



**CITY OF JACKSONVILLE BEACH**

**FLORIDA**

**NOTICE OF SPECIAL COUNCIL MEETING**

**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 **Special Meeting** of the City Council on **Monday, December 14, 2020, at 6:00 P.M. in the Council Chambers, 11 North Third Street, Jacksonville Beach, Florida.**

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

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

**CITY CLERK**

**CITY MANAGER**

**20-238** Approve/Disapprove the Collective Bargaining Agreement with the Fraternal Order of Police for a Two-Year Term Effective October 1, 2020

**RESOLUTIONS**

**ORDINANCES**

**20-239** ORDINANCE 2020-8159 (First Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE V, DIVISION 6, "POLICE OFFICERS'

RETIREMENT SYSTEM” TO CORRECT AN OMISSION IN SECTION 2-163.30(b), AND TO ADD A NEW SECTION 2-163.4(d), FOR PURCHASE OF CREDITED SERVICE FOR PRIOR MILITARY OR POLICE SERVICE; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, 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 a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting.*

*You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.*



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

|                          |   |
|--------------------------|---|
| CITY COUNCIL AGENDA ITEM |   |
| TO:                      | Michael J. Staffopoulos, City Manager                                 |
| FROM:                    | Karen Nelson, Deputy City Manager                                     |
| DATE:                    | December 10, 2020   |
| SUBJECT:                 | Collective Bargaining Agreement - Fraternal Order of Police           |
|                          | Ordinance No. 2020-8159 [First Reading] Police Officers' Pension Plan |

**BACKGROUND**

The City began negotiations with the Fraternal Order of Police (FOP) in August 2020 for the Collective Bargaining Agreement that expired September 30, 2020. The parties reached a tentative agreement on December 8, 2020, and on December 10, 2020, the Union held a vote among its members and ratified the contract. A copy of the Agreement with redlined changes is attached for Council review.

The following articles include revisions that have no financial impact to the City:

| ARTICLE |                            | SUMMARY  |
|---------|----------------------------|--|
| 9       | Grievance Procedure        | Provides additional time for all steps in the Grievance process  |
| 11      | Hours of Work and Overtime | Includes Workers' Comp related sick leave in the calculation of overtime   |
| 12      | Wages                      | Strikes language from a prior contract year that is no longer relevant   |
| 20      | Annual Leave               | Reduces wait time for use of accrued leave; provides procedures for forfeiture of unused leave   |
| 21      | Sick Leave                 | Provides clarifying language for existing practice   |
| 26      | Discipline and Discharge   | Adds clarifying language   |
| 30      | Entire Agreement           | 2 year agreement, 10.1.20 – 9.30.22  |
| E       | Drug Policy                | Adds clarifying language   |
| 29      | Pension                    | <ol style="list-style-type: none"> <li>Sections 29.1 – 29.11 include revisions to more closely align the summary in the Agreement with the language codified in the City's Pension Plan</li> <li>Section 29.12 is a new provision for officers to buy back prior police officer or military service; included in Ordinance 2020-8159</li> <li>Also included in Ordinance 2020-8159 is a revision to Section 2-163.30 to add an effective date that was inadvertently omitted from the last sentence</li> </ol> |

|               |                   |
|---------------|-------------------|
| AGENDA ITEMS: | 20-238 and 20-239 |
| MEETING DATE: | December 14, 2020 |



Revisions to the Agreement that will result in a financial impact are summarized in the table below.

| ARTICLE |                                      | SUMMARY  |
|---------|--------------------------------------|--|
| 22      | Holidays                             | 1. Add Christmas Eve and President’s Day (those holidays have been adopted by Ordinance)<br>2. Provides for compensatory time to be substituted for holiday pay  |
| C       | Pay Grade Schedule                   | 1. Year 1 is an increase of 2% over FY2020 to the pay plan + 2%-3% annual merit<br>2. Year 2 is an increase of 1% over FY2021 to the pay plan + 2%-3% annual merit   |
| D       | Position Classification and Pay Plan | 1. Provides incentive pay for Field Training Coordinator<br>2. Provides Special Assignment Pay for: <ul style="list-style-type: none"> <li>a. Evidence Technician</li> <li>b. Traffic Homicide Investigators</li> <li>c. Special Weapons and Tactics</li> <li>d. Hostage Negotiators</li> </ul> 3. Provides for Emergency Management Pay |

**FINANCIAL IMPACT**

The estimated incremental cost to the City over the two-year period is as follows:

|                                       | FY 2020            | FY 2021            | FY 2022            | 2 YEAR INCREASE  |
|---------------------------------------|--------------------|--------------------|--------------------|------------------|
| Annual Wage Increase Cost             |                    | \$181,510          | \$278,038          |                  |
| Annual Special Pay Cost               |                    | \$31,200           | \$31,200           |                  |
| Annual Holiday Cost (President’s Day) |                    | \$111,000          | \$117,000          |                  |
| <b>Total Increase in Annual Cost</b>  |                    | <b>\$323,710</b>   | <b>\$426,238</b>   | <b>\$749,948</b> |
| <b>Total Annual Payroll Costs</b>     | <b>\$6,685,316</b> | <b>\$7,009,026</b> | <b>\$7,435,264</b> |                  |

The attached Ordinance No. 2020-8159 will amend the City Code of Ordinances, Chapter 2, Article V, Division 6, Police Officers’ Retirement System to correct a single scrivener’s omission in Sec. 2-163.30 (b) and add a Sec. 2-163.4(d) to account for new provision 29.12 - *Purchase of Credited Service for Prior Military or Police Service*, in the Collective Bargaining Agreement.

**REQUESTED ACTIONS**

1. Approve/Disapprove the Collective Bargaining Agreement with the Fraternal Order of Police for a two-year term effective October 1, 2020; AND



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2. Approve/Disapprove Ordinance No. 2020-8159 on the first reading, amending the City Code of Ordinances, Chapter 2, Article V, Division 6, Police Officers' Retirement System, and schedule a second reading for December 28, 2020

#### ATTACHMENTS

1. Collective Bargaining Agreement with redlined proposed changes
2. Ordinance 2020-8159

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.  
AND  
CITY OF JACKSONVILLE BEACH



TENTATIVE AGREEMENT  
EFFECTIVE OCTOBER 1, 2020

| TA DATE | COJB | FOP |
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| 8.17.20 |      |     |

PREAMBLE

1. This Agreement is entered into between the City of Jacksonville Beach ("The City") and the Florida State Lodge Fraternal Order of Police, Inc. ("FOP" or "the Union"). The "Police Department" referenced in this Agreement is the Police Department of the City of Jacksonville Beach, Florida.
2. It is the intent and purpose of the City and the FOP to set forth herein their entire agreement concerning wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms of this Agreement.
3. This Agreement is intended 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, the FOP, 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 with dedication to its interests, to assure that the services of the City are provided without interruption and with the highest standards of proper public performance.
4. It is understood that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees of the Jacksonville Beach Police Department by insuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the City's legitimate activities and functions with promptness and dispatch, and will accept and execute promptly all instructions and orders given to them; and by defining the City's obligations to the FOP and members of the bargaining unit, and the FOP and members of the bargaining unit's obligations to the City, thus avoiding disputes; and to provide a procedure for the resolution of claims that this Agreement has been violated by either party, without any interruption of, or other interference with, the operation of the Police Department.
5. "Days" in this Agreement means calendar days.

| TA DATE | COJB | FOP |
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## ARTICLE 1 RECOGNITION

1.1 The City hereby recognizes the Florida State Lodge Fraternal Order of Police, Inc. 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 1043 of January 25, 1994.

INCLUDED: All Probationary and Full-Time Police Officers, Corporals, and Sergeants

EXCLUDED: Police Chief, Commanders, Detective Sergeants, Training Sergeant, Reserve Officers, Auxiliary Officers, and all other employees of the City.

1.2 It is further understood and agreed that the FOP shall designate, in writing, those individuals who may speak on its behalf in any matter between the FOP and the City; however, such matters shall include only those matters with which the FOP has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the FOP shall state the period of time for such designation. Furthermore, a written list of the officers and representatives of the FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished to the Chief of Police immediately upon their designation and the Chief of Police shall be notified, in writing, of any changes of said representatives within five (5) days of such change.

1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from discussing any concern, complaint or suggestion with his or her supervisor, Division Commander or Chief of Police.

| TA DATE | COJB | FOP |
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## ARTICLE 2 STRIKE PROHIBITION AND WORK REQUIREMENTS

2.1 The Union and bargaining members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or other withholding of services. Each employee who holds a position with the Union also occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition of Section 447.505, Fla. Stat., and the Constitution of the State of Florida, Article I, Section 6.

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, within twenty-four (24) hours of a request from the City, 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 the law prohibiting strikes or of this Article may be disciplined, at the discretion of the Chief of Police, 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, in fact, occurred.

2.4 In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The City and the Union agree that the basic intent of this Agreement is to provide conditions of employment suitable to maintain a competent and efficient work force.

| TA DATE | COJB | FOP |
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### ARTICLE 3 MANAGEMENT RIGHTS

3.1 The FOP recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the City's business by the FOP or any of its representatives.

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, and nothing shall be interpreted as interfering in any way with the City's right 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 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 establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;
- (h) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;
- (i) To require employees to work overtime;
- (j) To assign or reassign shifts, create, abolish or alter shifts, and rotate shifts;
- (k) To establish and modify standards of fitness of employees to perform work;
- (l) To establish, modify or abolish a procedure requiring employees to undergo physical fitness tests and/or physical abilities testing, including medical examinations and drug and alcohol screening. The City may, in its sole discretion,

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determine the extent of any physical examination or physical agilities test and the City will bear the cost of such examination or test;

- (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 of the police department;
- (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 institute, modify, or terminate any bonus, merit, reward, or work incentive plan, except as agreed upon in this Agreement;
- (p) 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;
- (q) 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;
- (r) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, service and operation;
- (s) To determine the qualifications for and select all employees of the City;
- (t) 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, satisfactory and professional manner.

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, either less or more than the normal duty period/schedule/cycle.

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 without notification of or consultation with the FOP or members of the bargaining unit.

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 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.

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3.8 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, except for work performed during emergencies shall be compensated as set forth in this Agreement.

3.9 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the City may be required to perform duties not within their specific job descriptions.

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

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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, sexual orientation, age, disability, Union membership or non-membership. The City and the FOP affirm their joint opposition to any discriminatory practices in connection with employment, Union membership or non-membership, promotion or training; and agree that the public interest requires the full utilization of the employees' skill and ability.

4.2 The FOP agrees to support the City's Equal Employment policy. The City will provide the Union with a copy of any Equal Employment policy and amendments adopted by the City.

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ARTICLE 5  
UNION BUSINESS AND REPRESENTATIVES

5.1 The City will consider, on an individual basis, any request from FOP representatives for time off to engage in FOP business or activities, with the understanding that the needs of the City come first. Time off granted for such purposes shall be without pay and the City's judgment as to its operating needs at any time shall prevail. 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 FOP, 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, and any such similar public installation. The FOP further agrees that there shall be no signing or organizational activity, collection of fees, dues or assessments, meetings or other FOP business activity on City time or on City property at any time.

5.3 A complete list of FOP Representatives shall be furnished to the City and any changes shall be reported in advance in writing to the City prior to the FOP Representatives conducting any FOP business.

5.4 All police department 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 Employees within the bargaining unit will not be required by the City to be subjected to solicitation for money or membership by any person who is not an employee of the City (including representatives of insurance companies or charity groups) while on duty, including during roll call. This prohibition shall not apply to non-City employees who merely explain new benefits, practices, or procedures applicable to bargaining unit employees, or to any other person who speaks to the employees for reasons other than solicitation.

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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 "A") that they authorize such deductions. No authorization shall be allowed for payment of initiation fees or assessment of fines. The Treasurer of the Union shall notify the City of any subsequent change in the amount of the Union dues to be deducted, and shall so certify. Any change 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. The FOP 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 seven dollars and eighty three cents (\$27.83) 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.

6.2 It is understood and agreed that the City shall assess a charge of twelve dollars and 18/100 (\$12.18) per month to the Union for services performed in withholding dues and remittance to the Union. The City will deduct thirty dollars (\$30.00) per employee that authorizes a deduction to cover state dues for labor council and legal defense once per month. The City will remit the amount collected directly to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida, 32301, monthly. The City shall remit once each month the remainder of the dues, less the amount paid directly to the Florida State Lodge Fraternal Order of Police, Inc., and minus the \$12.18 service charge, directly to the Treasurer of the Fraternal Order of Police Lodge 17 by the fifteenth (15th) day of the following month. The City will also provide to the Florida State Lodge Fraternal Order of Police, Inc. and to FOP Lodge 17 an itemized breakdown of the monies collected and paid, organized by employee, at least each 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 fifteen (15) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.

6.3 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the City.

6.4 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 relying upon any assignment and dues deduction authorization or other notice furnished by the Union or its members to the City.

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

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ARTICLE 7  
RULES AND REGULATIONS

7.1 All rules, regulations, general orders and standard operating procedures affecting the Jacksonville Beach Police Department 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. Authority to change, modify or delete such rules, regulations, policies or procedures, rests with the City.

7.2 All rules, regulations, general orders and standard operating procedures affecting the Jacksonville Beach Police Department and/or its employees issued after 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.

7.3 A copy of any new rules, regulations, general orders and standard operating procedures, or changes in existing rules, shall be made available to the FOP and made available to employees in the bargaining unit for their review/reference.

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## ARTICLE 8 PROBATIONARY EMPLOYEES

8.1 All employees shall be classified as probationary employees during the first twelve (12) months of continuous, uninterrupted employment. Shorter periods of employment shall not be cumulative. That is, an employee is considered to be a probationary employee until successful completion of twelve months of uninterrupted employment. If an employee is absent in excess of one hundred sixty (160) hours during the first twelve 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 for a period not to exceed an additional six (6) months at the discretion of the Chief of Police.

8.2 Any employee classified as a probationary employee may be disciplined or discharged, with or without cause, and without recourse to the grievance procedure. 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.

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

8.4 Provisions in this Agreement, or in any personnel rules or policies, 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.

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## ARTICLE 9 GRIEVANCE PROCEDURE

9.1 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 or group of employees 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.

9.2 All grievances must be handled exclusively as set forth in this procedure. Both the City and the FOP agree that no matter which may be the subject of a grievance under this Agreement, as defined above, may be addressed, challenged or presented to the Jacksonville Beach Civil Service Board.

9.3 Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisor (~~S~~Sergeant or ~~lieutenant~~Commander) or the Chief of Police. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussions with his or her supervisor, ~~S~~Sergeant, ~~lieutenant~~Commander or the Chief of Police, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

9.4 If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the FOP of any meeting called for the resolution of such grievance.

9.5 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 that 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.

9.6 If the City fails to answer any grievance in the time provided, the grievance may be advanced to the next step by the FOP or the grievant.

9.7 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 "B"), and must contain the following information:

- (a) Aggrieved employee's name and signature.
- (b) Aggrieved employee's classification.

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- (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.
- (g) Article and section of the Agreement alleged to have been violated.
- (h) Desired remedy to resolve grievance.

9.8 Preparation of any grievance, and attendance at any meeting, hearing or arbitration shall be without pay to the grievant and any Union representative attending.

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

Step 1. The grievant shall present, in writing, his/her grievance to the shift commander within ~~seven (7)~~ten (10) calendar days of 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 shift commander or his designee shall investigate and give a written response to the employee within ten (10) calendar days after the shift commander or his designee receives the grievance.

Step 2. If the employee is not satisfied with the answer received in Step 1, and chooses to proceed further, he/she must, within ~~seven (7)~~fourteen (14) calendar days after receipt of the shift commander's response, deliver to the Chief of Police, or in the Chief's absence, the Chief's authorized representative, a written statement that the employee intends to appeal the grievance to Step 2 of the grievance procedure. The Chief or his designee may schedule a meeting with the grievant. The Chief or his designee shall notify the grievant in writing of his decision no later than twenty-one (21) calendar days after the Chief or his designee receives the appeal.

Step 3. If the employee is not satisfied with the answer received in Step 2, and chooses to proceed further, he/she must, within ~~seven (7)~~fourteen (14) calendar days after receipt of the response from the Chief of Police, deliver to the City Manager, or in the City Manager's absence, the City Manager's authorized representative, a written statement that the employee intends to appeal the grievance to Step 3 of the grievance procedure. The City Manager or his designee shall investigate the grievance and may conduct such hearing as he deems necessary. The City Manager or his designee shall notify the grievant in writing of his decision no later than ~~forty five (45)~~thirty (30) calendar days after the City Manager or his designee receives the appeal.

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Step 4. 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 City Manager, or in the City Manager's absence, the City Manager's authorized representative, no later than ~~seven (7)~~ fourteen (14) calendar days after the date of the response from the City Manager in Step 3 of the Grievance Procedure.

9.10 Whenever the Union or grievant requests arbitration in accordance with the provisions of this Article, the parties shall attempt to choose an arbitrator. If, after ten (10) calendar days after receipt of the request for arbitration, the parties are unsuccessful in selecting a local arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. 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.

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

- (a) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement;
- (b) The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
- (c) The arbitrator shall have no power or authority to establish wage scales rates for new jobs, or, except if he is specifically empowered, to change any wage;
- (d) In the case of a grievance arising from a discipline, the arbitrator shall not have the authority to alter or amend the discipline, but may only determine whether the employee engaged in the misconduct alleged;
- (e) The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined under Article IX, Section 9.1;
- (f) 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;
- (g) The arbitrator shall promptly hear the matter and shall issue the decision within thirty (30) days from the close of the arbitration.

9.12 The decision of the arbitrator shall be final and binding on the City, the FOP, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction or violates the Florida Arbitration Code.

9.13 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 its own representatives and the costs for its own witnesses.

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

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9.15 The FOP, through its designated representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other claimed violation of contract rights which accrue solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 2 within the time limits of Step 1.

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

9.17 Discipline of 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.

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ARTICLE 10  
OUTSIDE EMPLOYMENT

10.1 Any employee wishing to work another job must submit a written request for approval to the Chief of Police.

10.2 The Chief of Police shall have unilateral discretion to approve or disapprove any request by an employee to work another job outside the Police Department.

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ARTICLE 11  
HOURS OF WORK AND OVERTIME

11.1 Nothing in this article shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

11.2 The work cycle shall be a twenty-eight (28) day work period pursuant to the Fair Labor Standards Act 7 (k) exemption. It is understood, however, that the Jacksonville Beach Police Department is a twenty four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to change shifts, or to increase, decrease, initiate, restrict and cancel a shift to suit the needs and requirements of the department.

11.3 The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of bargaining unit employees shall be established by the Police Chief subject to approval by the City Manager.

11.4 Overtime. Any hours worked over eighty (80) in a fourteen (14) day cycle shall be paid at time and one half. Absences from work without pay and sick leave shall not count as hours worked for the purposes of computing overtime, except that time missed due to an injury in the line of duty, or an illness that is compensable under Workers' Compensation, shall be counted as time worked in calculating overtime pay. Compensatory time may be given in lieu of overtime pay. Compensatory time shall be earned at the same rate it would have been paid as overtime. Whether to give compensatory time in lieu of overtime pay, when the officer requests compensatory time, shall be at the discretion of the City. The maximum accrual of compensatory time is one hundred (100) hours.

11.5 Recall/Court Time. When an employee is recalled from off duty to assume a shift or cover an emergency, he/she will be paid for actual hours worked. If the time worked results in the employee working in excess of eighty (80) hours during a fourteen (14) day cycle, the employee shall be paid overtime pay in accordance with Section 11.4 of this Article. In any event, any employee who is recalled from off duty to assume a shift or cover an emergency shall be paid no less than the equivalent of payment for three (3) hours at straight time pay for each recall.

11.6 On-Call. When an employee is assigned on-call duty, the employee must be available and fit to return for duty promptly. An employee assigned to on-call duty will receive one hour of pay for every twenty-four (24) hours of on-call duty. In the event an employee assigned to on-call duty fails to respond to a call to work or reports unfit to work, he/she will forfeit the on-call pay and will be subject to disciplinary measures up to and including discharge.

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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 "C".

12.2 Administration of the pay plan shall be in accordance with Appendix "D".

~~12.3 Effective October 1, 2017, each bargaining unit employee will receive the greater of (a) 2% above his or her base wage rate in effect immediately preceding the effective date of this Agreement, placed in the closest step within his or her pay grade, or (b) the wage rate of the step which correlates with the employee's years of service with the City.~~

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ARTICLE 13  
EDUCATION INCENTIVE

13.1 Employees in the bargaining unit shall be entitled to receive incentive pay for receiving advanced degrees from an accredited college or university. To qualify for the incentive pay, the advanced degree must be in criminal justice or a related field. The Chief of Police shall have sole discretion to determine whether a degree is in a "related field" under this Article. Employees shall obtain approval and direction as to whether a degree would be in a "related field" under this Article prior to beginning work on a degree.

13.2 Employees in the bargaining unit are entitled to education incentive pay under the following conditions:

- (a) Each employee in the bargaining unit who has successfully completed his/her programs of study required to qualify for and possess an Associate of Arts or Associate of Science degree in criminal justice or a related field, and who has actually received such degree, shall receive One Hundred Dollars (\$100.00) per month incentive pay. To qualify for this incentive pay, the employee must have an overall "C" average/2.0 grade point average, or better.
- (b) Each employee in the bargaining unit who has successfully completed his/her programs of study required to qualify for and possess a Bachelor of Arts or a Bachelor of Science degree in criminal justice or a related field, and who has actually received such degree, shall receive One Hundred-Fifty Dollars (\$150.00) per month incentive pay. To qualify for this incentive pay, the employee must have successfully completed at least eighteen (18) credit hours of criminal justice courses and have a "C" average/2.0 grade point average, or better, in his/her overall courses and in all criminal justice courses taken.
- (c) Each employee in the bargaining unit who has successfully completed his/her programs of study required to qualify for and possess a Master of Arts or Master of Science degree in criminal justice or a related field, and who has actually received such degree, shall receive Two Hundred Dollars (\$200.00) per month incentive pay.
- (d) Employees entitled to education incentive pay shall receive the pay provided for in paragraph (a) or (b) or (c) above. They shall not receive, at the same time, incentive pay provided for in more than one of the above paragraphs and in no case may any employee receive more than Two Hundred Dollars (\$200.00) per month education incentive pay.

13.3 The City agrees to provide tuition reimbursement to bargaining unit employees in accordance with the City's Policies to the extent such tuition reimbursement is provided to other City employees, and the bargaining unit employees agree to abide by all terms and conditions of the City's Policies on tuition reimbursement. Failure of any employee to abide by the City's Policies on tuition reimbursement will disqualify that employee from receipt of tuition

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reimbursement under the City's Policies. The City will pay the same amount for tuition reimbursement as it does for other City employees. If, during the term of this Agreement, the City improves, reduces, or otherwise alters the tuition reimbursement program offered other City employees, it will likewise improve, reduce, or otherwise alter the tuition reimbursement for employees covered by this Agreement.

13.4 All college credits or semester hours toward any college degree recognized for the Education Incentive Plan must be from accredited colleges or universities by the Southern Association of Secondary Schools and Colleges or equivalent.

13.5 Those employees in the bargaining unit with college degrees, who are receiving incentive pay for such degrees, on the date of ratification of this Agreement will be entitled to continue receiving the payment then being received for such degree, notwithstanding the above. To qualify for any additional pay for an advanced degree, however, those employees must satisfy the requirements of this Article.

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ARTICLE 14  
INJURY IN THE LINE OF DUTY

14.1 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 Employer, shall receive all benefits required by the Workers Compensation Laws of the State of Florida. Any employee so injured must report the accident to his/her supervisor before the end of the shift during which the accident occurred, or not later than twelve (12) hours thereafter, to the duty supervisor.

14.2 Employees who are absent on account of injury for which Workers Compensation is authorized, shall be allowed to take On-the-Job-Injury ("OJI") Leave in addition to Workers Compensation; except however, in no case shall the total amount paid for both Workers Compensation and OJI Leave exceed the amount of wages to which the employee would ordinarily have been entitled had he/she not been injured. The amount of OJI Leave pay, when combined with the Workers Compensation pay after all deductions have been taken, shall equate to the employee's normal net pay. Any amount paid to the employee by the City for OJI Leave which is subsequently paid through Workers Compensation and results in payment exceeding the employee's normal salary as outlined above, shall be reimbursed by the employee to the City.

14.3 All On-the-Job Injury Leave is subject to City Manager approval. Failure to report an accident within the time limits specified in Section 14.1 above shall disqualify an individual from receiving "On-the-Job Injury Leave."

14.4 On-the-Job Injury Leave shall not be charged against accrued sick or vacation leave.

14.5 Employees receiving On-the-Job-Injury Leave shall not work at any secondary jobs or at any outside employment. Failure to observe this rule shall result in forfeiture of any On-the-Job-Injury Leave pay and will subject the employee to disciplinary measures up to and including discharge.

14.6 Any employee receiving On-the-Job-Injury Leave pay shall be subject to examination by a medical doctor as determined by the City.

14.7 On-the-Job-Injury leave may be granted for a period of twelve (12) weeks. Extensions of this leave may be granted by the City Manager not to exceed an additional fourteen (14) weeks. The City Manager may, at his discretion, extend the leave period beyond twenty-six (26) total weeks. The decision whether to extend a leave beyond a total of twenty-six (26) weeks shall not be subject to the grievance procedure.

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**ARTICLE 15  
BEREAVEMENT LEAVE**

15.1 Full-time, regular employees within the bargaining unit may be granted up to three (3) days off (per incident) with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Any time off is subject to approval by the Police Chief.

15.2 Employees' immediate family is defined as the employee's spouse and either the employee's or employee's spouse's father, mother, son, daughter, brother, sister, grandparents, and grandchildren.

15.3 Should an employee require additional time other than provided in Section 15.1 above, the Police Chief may grant additional time from the employee's vacation, sick or compensatory time balance, whichever is appropriate.

15.4 Employees will be required to furnish such information as may be necessary for the proper administration of this article.

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## ARTICLE 16 RESIGNATION

16.1 Any employee may resign from a position. Resignations shall be submitted to the Police Chief in writing at least fourteen (14) calendar days prior to the effective date of the resignation. The Chief of Police, at his sole discretion, may waive the fourteen (14)-day Notice requirement and any decision by the Chief whether to waive the fourteen (14)-day Notice requirement shall not be subject to the grievance procedure. The resignation letter shall include the effective date of the resignation and may include the reason for the resignation.

16.2 An employee, who in good standing, resigns from employment with the City after giving proper notice, as outlined in Section 16.1 above, shall be compensated for all his/her accrued compensatory time, annual leave or any other monies due him/her not to exceed any caps.

16.3 Failure to report for duty for three (3) consecutive days without valid justification shall be considered an automatic resignation.

16.4 Failure to properly notify the Police Chief of a resignation shall result in the loss of accrued leave benefits and any re-employment rights.

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ARTICLE 17  
INSURANCE BENEFITS

17.1 The City agrees to continue to provide employees with the basic Medical, Dental and Life Insurance (excluding Supplemental Accident) group programs offered other City employees.

17.2 The City agrees to pay the same amount of premium for the same insurance coverage on bargaining unit members as it does for other City employees.

17.3 Dependent coverage for medical and dental insurance will be available on payroll deduction at the employees' expense.

17.4 If, during the term of this Agreement, the City agrees to improve the medical, dental and/or life insurance for any other City employees it will likewise improve the insurance for employees covered by this agreement.

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**ARTICLE 18  
WELLNESS AND FITNESS**

18.1 The City and the Union recognize the importance of maintaining employees' good health. Employees in good physical condition can perform better, will have less absences from work and will be less prone to injury. In adopting this philosophy, the Union agrees to support the City in developing a wellness and fitness program for bargaining unit employees.

18.2 The City and the Union recognize that the use of tobacco products by employees is not consistent with maintaining the employee's health and fitness. Therefore, all employees in the bargaining unit hired after June 1, 2007, are prohibited from using any tobacco products, including, but not limited to, cigarettes, cigars, and smokeless tobacco, on duty. Any employee in the bargaining unit hired after the effective date of this Agreement who uses any tobacco product, on duty, shall be subject to disciplinary action up to, and including, termination, and the decision of the Chief of Police concerning any discipline for use of tobacco products pursuant to this Article shall be final and binding.

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ARTICLE 19  
DRUG POLICY

19.1 The City of Jacksonville Beach and the FOP 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 our 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) and Executive Order 12584 (Drug free Workplace Act).

19.2 The FOP agrees to support the policy attached as Appendix E and abide by all its provisions.

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ARTICLE 20  
ANNUAL LEAVE

20.1 Full-time regular employees in the bargaining unit will be eligible for annual leave subsequent to ~~six~~three (3) months of continuous satisfactory service with the City. Annual leave shall accrue according to the following schedule:

| Years of Service | Accrual   |
|------------------|-----------|
| 0-4 years        | 96 hours  |
| 5-6 years        | 104 hours |
| 7-9 years        | 120 hours |
| 10 years         | 128 hours |
| 11 years         | 136 hours |
| 12 years         | 144 hours |
| 13 years         | 152 hours |
| 14-19 years      | 160 hours |
| 20+ years        | 168 hours |

Employees who submitted applications for employment before November 4, 1992, and were hired into a bargaining unit position before May 4, 1993, shall accrue leave according to the following schedule:

|             |           |
|-------------|-----------|
| 0-6 years   | 120 hours |
| 7-14 years  | 150 hours |
| 15-19 years | 180 hours |
| 20+ years   | 210 hours |

20.2 Annual leave may be used as earned after ~~six (6)~~three (3) months satisfactory service. Thereafter, annual leave will be accrued on a bi-weekly basis. Annual leave may not be taken until earned. Credits may be expended in hourly increments.

20.3 Full-time regular employees in the bargaining unit who have completed six (6) months of continuous satisfactory service with the City shall be eligible to receive one (1) day of annual personal leave. Said leave must be taken before the end of the calendar year in which it is earned.

20.4 In considering requests for annual leave, all written requests for leave received between January 1 through and including January 15 for a leave commencing after January 15 of any year shall be given priority based on the seniority of the officer making the request. All written requests for leave received prior to January 15 for a leave commencing January 1 through January 15, and all written requests for leave received after January 15, shall be given priority for consideration based upon the date that the written request for leave is received by the officer's immediate supervisor or his/her designee. In any event, the City may grant or refuse any leave request based upon the needs of the Police Department.

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20.5 Employees who elect to accumulate leave may accumulate a maximum of two (2) years' annual leave. ~~Employees shall forfeit all leave accumulated over the two (2)-year maximum.~~ Each year, any leave balances in excess of the maximum allowable on June 30 will be forfeited on the first payroll in July, unless a carryover is authorized in advance.

20.6 Should an employee become ill during a period of approved annual leave, accrued sick leave may be taken upon a physician's certification.

20.7 Annual leave will not be charged when an observed holiday falls within the period of authorized absence.

20.8 Any employees leaving the police service in good standing after giving proper notice of termination of employment (fourteen (14) calendar days) shall be compensated for annual leave accrued, but not taken, to the date of separation at their current rate of pay, not to exceed two years accumulation of leave. Any employee who fails to give proper notice may be required to forfeit the accrued leave.

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## ARTICLE 21 SICK LEAVE

21.1 Full-time regular employees in the bargaining unit will be eligible to accrue sick leave after 30 days continuous service with the City.

21.2 Sick leave shall accrue at the rate of three and sixty nine hundredths (3.69) hours per pay period with no limitation on the maximum accumulation.

21.3 Sick leave may be granted only for absence from duty because of the following:

- (a) personal illness or injury;
- (b) professional treatment by a doctor or dentist to prevent illness or treat an illness or injury;
- (c) legal quarantine; and
- (d) serious illness or injury of a member of the employee's immediate family which requires the personal care and attention of the employee (maximum usage per year fifty-six (56) hours except for leave that qualifies under the Family and Medical Leave Act).

21.4 Sick leave may be charged in increments of not less than one hour for the first hour of an absence, and in one-half (½) hour increments for the remainder of the absence.

21.5 Sick leave will not be charged when an observed holiday falls within the period of authorized absence.

21.6 Unused sick leave shall be forfeited upon termination from the City for any reason other than retirement under the City's pension plan or the death of the employee. Payment for unused sick leave up to a maximum of seven hundred twenty (720) hours at the current rate of pay will be made to any employee retiring in good standing under the City's pension plan, and to the beneficiary upon the death of an employee.

Any vested employee who resigns in good standing and elects to receive deferred vested benefits in accordance with the provisions set forth in the City of Jacksonville Beach Police Officers' Retirement System shall be considered a retiring employee for purposes of this section. Such employees shall receive payment for unused sick leave upon separation from service.

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

- ~~— (a) — Are retiring in "good standing"~~
- ~~— (b) — Possess twenty (20) years of continuous service with the City; and~~
- ~~— (c) — Possess a sick leave balance of seven hundred twenty (720) hours.~~

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~~Employees meeting the above criteria, as well as the beneficiary of a deceased employee, shall be eligible to receive payment for twenty five percent (25%) of any hours accrued over seven hundred twenty (720) to a maximum of two thousand eight hundred eighty (2880).~~

An additional payment of sick leave shall be paid to employees retiring in good standing with twenty (20) or more years of service, and to the beneficiary upon the death of an employee, for twenty-five percent (25%) of hours accrued over seven hundred twenty (720), with a maximum of 2,880 hours eligible for payment. Maximum total hours paid are determined as follows:

| Unused Accrued Sick Leave          | Employees Retiring With Years of Service Equal to: |            | Beneficiary |
|------------------------------------|--|------------|-------------|
|                                    | Less than 20                                       | 20 or More |             |
| Maximum Hours Eligible for Payment | 720  | 2,880      | 2,880       |
| Hours Paid at 100%                 | 720  | 720        | 720         |
| Maximum Excess Hours Eligible      | 0  | 2,160      | 2,160       |
| Maximum Excess Hours Paid at 25%   | 0  | 540        | 540         |
| Maximum Total Hours Paid           | 720  | 1,260      | 1,260       |

21.7 An employee claiming sick leave shall be required to sign and file an appropriate form certifying as to the illness. A doctor's certificate may be required for any absence and is required for any absence in excess of two (2) shifts.

21.8 Sick leave is a privilege extended to employees to ensure they do not lose income when incapacitated from performing their duties. Abuse of this privilege shall be cause for discharge from the City.

21.9 Employees not using any sick leave for one full calendar year shall have the option of converting sixteen (16) hours sick leave to sixteen (16) additional hours' annual leave or cash. If an employee uses ten (10) or fewer hours, he/she shall have the option of converting eight (8) hours sick leave to eight (8) additional hours' annual leave or cash.

21.10 Sick Leave Donation for Catastrophic Illness.

The City recognizes that during times of serious illness, often times an employee's financial integrity is at risk. To enable employees to help their fellow workers suffering a catastrophic illness without a direct financial outlay, the City and the Union agree to offer a leave donation program. The program is outlined to allow full-time bargaining unit employees to donate leave from their sick account to other employees within the unit as outlined below:

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- (a) Any full-time bargaining unit employee who suffers a catastrophic illness and has exhausted all their accumulated leave (compensatory time, sick leave, personal leave, vacation, etc.) may be eligible to receive sick leave donations from other employees within the FOP bargaining unit.
- (b) Catastrophic illness is defined as a) a life threatening illness that requires hospitalization of a minimum of five days and recovery at home or in another facility (the hospitalization must not be due to elective surgery) or b) a disease or illness certified by a duly licensed physician practicing within the scope of the physician's license which disables the individual from performing all his/her job functions for an extended period of time (at least thirty (30) calendar days).
- (c) Employees may request this leave donation by submitting a leave request with appropriate medical certification to their supervisor two weeks in advance of when the leave donation is needed. Failure to provide notice two weeks in advance may result in denial of the leave donation, unless due to circumstances beyond the employee's control the appropriate notice could not be given. The Department Director may also initiate a request for sick leave donation.
- (d) Payment begins on the first day following a five (5) consecutive unpaid work day elimination period.
- (e) Employees who wish to donate sick leave to another employee's sick account for catastrophic illness (as defined above) may do so by completing a sick leave donation form and submitting it to the Police Department administrative offices. The maximum donation allowed per incident from any one employee is forty (40) hours. Employees making the donation must have a minimum eighty (80) hour balance in order to donate. Donations must be made in increments of not less than eight hours.
- (f) The maximum payable to any one employee for catastrophic illness from employee donations is two hundred forty (240) hours.
- (g) The City Manager or his/her designee shall have sole discretion in approving any leave donation request. No provision of this section is subject to the grievance procedure.

| TA DATE  | COJB | FOP |
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## ARTICLE 22 HOLIDAYS

22.1 The following days shall be observed as holidays for all employees within the bargaining unit.

|  |                            |
|--|----------------------------|
| The first day of January                 | New Year's Day             |
| The third Monday of January              | Martin Luther King Day     |
| <u>The third Monday of February</u>      | <u>President's Day</u>     |
| The last Monday of May                   | Memorial Day               |
| The fourth day of July                   | Independence Day           |
| The first Monday of September            | Labor Day                  |
| The eleventh Day of November             | Veteran's Day              |
| The fourth Thursday of November          | Thanksgiving               |
| The fourth Friday of November            | The day after Thanksgiving |
| <u>The twenty-fourth day of December</u> | <u>Christmas Eve</u>       |
| The twenty-fifth day of December         | Christmas Day              |

22.2 For bargaining unit employees working Monday through Friday, when a holiday falls on a Saturday, the Friday before shall be observed, or if Sunday, the following Monday. 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 all other bargaining unit employees, the holiday shall be observed on the date it occurs.

22.3 An employee who fails to report for work without justifiable reason on a scheduled work day before or after a holiday shall not receive any holiday pay and will be subject to discipline up to and including discharge.

22.4 Whenever an observed holiday occurs on an employee's scheduled day off and the employee works no hours during the holiday, the City may elect to ~~schedule the employee to take a day off on another date with pay~~ provide compensatory time at the straight time rate or compensate him/her for the holiday at the straight time rate.

22.5 Whenever an observed holiday occurs on an employee's scheduled day off and the employee works any time during the holiday, in addition to the ~~day-off comp time~~ or holiday pay provided for in Section 22.4, the employee shall be paid time and one half for all hours worked on the holiday.

22.6 Whenever an observed holiday occurs on an employee's scheduled work day and the employee works his/her schedule on the holiday, the employee shall be paid at double time and one half for all hours worked on the holiday.

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ARTICLE 23  
LEGAL POLICY

23.1 It is understood and agreed that employees shall furnish notification, in writing, of their intent to file suit in any court of law, to the Jacksonville Beach Police Department, not less than five (5) days before the actual filing date, provided that said law suit affects or is connected in any manner with the City.

23.2 Any employee involved in an accident with any vehicle owned, leased or rented by the City and said accident is caused by equipment failure or vehicle defect shall not be held accountable by the City for the accident. Any alleged equipment failure or defect must be reported at the time of the accident and included in the vehicle defect section of the report. Neglect by the employee to fail to present the vehicle for proper maintenance will nullify all provisions of this section. This section shall not relieve any employee from the responsibility to operate their vehicle safely and in accordance with Florida state statutes concerning the operation of motor vehicles.

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ARTICLE 24  
PROMOTION

24.1 Promotions to Corporal or Sergeant in the bargaining unit will be governed by the Police Department General Orders.

24.2 When a promotional list for the rank of Corporal or Sergeant is active, a new test will not be administered until the active list expires or the list has fewer than three (3) active candidates.

| TA DATE | COJB | FOP |
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ARTICLE 25  
PERSONNEL REDUCTION

25.1 In the event of a personnel reduction in force by the City, temporary and probationary employees in the classification affected shall be laid off before non-probationary employees.

- 25.2 The City shall employ the following criteria to select employees who shall be laid off:
- (a) Department needs - the impact of the reduction in force upon the delivery of services to the public;
  - (b) Seniority - continuous length of service with the Police Department;
  - (c) Performance and Productivity - including but not limited to performance evaluations, attendance, disciplinary actions, and safety records; and
  - (d) Special Skills, Knowledge, and Abilities - the special qualities of an individual which affect the delivery of services to the public.

All of these factors shall be given equal consideration in the decision.

25.3 RECALL. Any employee who has been laid off within the past one (1) year will be given an opportunity to be recalled and returned to work before the City hires any other person for the position previously held by the employee. The employee will be notified of such recall rights by sending a letter (return receipt requested) to the employee's last known address. The employee shall have seven (7) calendar days from receipt of such written notice to notify the City, in writing, that the employee wishes to return to the former position. If the City does not receive such written notification within seven (7) calendar days after receipt of the notice of recall, or upon notification by the Post Office of the inability to deliver the notice, all recall rights will be forfeited by the employee. Any employee on layoff who wishes to continue to be considered for recall must notify the City, in writing, of any change of address. Any employee who accepts an offer to be recalled must be available to report to work within fourteen (14) calendar days from the date of acceptance of the recall. Employees will be recalled in the reverse order that they were laid off. For employees laid off on the same day, the employee with the most seniority will be recalled first.

25.4 Any employee recalled from a layoff shall, in the opinion of the Chief of Police, be mentally and physically fit to perform work duties at the time of recall. The employee must also meet all applicable standards of the Florida Criminal Justice Standards and Training Commission.

25.5 If the City determines that a reduction in force is necessary, the City may, at its discretion, demote one or more sergeants to corporals and the same number of corporals to police officer positions. If the City, at its discretion, elects to vacate the corporal positions as a means to reduce any economic hardship, it may do so by demoting the corporals to police officers. If the position of corporals has been vacated and there is still a need to reduce the work force, the City may demote one or more sergeants to police officer positions (following the criteria established in Section 25.2 of this Article). In making the decision which sergeant(s) and/or corporal(s) will be demoted, the criteria established in Section 25.2 of this Article will be followed.

| TA DATE | COJB | FOP |
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ARTICLE 26  
DISCIPLINE AND DISCHARGE

26.1 Officers are subject to discipline, up to and including discharge, for just cause. ~~a~~Any violation of a Police Department General Order, a Personnel Policy of the City, or any law ~~or any violation of any personnel rule of the City~~ may be subject to disciplinary action.

26.2 Discipline of officers may include oral reprimand, written reprimand, suspension, probation, demotion, voluntary forfeiture of vacation time, reassignment of duties, and discharge.

26.3 All discipline shall be determined by the Chief of Police in accordance with departmental guidelines, policies and procedures.

26.4 Upon appeal of any discipline, other than discharge or suspension in excess of five (5) days, which results in an arbitration, the Officer shall have the burden of proving, by clear and convincing evidence, that the Chief of Police committed an abuse of discretion in a decision, conclusion, or credibility resolution concerning the discipline. Upon appeal of any discharge or suspension in excess of five (5) days, which results in an arbitration, the City shall have the burden of proving, by a preponderance of the evidence that the Officer engaged in the conduct charged. The burden of proof is on the Union for interpretation of the Contract.

26.5 In determining the level of discipline, the Chief of Police will consider the severity of the offense, the number of offenses committed, the officer's performance record, prior discipline, prior commendations, and other mitigating or aggravating factors.

26.6 All officers shall have an opportunity to state their position concerning the alleged offense to the Chief of Police, or ~~his~~ designee, prior to imposition of any discipline which would result in loss of pay or discharge, except that an officer arrested for a felony may be immediately suspended without pay.

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ARTICLE 27  
SAVINGS CLAUSE

27.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

| TA DATE | COJB | FOP |
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## ARTICLE 28 BULLETIN BOARDS

28.1 The FOP shall be provided partial use of a bulletin board located in the squad room or any other such area agreed to by both parties. The FOP will be provided a minimum space of 4' X 32" for the bulletin board. The FOP may if it so desires, provide a bulletin board, of the same size as directed above, for its own exclusive use in keeping with the decor of the above locations and with the approval of the Chief of Police or his designee.

28.2 The FOP agrees that it shall use the space on the bulletin board provided for in section 28.1 above only for the following purposes:

- (a) Notices of FOP meetings and elections
- (b) FOP election results
- (c) Matters dealing with contract/collective bargaining
- (d) Recreational and social affairs of the FOP
- (e) Notices of public bodies

28.3 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Jacksonville Beach, its independent agencies, or its employees as determined by the Chief of Police or his/her designee. Any violation of this Article as determined by the Chief of Police or his/her designee, will result in the immediate suspension of this Article and the immediate removal of all Bulletin Board privileges.

28.4 Any decision concerning whether any material, notices, or announcements may be posted, and any decision concerning whether there has been a violation of this Article, may not be subject to Arbitration and, with respect to any grievance filed concerning this Article, the decision of the Chief of Police shall be the final step in the Grievance Procedure.

| TA DATE | COJB | FOP |
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## 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 Police Officers' Retirement Plan (the "Plan"), codified in Chapter 2, Article V, Division 6, Jacksonville Beach Code of Ordinances as of the effective date of this agreement, except as provided in section 29.12 below.

Provisions of the prior collective bargaining agreement that have been included in the Plan are summarized as follows in 29.2 through 29.10 below. In the event of any inconsistency between the provisions of 29.2 through 29.10 below and the Plan, the Plan will control.

29.2 The benefit ~~formulamultiplier~~ shall be 3.0% of final average compensation multiplied by credited service for all years of credited service earned on and after June 23, 2014, subject to the maximum benefit provided in section 29.3 below. ~~Members~~ Employees who were employed prior to June 23, 2014 on the effective date shall retain their accrued benefits based on credited service earned prior to ~~the effective~~that date.

29.3 The maximum benefit shall be 90% of final average compensation or \$90,000 annually, whichever is less; provided any employee who accrued a benefit percentage in excess of 90% or an annual benefit of more than \$90,000 ~~on the effective date~~prior to June 23, 2014 shall retain that accrued benefit, but shall not accrue any additional benefit percentage after the effective date.

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 is 52 with 25 years of credited service, age 55 with 10 years of credited service, or 30 years of credited service regardless of age, whichever is earlier~~st~~. ~~Employees with 10 or more years of credited service on the effective date shall retain the current normal retirement date of age 52 with 25 years of credited service, age 55 with 5 years of credited service, or 30 years of credited service regardless of age.~~

29.5 The early retirement benefit was eliminated on ~~the effective date~~June 23, 2014; provided, employees who attained age 50 with 10 or more years of credited service or 20 years of credited service regardless of age ~~on the effective~~prior to that date shall retain the ~~current~~ early retirement benefit.

29.6 A vested member is defined as a member who has ten (10) or more years of credited service; or had at least five (5) years of credited service on June 23, 2014. Deferred vested benefits shall be calculated and payable in accordance with the provisions for normal retirement in effect on the date of the termination of service.

~~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~~

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~~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 10 years of credited service, age 52 with 25 years of credited service, or age 65 with 5 years of credited service, whichever is earliest.~~

~~29.7—The above changes shall not apply to any employee who reached age 52 with 25 years of credited service, age 55 with 5 years of credited service, or 30 years of credited service regardless of age on the effective date.~~

~~29.78 Compensation for pension purposes includes base pay, longevity pay, incentive pay, and overtime pay in an amount not to exceed three hundred (300) hours per calendar year. ~~on and after the effective date shall be base pay plus longevity pay, incentive pay, and overtime pay in an amount not to exceed three hundred (300) hours per calendar year. Compensation shall exclude o~~vertime pay in excess of 300 hours per calendar year, leave payouts and all other compensation are excluded from compensation for pension purposes. ~~Payments for overtime in excess of 300 hours per calendar year accrued as of the effective date and attributable to service earned prior to the effective date, shall be included in compensation for pension purposes even if payment is not made until on or after the effective date.~~~~

~~29.98 The DROP was closed to new members on the effective date, and 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 reach continue employment beyond the normal retirement date ~~on or after the effective date may~~are eligible to elect the back-DROP An employee who elects the back-DROP will receive a monthly pension determined as of the member's back-DROP date, plus a lump sum payment equal to the pension benefits the employee would have received had he/she retired on the back-DROP date, with interest at the annual rate of three (3) percent. The monthly benefit will be actuarially adjusted to reflect the lump sum payment.~~

~~29.409~~ The employee contribution shall be 7.95% of compensation.

~~29.4410~~ All annual premium tax revenues received pursuant to Chapter 185, Florida Statutes, will be used to offset the City's pension contributions.

~~29.12—All accumulated excess premium tax revenues as of October 1, 2016 will be used to offset the City's pension contributions.~~

~~29.4311~~ In accordance with section 185.35(6), Florida Statutes, a defined contribution plan component ("share plan") will be established for police officers as part of the defined benefit pension plan, to be funded exclusively with Chapter 185 premium tax revenues. However, the City and Union have mutually agreed that no Chapter 185 premium tax revenues will be allocated to the share plan at this time. The share plan shall not be activated until Chapter 185 premium

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tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Chapter 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

29.12 Purchase of Credited Service for Prior Military or Police Service

The Plan shall be amended effective October 1, 2020 to allow police officers to purchase a combined total of up to 3 years of credited service under the Plan for prior service as a police officer or prior active duty service in the U.S. Armed Forces, as provided herein. Credited service may be purchased only for service as a police officer for another employer or active duty service in the U.S. Armed Forces, and shall not include any other type of service. Such purchase of credited service shall be allowed only if the police officer is not entitled to receive a benefit for the prior service from any other retirement plan. Credited Service purchased pursuant to this section may be used for purposes of benefit calculations and eligibility, but not for meeting the vesting requirements of the Plan. For the purpose of determining eligibility to purchase credited service for prior service as a police officer, service as a Florida police officer as defined in section 185.02(16), F.S. shall be allowed, as well as service for federal, other state, or county agencies as long as such service is recognized as service of a law enforcement officer by the Criminal Justice Standards and Training Commission within the Florida Department of Law Enforcement as provided in chapter 943, Fla. Stat., or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer. An eligible police officer who desires to purchase credited service under the Plan for prior service as a police officer or prior active duty service in the U.S. Armed Forces must pay the full actuarial cost for such service, and must file an application with the board within six months following date of hire or the effective date of the ordinance containing this provision, whichever is later. The board may establish a time payment program of up to five years for payment of the full cost of the credited service purchase, with interest at the rate of three percent per annum. If a police officer terminates employment before full payment is made, or otherwise fails to pay the full cost of the credited service by the end of the five year time payment period, all payments and interest shall be refunded and the member shall receive no credited service for the prior service.

| TA DATE | COJB | FOP |
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ARTICLE 30  
ENTIRE AGREEMENT

30.1 This Agreement shall be effective on October 1, ~~2017-2020~~ and shall remain in force and effect until September 30, ~~2020~~2022.

30.2 This Agreement is complete in writing. It may be amended only by an instrument in writing, signed by the City and the FOP. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of

\_\_\_\_\_, ~~2017~~2020.

FOR THE CITY

FOR THE FOP

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Steven Amos

\_\_\_\_\_  
Michael J. Staffopoulos, City Manager

\_\_\_\_\_  
William K. Brown

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

\_\_\_\_\_  
David D. Cohill

| TA DATE | COJB | FOP |
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APPENDIX A  
JACKSONVILLE BEACH POLICE DEPARTMENT  
DUES DEDUCTION AUTHORIZATION

SOCIAL SECURITY NO. \_\_\_\_\_

I hereby authorize you to deduct \$ \_\_\_\_\_ per pay period from my salary from the City of Jacksonville Beach until further notice by me, and pay same to Fraternal Order of Police, Florida State Lodge.

Date \_\_\_\_\_, 20 \_\_\_\_

Signature of Employee \_\_\_\_\_

Name in Full (Print or Type) \_\_\_\_\_

Residence Address \_\_\_\_\_

Street

City

EFFECTIVE DATE \_\_\_\_\_

| TA DATE | COJB | FOP |
|---------|------|-----|
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APPENDIX B  
JACKSONVILLE BEACH POLICE DEPARTMENT  
GRIEVANCE FORM

Employee Name (Print): \_\_\_\_\_

Date of Filing Grievance: \_\_\_\_\_

Employee Classification: \_\_\_\_\_

Article and Section of Agreement Violated: \_\_\_\_\_

Date and Time of Action or Conduct Giving Rise to Grievance: \_\_\_\_\_

Where did Action or Conduct Giving Rise to Grievance Occur? \_\_\_\_\_

Describe, in detail, Incident, Action or Conduct which Gave Rise to the Grievance, Including Identification of Every Person Involved: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy or Relief Desired: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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| TA DATE | COJB | FOP |
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APPENDIX B  
GRIEVANCE RESOLUTION AND APPEAL FORM

|               |  |                         |  |
|---------------|--|-------------------------|--|
| <b>Step 1</b> | <b>To be Completed by City</b>   | <b>Grievance Number</b> |  |
|               | Grievant Name _____  | Date of Receipt _____   |  |
|               | Received by _____  |                         |  |
|               | Response Denied _____ Granted _____ Other _____                                  |                         |  |
|               | Comments _____   |                         |  |
|               | Date Response Delivered to Grievant _____<br>City Representative Signature _____ |                         |  |
|               | <b>To be Completed by Employee</b>   |                         |  |
|               | I wish to Appeal this Grievance to Step 2  |                         |  |
|               | Employee Signature _____   | Date _____              |  |
| <b>Step 2</b> | <b>To be Completed by City</b>   |                         |  |
|               | Date Appeal Received _____   |                         |  |
|               | Received by _____  |                         |  |
|               | Response Denied _____ Granted _____ Other _____                                  |                         |  |
|               | Comments _____   |                         |  |
|               | Date Response Delivered to Grievant _____<br>City Representative Signature _____ |                         |  |
|               | <b>To be Completed by Employee</b>   |                         |  |
|               | I wish to Appeal this Grievance to Step 3  |                         |  |
|               | Employee Signature _____   | Date _____              |  |
| <b>Step 3</b> | <b>To be Completed by City</b>   |                         |  |
|               | Date Appeal Received _____   |                         |  |
|               | Received by _____  |                         |  |
|               | Response Denied _____ Granted _____ Other _____                                  |                         |  |
|               | Comments _____   |                         |  |
|               | Date Response Delivered to Grievant _____<br>City Representative Signature _____ |                         |  |
|               | <b>To be Completed by Employee</b>   |                         |  |
|               | I wish to Appeal this Grievance to Step 4  |                         |  |
|               | Employee Signature _____   | Date _____              |  |
| <b>Step 4</b> | <b>To be Completed by City</b>   |                         |  |
|               | Date Request for Arbitration Received _____<br>Received by _____                 |                         |  |

|         |      |     |
|---------|------|-----|
| TA DATE | COJB | FOP |
| 12.7.20 |      |     |

APPENDIX C  
PAY GRADE SCHEDULE

October 1, 2020 - September 30, 2021

| <b>Officer - 180</b> |                  |                 |                    |                 |
|----------------------|------------------|-----------------|--------------------|-----------------|
| <i>Step</i>          | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                      | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                    | \$21.32          | \$44,345.60     |                    |                 |
| 2                    | \$21.85          | \$45,448.00     | \$22.06            | \$45,884.80     |
| 3                    | \$22.50          | \$46,800.00     | \$22.73            | \$47,278.40     |
| 4                    | \$23.17          | \$48,193.60     | \$23.40            | \$48,672.00     |
| 5                    | \$23.87          | \$49,649.60     | \$24.10            | \$50,128.00     |
| 6                    | \$24.59          | \$51,147.20     | \$24.83            | \$51,646.40     |
| 7                    | \$25.33          | \$52,686.40     | \$25.57            | \$53,185.60     |
| 8                    | \$27.48          | \$57,158.40     | \$27.74            | \$57,699.20     |
| 9                    | \$28.22          | \$58,697.60     | \$28.50            | \$59,280.00     |
| 10                   | \$28.98          | \$60,278.40     | \$29.26            | \$60,860.80     |
| 11                   | \$29.76          | \$61,900.80     | \$30.06            | \$62,524.80     |
| 12                   | \$30.57          | \$63,585.60     | \$30.87            | \$64,209.60     |
| 13                   | \$31.40          | \$65,312.00     | \$31.70            | \$65,936.00     |
| 14                   | \$32.24          | \$67,059.20     | \$32.56            | \$67,724.80     |
| 15                   | \$33.11          | \$68,868.80     | \$33.44            | \$69,555.20     |
| 16                   | \$34.01          | \$70,740.80     | \$34.33            | \$71,406.40     |

| <b>Corporal - 181</b> |                  |                 |                    |                 |
|-----------------------|------------------|-----------------|--------------------|-----------------|
| <i>Step</i>           | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                       | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                     | \$31.66          | \$65,852.80     |                    |                 |
| 2                     | \$32.29          | \$67,163.20     | \$32.62            | \$67,849.60     |
| 3                     | \$33.26          | \$69,180.80     | \$33.59            | \$69,867.20     |
| 4                     | \$34.26          | \$71,260.80     | \$34.60            | \$71,968.00     |
| 5                     | \$35.29          | \$73,403.20     | \$35.64            | \$74,131.20     |
| 6                     | \$36.35          | \$75,608.00     | \$36.71            | \$76,356.80     |
| 7                     | \$37.44          | \$77,875.20     | \$37.81            | \$78,644.80     |
| <b>Sergeant - 182</b> |                  |                 |                    |                 |
| <i>Step</i>           | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                       | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                     | \$34.95          | \$72,696.00     |                    |                 |
| 2                     | \$35.64          | \$74,131.20     | \$36.00            | \$74,880.00     |
| 3                     | \$36.71          | \$76,356.80     | \$37.07            | \$77,105.60     |
| 4                     | \$37.81          | \$78,644.80     | \$38.19            | \$79,435.20     |
| 5                     | \$38.94          | \$80,995.20     | \$39.33            | \$81,806.40     |
| 6                     | \$40.12          | \$83,449.60     | \$40.50            | \$84,240.00     |
| 7                     | \$41.32          | \$85,945.60     | \$41.73            | \$86,798.40     |

|         |      |     |
|---------|------|-----|
| TA DATE | COJB | FOP |
| 12.7.20 |      |     |

APPENDIX C  
PAY GRADE SCHEDULE

October 1, 2021 - September 30, 2022

| <b>Officer - 180</b> |                  |                 |                    |                 |
|----------------------|------------------|-----------------|--------------------|-----------------|
| <i>Step</i>          | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                      | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                    | \$21.53          | \$44,782.40     |                    |                 |
| 2                    | \$22.07          | \$45,905.60     | \$22.28            | \$46,342.40     |
| 3                    | \$22.73          | \$47,278.40     | \$22.96            | \$47,756.80     |
| 4                    | \$23.40          | \$48,672.00     | \$23.63            | \$49,150.40     |
| 5                    | \$24.11          | \$50,148.80     | \$24.34            | \$50,627.20     |
| 6                    | \$24.84          | \$51,667.20     | \$25.08            | \$52,166.40     |
| 7                    | \$25.58          | \$53,206.40     | \$25.83            | \$53,726.40     |
| 8                    | \$27.75          | \$57,720.00     | \$28.02            | \$58,281.60     |
| 9                    | \$28.50          | \$59,280.00     | \$28.79            | \$59,883.20     |
| 10                   | \$29.27          | \$60,881.60     | \$29.55            | \$61,464.00     |
| 11                   | \$30.06          | \$62,524.80     | \$30.36            | \$63,148.80     |
| 12                   | \$30.88          | \$64,230.40     | \$31.18            | \$64,854.40     |
| 13                   | \$31.71          | \$65,956.80     | \$32.02            | \$66,601.60     |
| 14                   | \$32.56          | \$67,724.80     | \$32.89            | \$68,411.20     |
| 15                   | \$33.44          | \$69,555.20     | \$33.77            | \$70,241.60     |
| 16                   | \$34.35          | \$71,448.00     | \$34.67            | \$72,113.60     |

| <b>Corporal - 181</b> |                  |                 |                    |                 |
|-----------------------|------------------|-----------------|--------------------|-----------------|
| <i>Step</i>           | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                       | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                     | \$31.98          | \$66,518.40     |                    |                 |
| 2                     | \$32.61          | \$67,828.80     | \$32.95            | \$68,536.00     |
| 3                     | \$33.59          | \$69,867.20     | \$33.93            | \$70,574.40     |
| 4                     | \$34.60          | \$71,968.00     | \$34.95            | \$72,696.00     |
| 5                     | \$35.64          | \$74,131.20     | \$36.00            | \$74,880.00     |
| 6                     | \$36.71          | \$76,356.80     | \$37.08            | \$77,126.40     |
| 7                     | \$37.81          | \$78,644.80     | \$38.19            | \$79,435.20     |
| <b>Sergeant - 182</b> |                  |                 |                    |                 |
| <i>Step</i>           | <i>Meets (a)</i> |                 | <i>Exceeds (b)</i> |                 |
|                       | <i>Hourly</i>    | <i>Annually</i> | <i>Hourly</i>      | <i>Annually</i> |
| 1                     | \$35.30          | \$73,424.00     |                    |                 |
| 2                     | \$36.00          | \$74,880.00     | \$36.36            | \$75,628.80     |
| 3                     | \$37.08          | \$77,126.40     | \$37.44            | \$77,875.20     |
| 4                     | \$38.19          | \$79,435.20     | \$38.57            | \$80,225.60     |
| 5                     | \$39.33          | \$81,806.40     | \$39.72            | \$82,617.60     |
| 6                     | \$40.52          | \$84,281.60     | \$40.91            | \$85,092.80     |
| 7                     | \$41.73          | \$86,798.40     | \$42.15            | \$87,672.00     |

| TA DATE | COJB | FOP |
|---------|------|-----|
| 12.7.20 |      |     |

## APPENDIX D 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 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.

### B. Progression through the Pay Plan.

- 1) The Pay Plan consists of a pay grade schedule with steps.
- 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 progression 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 on the anniversary date of his/her employment in the position, as warranted by performance.
- 3) The employee may advance through his/her assigned pay grade following an annual evaluation. Rules guiding the performance evaluation system determine whether there will be no increase or the increase will be one step. Within each step, employees will be placed in category a (meets) or category b (exceeds).<sup>1</sup> Recommendations for no increase or salary decrease must be justified.
- 4) Increases to category b within the applicable pay grade are reserved for employees deserving special recognition and must be approved by the City Manager.

### D. Promotional and Probationary Increases

- 1) Officers and Corporals promoted shall receive a minimum salary increase of 5% and will be placed in the closest step, within their pay grade. Upon successful completion of 6 months service in the new position, the employee will be eligible for a merit salary advancement of one step.

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<sup>1</sup> Under the evaluation system in effect as of ratification of this Agreement, "satisfactory" will result in being placed in the "meets" category; higher ratings will be categorized "exceeds." Lower categories do not warrant any step increase.

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- 2) All new employees shall, upon successful mid-probation evaluation, be eligible for a merit salary advancement of one step. Merit increases for employees upon successful mid-probation evaluation to category b may be justified for employees deserving special recognition and must be approved by the City Manager.

#### E. Special Assignment

- 1) Employees may receive incentive pay for special assignments which require them to assume additional responsibilities. Assignments of this sort should be closely monitored and selectively made. The Chief of Police shall have the sole discretion to approve or disapprove special assignments and any such decisions may not be the subject of a grievance pursuant to the grievance procedure contained in this Agreement.
  - 2) Field Training Officers (FTOs) shall be eligible to receive an additional 10% when assigned to train a probationary officer. FTOs will receive additional pay only during those hours they are actually performing the special assignment. Field Training Coordinators (FTCs) shall be eligible to receive an additional 5% for the period of time that they are supervising an FTO who is assigned to train a probationary officer.
  - 3) Personnel assigned to the following specialized units shall be eligible to receive incentive pay of forty dollars (\$40) per two-week pay period for the length of the assignment. For each specialized unit, there is a maximum number of personnel eligible to receive incentive pay at any time. The maximum incentive pay that an employee may receive is forty dollars (\$40) per pay period, even if he/she is assigned to multiple specialized units.
    - a) Evidence Technicians (8 maximum)
    - b) Traffic Homicide Investigators (5 maximum)
    - c) Special Weapons And Tactics Team (16 maximum)
    - d) Hostage Negotiators (6 maximum)
- ~~1) Police Officers may receive additional pay for special assignments which require them to assume some supervisory responsibilities on a temporary basis, such as Field Training Officer. Assignments of this sort should be closely monitored and selectively made.~~
- ~~2) Field Training Officers shall be eligible to receive an additional 10% when assigned to train a probationary officer. Officers will receive additional pay only during those hours they are actually performing the special assignment. Officers' eligibility for special assignment pay based upon the above criteria is subject to the discretion of the Police Chief. The Chief shall have the sole discretion to approve or disapprove special assignment pay.~~

#### F. Longevity Pay

In addition to the normal salary determined for an individual position, employees should be eligible for longevity pay under the following conditions: 1) Each employee shall receive Two Hundred Forty Dollars (\$240) per year for each five years of continuous service to the City; 2) Layoffs initiated by the City or approved leaves of absences shall not count toward the determination of continuous service but neither shall such constitute breaks in service; 3) Longevity pay shall be paid commencing with the anniversary of the

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employee's fifth, tenth, fifteenth, twentieth, twenty-fifth, etc. year of service. Employees hired after October 1, 2001 shall not be eligible to receive longevity pay.

#### G. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee may be eligible for a lump sum award, based upon the performance evaluation, once the individual has achieved progression through the assigned pay grade to the maximum step. The individual at the maximum step of the assigned pay grade will be evaluated in the same manner as other employees. The amount of EXCEL awards are 2 or 3%. EXCELS of 3% should be reserved for those individuals deserving special recognition. EXCEL awards will be provided in one lump sum in lieu of an increase to the employee's base pay.
- 2) EXCEL lump sums may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase, it is necessary to combine the merit increase with a lump sum EXCEL amount. For example, if an employee qualifies for a 3% increase, but is within 1% of the maximum rate for the pay grade, he or she will receive a 1% pay rate increase plus a 2% EXCEL award.

#### H. Emergency Management Pay

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 other emergency events, a period of Emergency Management Operations may be declared. Work performed during a period of Emergency Management Operations, as declared by the City Manager, shall be compensated as set forth below:

- 1) Employees who are activated for emergency management shall be compensated at the rate of time and one half for all hours worked during the declared period. If conditions, as determined by the Chief of Police, require that an employee must remain at a City facility during resting time, the employee will be compensated at straight time for all hours resting in a City facility, or other authorized facility.
- 2) The Chief of Police, with approval of the City Manager, may assign employees to outside agencies or organizations to assist in emergency management. If such assignment is within an area or jurisdiction covered under an existing Mutual Aid Agreement, employees will receive compensation according to the provisions in this Agreement. If the assignment requires the employee to travel outside of the Duval, Nassau and St. Johns County area, employees shall be compensated at the rate of time and one half for all hours worked during the assigned period, including travel to and from the assigned location. Such employees will also receive straight time for all hours resting at the assigned location and per diem for out-of-pocket expenses subject to all of the terms and conditions in the City's policies regarding per diem payments.
- 3) Hours paid at time and one half for Emergency Management shall not be counted as hours worked for the purpose of computing overtime. Emergency Management Pay shall be a

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cash payment included in the earliest possible pay period following an event. Employees may not elect to take compensatory time in lieu of cash for Emergency Management Pay.

**H.** Effective Date

The Position Classification and Pay Plan shall be effective on October 1, 2017 and shall remain in force and effect until September 30, 2020, at which time it will expire.

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## APPENDIX E 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.
- 3) "Reasonable suspicion" means a suspicion based upon specific objective facts and articulable circumstances that are able to be drawn from these facts in light of the observer's experience.
- 4) "Drug Abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- 5) "Drug Test" 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 performs services for compensation and is covered by the Worker's Compensation Act.
- 7) "Employee Assistance Program" means an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
- 8) "Medical Review Officer (MRO)". Refers to licensed physician responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has 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.

### 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 ~~§ss~~440.102 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

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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 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 may be directed to submit to urinalysis drug tests, ~~blood tests~~, and breath or saliva tests. A blood test may be required to be taken only when any other test is not obtainable or not adequate as determined by a medical professional. Any applicant who refuses to submit to the pre-employment drug tests or who tests positive for drugs or alcohol shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees who refuse to be tested, who test positive for drugs or alcohol or who upon confrontation admit inappropriate or illegal usage of 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. If an employee refuses to be tested, such refusal will be treated as a positive test. An employee injured on the job who refuses a drug or alcohol test or whose test is confirmed positive for illegal or unprescribed drugs or alcohol 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. 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 Human Resources Department or your supervisor.

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#### IV. RULES

##### A. Prohibition

- 1) Use or possession of any illegal drug on the job or on City premises, including vehicles, 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. Employees are required to notify their supervisor if they are taking any medication that may impair their normal faculties causing drowsiness, blurred vision, unsteadiness, etc., 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) "Job applicants" will be required to undergo testing as part of their employment physical before they can start work. Refusal to submit to a drug/alcohol test or a positive confirmed drug/alcohol test will exclude an individual from employment consideration or, if a conditional offer of hire has been made, the offer will be canceled.
- 2) Reasonable suspicion: This is based on a belief that an employee is using or has used drugs/alcohol in violation of the Employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug/alcohol testing can be ordered by a supervisor with the approval of a Division Commander. The basis for an immediate supervisor requesting a drug/alcohol test founded on reasonable suspicion should consider among such facts and inferences as:
  - (a) Observable behavior while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of drugs/alcohol; such as, causing or contributing to an accident or property damage while at work.
  - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - (c) A report of drug/alcohol use provided by a source which has been independently corroborated with observable behavior.
  - (d) Evidence that the employee has tampered with a drug/alcohol test during his/her employment with the Employer.

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- (e) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on the Employer's premises or while operating the Employer's vehicle, machinery, or equipment.
- 3) Following a serious accident or incident in which safety precautions were violated or careless acts were performed or where damages were in excess of \$2,500 or physical injury (any broken bones, concussion, laceration requiring stitches, etc.) was incurred by the employee or a member of the public.
- 4) Routine fitness for duty: The Employer will require a drug/alcohol test any time an employee is referred to a physician or psychologist for a fitness for duty examination.
- 5) Random Drug/Alcohol Testing: As part of the City's random drug/alcohol testing program each employee of the bargaining unit will be randomly assigned a number that will be the only source identifying the individual submitting a sample for drug/alcohol testing. Random tests will be conducted as determined by the City by lottery.
- 6) Follow up testing: Should an employee in the course of employment enter, or be required by the Employer to enter, into an employee assistance program for drug or alcohol related problems, the Employer may require the employee to submit to a drug/alcohol test as a follow up to the program for up to 2 years thereafter.
- 7) When an employee is found in possession of illegal drugs or alcohol or when illegal drugs or alcohol are found in an area controlled or used exclusively by the employee (s).
- 8) When an employee is transferred into and from a specialized unit where the employee will be involved with narcotic investigations and have access to illegal drugs.
- 9) After-care monitoring. Anytime within two years after an employee has tested positive for the presence of illegal drugs or alcohol or two years after completing initial rehabilitation, whichever is later is subject to follow-up testing.
- 10) As a result of prior disciplinary proceedings against the employee related to the use of drugs or alcohol, the Employer may require the employee to submit to a drug/alcohol test as a follow up to the disciplinary action for up to two (2) years thereafter.
- 11) 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.

### C. Tests

- 1) Whenever an employee or applicant is required to be tested he/she shall provide breath, saliva, urine or blood specimens as directed by the City contracted collection/testing facility or medical professional.
- 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 National Institute on Drug Abuse (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

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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), methamphetamines, barbituates (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), anabolic steroids, 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. When an employee tests positive on an initial test a confirming test will be included in the testing procedure.

- 4) Any employee or applicant scheduled for testing has the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.
- 5) The City shall pay for the costs of any tests it requires.
- 6) An applicant who refuses to submit to substance abuse testing will not be eligible for hire. Any employee who refuses to submit to substance abuse testing will be subject to discharge.
- 7) 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, applicants and 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 and Appeal

An employee or job applicant who receives a positive confirmed test may contest or explain the result to the MRO within five (5) working days after receiving written notification of the test result. If the employee's or job applicant's explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive rest result back to the City.

The City has five (5) working days from date of receipt of a positive result from the MRO to contact the employee or applicant to advise him/her of the final 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 claim for benefits with a Judge of Compensation Claims or, if no injury has occurred, with a court of competent jurisdiction. Any such challenge

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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, the applicant or 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 applicant or 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 applicants or 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:

Applicants- If applicants test positive they shall be considered ineligible for employment for a period of one year from the date of the test.

Employees-If an employee tests positive for being under the influence while on duty or upon confrontation admits illegal or inappropriate usage:

- I. 1st incident of positive results-Disciplinary action shall be issued which shall include at minimum a suspension from work without pay. 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 discharge. The decision to retain an employee shall be at the sole discretion of the City. Cost of rehabilitation shall be the employee's responsibility; however it shall be coordinated with any insurance or EAPs provided by the City.

- II. 2nd incident of positive results-the employee will be immediately discharged.

###### (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.

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An employee shall notify his/her supervisor or other appropriate management representative of any criminal drug statute conviction no later than five (5) days after such conviction.

2) Alcohol

(a) Under the influence of Alcohol

Positive Test Results:

Applicants-If applicants test positive they shall be considered ineligible for employment for a period of one year from the date of the test.

Employees-If an employee tests positive for being under the influence while on duty or admits inappropriate or illegal usage:

- I. 1st incident of positive results - the employee will receive a disciplinary suspension and be referred to the EAP and may be removed from his/her position/assignment.
- II. 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 and may be removed from his/her position/assignment. Failure to accept rehabilitation or to it shall be cause for immediate discharge.
- III. Any further incident -- the employee will be immediately discharged.
- IV. 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 termination of employment.

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APPENDIX F  
SICK LEAVE DONATION FORM

I \_\_\_\_\_ WISH TO DONATE  
(Donor's Name)  
\_\_\_\_\_ HOURS OF SICK LEAVE TO \_\_\_\_\_  
(Recipients Name)

I HAVE VERIFIED THAT AFTER MAKING THIS DONATION,  
I WILL HAVE AT LEAST 80 HOURS OF SICK LEAVE IN MY LEAVE ACCOUNT.

SIGNED:

\_\_\_\_\_

DATED:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_

DATED:

\_\_\_\_\_

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

**ORDINANCE NO. 2020-8159**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE V, DIVISION 6, “POLICE OFFICERS’ RETIREMENT SYSTEM” TO CORRECT AN OMISSION IN SECTION 2-163.30(b), AND TO ADD A NEW SECTION 2-163.4(d), FOR PURCHASE OF CREDITED SERVICE FOR PRIOR MILITARY OR POLICE SERVICE; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; and Chapters 166, and 185 Florida Statutes; and

**WHEREAS**, the City’s Code of Ordinances Chapter 2, Article V, Division 6 - Police Officers’ Retirement System contains Sec. 2-163.30. - *Reserve for pension payments*, which was adopted through Ordinance No. 2019-8127; and

**WHEREAS**, Ordinance No. 2019-8127, as adopted by City Council, contains a scrivener’s omission of the effective date of October 1, 2017 in the last sentence of Sec. 2-163.30 (b), which will be corrected through adoption of this Ordinance; and

**WHEREAS**, the new 2020 Collective Bargaining Agreement between the Florida State Lodge Fraternal Order of Police, Inc. (“FOP”) and the City, contains provision 29.12 - *Purchase of Credited Service for Prior Military or Police Service*, which needs to be accounted for and added in City’s Code of Ordinances Chapter 2, Article V, Division 6; this Ordinance will amend the Code with a new corresponding Sec. 2-163.4(d), accordingly; and

**WHEREAS**, the City Council has reviewed, approved and ratified the 2020 Collective Bargaining Agreement between the FOP and the City, and hereby adopts this Ordinance to make the necessary amendments to Chapter 2, Article V, Division 6 of the City Code of Ordinances.

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

**SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.** The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

**SECTION 2. SECTION 2-163.30 (b) OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS<sup>1</sup>:**

Sec. 2-163.30 (b). A majority of the City's Police Officers having approved the placement of the income from Chapter 185, Florida Statutes, premium tax into the Retirement System for payments received by the City from the State of Florida pursuant to Chapter 185, Florida Statutes, such income shall therefore be paid to the Retirement System and credited to the reserve for Pension payments. All moneys received pursuant to such chapters shall be used exclusively to finance the benefits of Members who are Police Officers as provided by such chapter. However, local law plans in effect on October 1, 1998, shall be required to comply with the minimum benefits of Chapter 185, Florida Statutes, only to the extent that additional premium tax revenues become available to incrementally fund the cost of such compliance. Notwithstanding the foregoing, effective June 23, 2014, the City and Fraternal Order of Police have agreed, and a majority of the City's Police Officers have approved the agreement, that all accumulated additional premium tax revenues as reflected in the October 1, 2012, actuarial valuation, shall be used to reduce the unfunded actuarial accrued liability of the Retirement System. Effective, October 1, 2017, the City and Fraternal Order of Police have agreed, and a majority of the City's Police Officers have approved the agreement, that all annual premium tax revenues received pursuant to Chapter 185, Florida Statutes, will be used to offset the City's pension contribution, and that all accumulated excess premium tax revenues as of October 1, 2016 will be used to offset the City's pension contribution.

**SECTION 3. THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SEC. 2-163.4 (d), WHICH SAID SECTION SHALL READ AS FOLLOWS:**

Sec. 2-163.4 (d) Purchase of Credited Service for Prior Military or Police Service

The Plan shall be amended effective October 1, 2020 to allow Police Officers to purchase a combined total of up to 3 years of credited service under the Plan for prior service as a Police Officer or prior active duty service in the U.S. Armed Forces, as provided herein. Credited service may be purchased only for service as a Police Officer for another employer or active duty service in the U.S. Armed Forces, and shall not include any other type of service. Such purchase of credited service shall be allowed only if the Police Officer is not entitled to receive a benefit for the prior service from any other retirement plan. Credited Service purchased pursuant to this section may be used for purposes of benefit calculations and eligibility, but not for meeting the vesting requirements of the Plan. For the purpose of determining eligibility to purchase credited service for prior service as a Police Officer, service as a Florida Police Officer as defined in §185.02(16), Fla. Stat. shall be allowed, as well as service for federal, other state, or county agencies as long as such service is recognized as service of a law enforcement officer by the Criminal Justice Standards and Training Commission within the Florida Department of Law Enforcement as provided in Chapter 943, Fla. Stat., or the Police Officer provides proof to the Board of Trustees that such service is equivalent to the service required to meet the definition of a Police Officer. An eligible Police Officer who desires to purchase credited service under the Plan for prior service as a Police Officer or prior active duty service in the U.S. Armed Forces must pay the full actuarial

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<sup>1</sup> Underlined text denotes additional text; there is no strikethrough text because no deletions are made.

cost for such service, and must file an application with the board within six months following date of hire or the effective date of the ordinance containing this provision, whichever is later. The board may establish a time payment program of up to five years for payment of the full cost of the credited service purchase, with interest at the rate of three percent per annum. If a Police Officer terminates employment before full payment is made, or otherwise fails to pay the full cost of the credited service by the end of the five year time payment period, all payments and interest shall be refunded and the member shall receive no credited service for the prior service.

**SECTION 4. CONFLICTING ORDINANCES AND ACTS.** All ordinances and resolutions 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.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 6. CODIFICATION.** The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

**AUTHENTICATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020.**

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Christine H. Hoffman, Mayor

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Laurie Scott, City Clerk