

ARTICLE 10: WAGES

10.1 Wage and Salary Rates

A. General Wage Increases Decreases:

~~1.75%~~ 3% effective as of October 1, 2008 after ratification.

B. Starting rates of the Pay Grades will increase decrease as follows:

~~1%~~ 3% effective October 1, 2008 after ratification.

C. Maximum rates of the Pay Grades will increase as follows:

~~3%~~ 0% effective October 1, 2008 after ratification.

10.2 Performance-Based Pay Increases:

~~A performance-based increase will be granted to eligible bargaining unit members as follows:~~

~~Effective October 1, 2008, a performance pool budget will be established equal to .25% of the base pay payroll for the bargaining unit.~~

For fiscal year 2009/2010 (or after ratification) no pay for performance increases are authorized and provisions in 10.2(A) shall not be applicable.

A. The performance pool will be distributed as follows:

- (1) Bargaining unit members who received ratings of "Exemplary Performance" (Level 4) and "Distinguished Performance" (Level 5) will participate in the pool."
- (2) Employees whose performance is rated as "Distinguished" will be paid 120% of the amount paid to employees whose performance is rated "Exemplary."
- (3) Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.

An employee who is unable to receive all or part of a performance-based pay increase in base pay because of the maximum of the pay range shall receive the amount in excess of the pay range maximum as a one-time payment. This provision is part of the **City's** performance management program and as such

10.10 Stand-by Pay

~~Effective with the first pay period following City Council approval of this Agreement,~~ When an off-duty employee is assigned by the division chief or higher level official to carry a pager or cell phone, and when the employee is required to respond if paged or telephoned, he/she shall be compensated for one half (1/2) hour at the employee's regular rate of pay for each day he/she is so assigned under the following conditions:

- A. The employee is the only professional (Bargaining Unit 120) employee in the work unit assigned to be answerable to a pager or cell phone, and;
- B. The employee does not report for duty as a result of responding to a phone call or page.

Only one off-duty employee in each work unit will be required to carry a pager or cell phone, and be required to respond if paged or telephoned.

When an employee does return to duty as a result of responding to the phone call or page, time worked upon such return will be covered by applicable provision(s) of Article 12.

ARTICLE 12: HOURS OF WORK

12.1 Work Schedules

Employees in this bargaining unit may work a variety of schedules to provide appropriate levels of customer service throughout the City. Work schedules typically consist of five (5) days and not more than twelve (12) hours per day. As an exception to this general rule, an employee may be scheduled to work six consecutive days, no more frequently than once in an eight-week period. An employee who is required to work six consecutive days more often than once in an eight-week period shall be paid at the overtime rate for the time worked in excess of the five consecutive days. Nothing in this provision shall preclude employees from voluntarily working a six-day schedule on a more frequent basis without premium pay.

~~This provision, including the calculation of the eight-week period, shall be effective as of the first pay period following City Council ratification of this agreement.~~

Establishment of work schedules does not preclude the **City** from scheduling or requiring overtime work.

12.2 Changes to Work Schedule

- A. Nothing in this Agreement limits the **City** from creating new work schedules or work weeks not described in this Section, provided the **CWA** is given the opportunity to bargain the impact of any such change. Except as provided by law, proposed changes with identified impact on wages, hours and terms and conditions of employment will not be implemented until negotiations have been completed in accordance with Chapter 447, Part II, Florida Statutes.
- B. Before implementing a new schedule, the **City** will meet with the **CWA** to discuss the method(s) by which employees shall be selected for the new schedule(s). If mutually agreed upon, such selection methods shall be reduced to writing. If the **City** is unable to obtain sufficient employees by the agreed upon method of selection, or if the parties are unable to agree upon the method of selection, the **City** shall select employees for the new schedule. In establishing such selection method, operational needs and qualifications for the work shall be primary considerations. When qualifications of two or more employees are identical, seniority shall be the tie breaker. For purposes of this provision, "seniority" shall be determined by date in classification; if two or more employees have the same date in classification, seniority shall be determined by adjusted employment date with the City of Jacksonville.

- (3) The City's overtime records shall be made available to CWA officials when requested to resolve questions ~~about~~ regarding distribution of overtime.

C. Payment for Overtime Worked

- (1) For employees that are non-exempt under the Fair Labor Standards Act, (FLSA), Except as otherwise specified, overtime will be paid at the rate of time and one-half (1-1/2) for all hours actually worked in excess of forty (40) hours per week for which overtime compensation has not been previously paid.
- (2) Employees that are exempt under the Fair Labor Standards Act (FLSA) will be compensated through straight comp time for all hours actually worked in excess of forty (40) hours in a week.
- (3) Time that is paid but not worked, such as holidays or leave time shall not be counted toward the weekly threshold of forty (40) hours. Only actual hours worked shall be used in calculating her forty (40) hour a week threshold for determining appropriate overtime payment.
- ~~(2)~~(4) An employee who is required to return to the work site for scheduled overtime will be guaranteed a minimum of two (2) hours pay at one-and-one-half (1-1/2) times the employee's regular rate of compensation.
- ~~(3)~~(5) An employee who is called back to work by his/her supervisor will be paid for a minimum of four (4) hours at one-and-one-half (1-1/2) times his/her regular rate of pay.
- ~~(4)~~(6) An employee who has worked sixteen (16) hours or more continuously, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be in accordance with the applicable overtime rate. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining

when overtime starts in any workday.

(5)(7) Compensatory Time

- (a) A non-exempt employee may elect to earn compensatory time at the rate of time-and-one half in lieu of cash payment with the approval of the department head. Requests for compensatory time shall be submitted on forms provided by the **City**.
- (b) Non-exempt eEmployees may accrue up to a maximum of one-hundred and twenty (120) hours of compensatory time. An employee who has accrued the maximum amount of compensatory time shall be compensated in cash for any subsequent overtime worked. This maximum may be waived by the Mayor for emergency situations.
- (c) The **City** may pay off any amount of accrued compensatory time for non-exempt employees, at any time, provided that any previously approved requests for compensatory time leave will continue to be honored.

(d) Compensatory Time – Exempt Employees

FLSA exempt employees may accrue up to a maximum of one-hundred and twenty (120) hours of compensatory time. Upon termination, any unused accrued compensatory time will be forfeited by the employee.

(6)(8) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

(7)(9) Nothing in this article shall require overtime pay for hours not actually worked.

ARTICLE 22: CAFETERIA AND RETIREMENT PLANS

The **CWA** recognizes that the **City** has developed a Section 125 I.R.C. Cafeteria plan in which employees have the option to participate.

The parties recognize that retirement benefits are a mandatory subject of collective bargaining. The **City** agrees to provide a retirement plan for employees.

In response to the City's need to establish a sustainable retirement benefits model for employees, the union recognizes that employees hired more than sixty (60) days after contract ratification will have the option to participate in the city's defined benefit plan as revised in 2009/2010 or the defined contribution plan as described by applicable ordinance. Employees hired prior to this date shall maintain the benefit levels established prior to the 2009/2010 revisions.