting vehicle routes to the north. The gate is currently open while the Florida Department of Transportation (FDOT) make repairs and upgrades to the Kings Road Bridge.

Over the past several months, City Council and staff have heard from numerous residents residing both north and south of the gate regarding the future disposition of the gate. A majority of residents living south of the gate want the gate closed following the completion of construction activities, as has been done in the past. A majority of residents living north of the gate want the gate either removed, or access through the gate allowed for residents, following the completion of construction.

City Council provided direction to staff at the November 18 Council briefing regarding this topic. Staff was directed to prepare two resolutions for consideration:

- One for closure of the gate with improved emergency vehicle access; and
- One for the closure of the gate with improved emergency vehicle access and the installation of an opening for low speed vehicles (LSVs).

The City Attorney has researched the feasibility of providing a passageway for LSVs, and finds there are associated legal issues. These issues will be discussed at the December 2 Council briefing. Therefore, the resolution provided calls for closure of the gate with improved emergency vehicle access.

### RECOMMENDATION

Adopt Resolution No. 2047-2019, permanently closing the Lakeside Drive gate and exploring electronic controls for public safety vehicles and access.



Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2047-2019**

**A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, RESOLVING THE MATTER COMMONLY KNOWN AS THE LAKESIDE DRIVE GATE; DECLARING VALID PUBLIC PURPOSES FOR AN ELECTRONICALLY OPERATED GATE TO BE INSTALLED AND REMAIN PERMANENTLY CLOSED WITH EXCEPTION FOR EMERGENCY AND PUBLIC WORKS PURPOSES, KINGS ROAD BRIDGE CLOSURES AND CERTAIN EMERGENCY EVENTS; ASSIGNING CITY STAFF WITH DIRECTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; REPEALING PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the City of Jacksonville Beach (“City”) holds fee title ownership of real property described in Duval County Property Appraiser records as Ocean Forest Unit No.7, Parcel A, RE#178602-0502 in the Ocean Forest subdivision (“City’s Lot”), which the City obtained through W.P. Tinney Construction Co.’s March 26, 1990 Warranty Deed conveyance, and

**WHEREAS**, the Warranty Deed contains no restrictions, limitations, covenants or conditions, and identifies the City’s Lot being recorded in Duval County public records Plat Book 37, Page 22 which contains a survey of Lakeside Drive (“Lakeside”) as a dead end cul-de-sac road, the Lakeside parcels (including City’s Lot), and the surveyor’s February 29, 1980 certification that the Plat is a correct representation of the lands surveyed, and

**WHEREAS**, the City’s Lot was vacant and unimproved until approximately 2004, when the City of Neptune Beach (“Neptune Beach”) planned construction work and temporary vehicular traffic closure on the Kings Road Bridge, that would temporarily remove the only ingress and egress access to residences in the City’s northwest portion of the Ocean Forest subdivision, Neptune Beach residences south of the bridge, and prevent emergency and service vehicles from reaching those areas, and

**WHEREAS**, around the time bridge construction plans formed, the City developed plans to install a water utility distribution and connection to be routed under the City’s Lot for service in the same northwest portion of the City’s residential area, and

**WHEREAS**, the City, in cooperation with Neptune Beach, developed a design for a temporary traffic detour route (“detour route”) with a gate on the City’s Lot that would connect Lakeside and Seagate Avenue (“Seagate”) to provide ingress and egress for emergency vehicles and residents to reach their properties impacted by the bridge closure, and

**WHEREAS**, on April 5, 2004, the City Council approved installation of the City's water utility and the detour route and gate on the City's Lot, with the gate approved to be open only in times when bridge construction caused traffic closure, and closed with no thru traffic except for emergency purposes when the bridge was open, and

**WHEREAS**, in 2004, construction of the detour route on the City's Lot included removal of vegetation and installation of a paved surface, curbs, a wood siding fence and a manually operated metal gate that could be opened and closed as Council approved, and

**WHEREAS**, the gate was opened and the detour route was used by neighborhood traffic when the bridge was closed for initial construction, bridge inspections revealed cracks in timber beams, which caused further construction repairs and traffic closures longer than initially expected, so the gate remained open, finally bridge repairs were made and traffic was allowed on the bridge, so the gate was closed, and

**WHEREAS**, afterwards and currently, the Florida Department of Transportation ("FDOT") is performing substantial reconstruction of the bridge to bring it up to FDOT specifications which has caused extended traffic closures and necessitated the gate being open for continued use of the detour route, and

**WHEREAS**, for many years some neighborhood residents requested that the City make the detour route a permanent additional means of ingress and egress, while other residents requested that the detour route and gate be closed when the bridge construction is completed, (as planned since initial bridge construction and approved by the City Council on April 5, 2004) and the gate be opened only for public works and emergency access purposes and during future bridge closures, and

**WHEREAS**, based on FDOT information, in 2020 the bridge is expected to be open for all legal loads of traffic and residents to use as improved ingress and egress access, and

**WHEREAS**, the City Council desires to reach a final resolution concerning the gate issue, Council has considered public comments, petitions and materials, research of relevant documents and related topics, and various options and alternatives on the subject, and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1. Adoption of Recitals.** The foregoing recitals are deemed true and material parts of this Resolution and are fully incorporated herein by reference.

**SECTION 2. Council Authority.** Municipalities may exercise broad governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes not expressly prohibited by the constitution, general or special law, or county charter. Article VIII, § 2 Fla. Const., F.S. §166.021(4). It constitutes a public purpose to expend public funds developing or

improving local infrastructure. F.S. §166.021(8)(c). A valid municipal purpose means any activity or power which may be exercised by the state or its political subdivisions. F.S. §166.021(4). Such municipal purposes includes providing and regulating roads and related transportation facilities. F.S. §125.01(m).

**SECTION 3: Public Purposes.** The City Council finds it is in the best interests of the large majority of City residents residing in and around the Ocean Forest subdivision, and that it serves valid public purposes of promotion of the public health, safety, security, morals, welfare and provision of public services, to place an electronically controlled gate on the City's Parcel that will remain permanently closed with the exception that it may be opened for emergency and public service purposes, when the Kings Road bridge is closed to traffic and during certain emergency events. The City Council finds that residents will benefit and public purposes are served by allowing emergency fire rescue, law enforcement agencies and municipal service vehicles to utilize the City's Lot as an access route when necessary. These agencies and departments should have a means to electronically control the gate to open for municipal and emergency service vehicles to pass through. The City Council finds that the permanent closure of the gate will serve a public purpose and benefit City residents by maintaining the Lakeside roadway and cul-de-sac as originally designed and as existed at the time the Warranty Deed and Plat were recorded and as it was prior to bridge construction in 2004. Based on FDOT information, the City Council believes that the newly constructed Kings Road bridge will provide sufficient and safe passage for all legal loads of traffic pursuant to FDOT specifications on a stronger and safer bridge. Therefore, permanent closure of the gate will reduce or eliminate the detour route flow-through traffic on Lakeside and surrounding roads. This should contribute to public welfare, comfort, convenience, and safer neighborhood roads in that community. The bridge will provide safe ingress and egress for the residents that live south of the bridge. While the gate provides a controlled route for emergency first responders and public works access and a viable detour option during future bridge closures and emergency events.

**SECTION 4. Administrative Assignment and Authorization.** The City Council hereby authorizes and directs the City Manager and staff to commence activities and steps to effectuate and implement the intentions and directions of this Resolution. The City Manager and Deputy Manager are authorized to let contracts, execute and enter into agreements and take any other steps on behalf of the City to explore various options to install an electronically controlled gate. The gate should allow for emergency fire rescue, law enforcement and public works departments to have electronic controlled access to open and close the gate to provide services. The gate should be opened during traffic closures at the Kings Road bridge and certain emergency events as necessary.

**SECTION 5. Repeal of Prior Inconsistent Resolutions and Council Decisions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict. The City Council hereby retracts prior Council actions that are inconsistent with this Resolution and contents herein.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**SECTION 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Charles W. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

MEMORANDUM

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To: Mike Staffopoulos, City Manager

From: Bill Mann, Planning and Development Director

Subject: **2<sup>nd</sup> Reading, Ordinance No. 2019-8129**, to amend Section 34-373 and 34-392 of the Jacksonville Beach Land Development Code related to parking area and walkway setbacks respectively for certain residential properties.

Date: November 19, 2019

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**ACTION REQUESTED**

Adopt Ordinance No. 2019-8129, following its 2<sup>nd</sup> Reading, to amend Section 34-373 and 34-392 of the Jacksonville Beach Land Development Code related to parking area and walkway setbacks respectively for certain residential properties.

**BACKGROUND**

Staff is proposing amendments to the Land Development Code (LDC) parking design standards, and supplemental standards that address the setback for driveways and walkways on certain residential properties. Section 34-373(d) currently requires that all parking areas be located at least five (5) feet from any established right-of-way line or property line. This particular setback is difficult to meet without a variance for some two-family and townhouse residential projects due to the prevalence of nonconforming lots and narrow lot widths.

Staff is proposing that the five (5) foot parking area setback not be applicable to interior property lines between individual townhouse lots or two-family dwelling lots. The requested amendment also clarifies that there is no setback from the street right-of-way where a parking area or driveway connects to a street for vehicular access. The amendment further clarifies that curbing and wheel stops for off-street parking, as well as striping and landscaping standards, are not required for single-family, two-family, or townhouses dwellings, as these standards are intended to be applicable to multiple-family residential and commercial parking and vehicular use areas.

Staff is also proposing an amendment to Section 34-392 to add that walkways or sidewalks may connect to primary and/or detached accessory structures, driveways, and public sidewalks and may be located in front, side, or rear yard



areas with a minimum two (2) feet setback from any exterior property line. This two (2) foot setback would not apply to interior lot lines between individual two-family dwelling lots and individual townhouse lots.

These amendments are proposed to rectify conflictive standards in the LDC relative to the development of two-family and townhouse projects that are ultimately sold as individual fee simple dwelling units. In both cases, were the developed units not to be sold individually (rental units or condominiums), there would be no interior property lines, thus there would be no required internal driveway setback requirements. This situation constitutes a bias towards a specific type of ownership of a dwelling unit. It is not the intent of the LDC to promote one type of dwelling ownership versus another. (In this instance, condominium/rental versus fee-simple ownership.)

The requested amendments are not in conflict with any other relevant standards in the LDC, and they in no way affect currently permitted residential densities in either the LDC or in the adopted 2030 Comprehensive Plan.

The Planning Commission met and conducted a public hearing on Monday, October 28, 2019 and voted to recommend approval of the Land Development Code text amendments by the City Council.

The City Council subsequently met on November 18, 2019 to consider the proposed amendments. Following an advertised Public Hearing on Ordinance No. 2019-8129, the City Council voted unanimously to approve the ordinance on its first reading.

#### **RECOMMENDATION**

Adopt Ordinance No. 2019-8129, to amend Section 34-373 and 34-392 of the Jacksonville Beach Land Development Code related to parking area and walkway setbacks respectively for certain residential properties.

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2019-8129**

**AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING VARIOUS SECTIONS OF THE LAND DEVELOPMENT CODE, AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE:**

**WHEREAS**, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and

**WHEREAS**, the City of Jacksonville Beach Land Development Code exists to establish comprehensive and consistent standards, regulations, and procedures for the review and approval of all proposed development of land in the City; and

**WHEREAS**, the City of Jacksonville Beach finds it necessary to periodically review and make amendments to the Land Development Code to make improvements; and

**WHEREAS**, the Jacksonville Beach Planning Commission, after notice and public hearing, has considered the ordinance and has presented its recommendation to approve to the City Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1.** That Article VIII. Site Development Standards, Division 1. Parking and Loading Standards Section 34-373. Design Standards, of the Land Development Code is hereby amended as follows<sup>1</sup>:

**Sec. 34-373. Design standards.**

(a) *Spaces.* The minimum dimensions of off-street parking and loading spaces shall be as follows:

(1) *Off-street parking:* Nine (9) feet by seventeen (17) feet.

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<sup>1</sup> (~~strikethrough~~ text indicates deletions, underline text indicates additions).

(2) *Parallel parking*: Nine and one-half (9 1/2) feet by twenty (20) feet.

(3) *Parking for the handicapped*: Twelve (12) feet by seventeen (17) feet, plus a five-foot wide clear area (the clear area may be combined with the clear area for an adjacent handicapped space).

(4) *Off-street loading*: Twelve (12) feet by forty (40) feet.

(b) *Parking aisles*. The minimum required dimensions of off-street parking aisles shall be based on the angle of the parking stalls to the aisle as follows:

Parking Angle (degrees)	Width of One-Way Aisle (feet)	Width of Two-Way Aisle (feet)
30	12	23
45	12	23
60	16	23
90	23	23

(c) *Turning and maneuvering space*. Off-street turning and maneuvering space shall be provided for each lot so that no vehicle shall be required to back onto a public street or alley, with the exception of one- and two-family structures, townhouses, or individual multiple-family structures containing up to four (4) units with attached garages or carports.

(d) *Parking area setbacks*. Off-street parking areas shall be located at least ten (10) feet from any corner and five (5) feet from any established right-of-way or property line unless otherwise stated in the LDC. However, no setbacks are required for driveways relative to interior property lines between townhouse lots or individual two-family dwelling lots, or between a driveway and its connection to a right-of-way for vehicular access. Below ground parking garages on oceanfront lots are exempt from setback requirements, provided that they shall be constructed no closer than three (3) feet from any property line, shall be completely roofed and covered, and such roof or cover shall not be elevated more than six (6) inches above the crown of the abutting street.

(e) *Curbs and wheel stops*. Curbing or wheel stops shall be provided within off-street parking and loading areas to prevent vehicles from encroaching upon public rights-of-way, landscape areas or adjacent property. Curbing or wheel stops shall be installed at least five (5) feet from any property line. The requirements provided herein are not applicable to driveways for single-family residences, two-family dwellings, and townhouses.

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<sup>1</sup> (~~strikethrough~~ text indicates deletions, underline text indicates additions).

- (f) *Construction standards.* Off-street parking and loading areas shall be paved, striped, and landscaped. All landscaping shall be in accordance with section 34-425. The requirements provided herein for striping and landscaping are not applicable to driveways for single-family residences, two-family dwellings, and townhouses.
- (g) *Lighting.* If off-street parking areas are lighted, lighting shall be designed and installed in a manner that will prevent harsh glare or excessive light from spilling onto adjacent property and streets.

**SECTION 2.** That Article VIII. Site Development Standards, Division 2. Supplemental Standards, Section 34-392. Accessory uses and structures, of the Land Development Code is hereby amended as follows<sup>2</sup>:

**Sec. 34-392. Accessory uses and structures.**

Accessory uses and structures are permitted in all zoning districts provided that such uses and structures are customarily incidental and clearly subordinate to a permitted use and, unless otherwise provided, are located on the same lot (or contiguous lot in the same ownership) as the permitted use. Where a building or portion thereof is attached to a building or structure containing such principal use, such building or portion thereof shall be considered as a part of a principal building and not an accessory building. Accessory uses shall not involve operations or structures not in keeping with the character of the zoning district where they are located and shall be subject to the following requirements.

- (a) **Setbacks.** Detached accessory structures shall observe the following setback requirements from adjacent property lines:
  - 1. Generally. Detached accessory structures excluding temporary structures may be located in a required rear yard but shall be no closer than five (5) feet from any interior lot line. Street side and front yard setbacks shall be maintained on corner lots for the full length and width of the lot. Air conditioning compressors or other equipment designed to serve the main structure may be located in any required side or rear yard, but shall not project more than three (3) feet into any required yard in a residential district. Walkways may connect to primary and/or detached accessory structures, driveways, and public sidewalks, and may be located in a required front, side, or rear yard area, but shall be setback a minimum of two (2) feet from any exterior property line, except for interior property lines between individual two-family dwelling lots and individual townhouse lots for which no setback is required.
  - 2. Oceanfront lots. A detached accessory building may be constructed in the required setback area of the front yard of any oceanfront lot provided that the following conditions are met:

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<sup>2</sup> (~~strikethrough~~ text indicates deletions, underline text indicates additions).

- a. The accessory building shall not extend beyond the width of the principal building.
- b. The accessory building shall not exceed fifteen (15) feet in height above grade.
- c. A landscape buffer strip with a minimum width of fifteen (15) feet from the front or rear property line shall be established and maintained, exclusive of required walks and driveways.

**SECTION 3.** That this ordinance shall take effect upon its adoption by the City Council.

**SECTION 4.** That if any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered into by the City or any of its officials and that are in conflict with this ordinance are repealed to the extent inconsistent herewith.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.**

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William C. Latham, Mayor

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Laurie Scott, City Clerk