

AGREEMENT BETWEEN



AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

FLORIDA COUNCIL 79

LOCAL 429



October 1, 2019 – September 30, 2022

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PREAMBLE

This Agreement is entered into between JEA (the Employer), and AFSCME Florida Council 79, (the Union). The intent of the parties and purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Employer and the Union recognize the moral principles involved in the area of civil rights and affirm by this Agreement their commitment not to discriminate because of race, religion, color, age, sex, disability, or national origin.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 1: UNION RECOGNITION

- 1.1 A. Pursuant to and in accordance with all applicable provisions of Chapter 447, Part II, Florida Statutes, the Employer recognizes that the Union is the exclusive collective bargaining representative for those employees in the defined bargaining unit (PERC Certification Number 1190 as it may be amended from time to time) for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of the public employees within the unit. "Employee" shall be defined to include all classified employees who are employed by JEA, whose classifications appear in Appendix A of this Agreement.
- B. The term "employee" in 1.1 (a) shall also refer to those employees designated as temporary employees who hold the same classification and work the same hours under common supervision as the employees listed in Appendix A. The temporary, grant, or contract employees referred to in this section are subject to the same terms and conditions of employment set out in Appendix B of this Agreement. The term "temporary employee" as used in this section is not the same as the labor law term of art "temporary employee" which traditionally refers to employees who have no reasonable expectation of continued employment, usually receive no benefits other than hourly wage, and are traditionally excluded from bargaining units of regular employees.
- 1.2 It is further understood and agreed that the President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the Union in any matter between the Union and the Employer.
- 1.3 A. The Employer will notify the Union when a classification is created in which the Employer believes should not be included in the Bargaining Unit.
- B. When the Employer establishes a new classification that would be included within a bargaining unit, the Union will be given notice in writing within 30 days as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.

The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the Regional Director and President of the Union in Jacksonville, Florida. The Union shall submit intent to comment about the revisions within ten (10) calendar days of the date of the Employer's notice and may submit comments about the revision within thirty (30) calendar days of the date the Employer's notice.

1.4 Successorship

- A. This Collective Bargaining Agreement shall be binding upon the Employer, the Union, their successors and assigns and shall continue in full force and effect in the event of the recapitalization, sale, merger, acquisition or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Agreement, JEA shall require the transferee to assume and adopt the terms and conditions of this Agreement and continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

- B. The successor employer shall:
 - 1. Recognize the Union as the exclusive representative of such employees.
 - 2. Assume this agreement.

ARTICLE 2: UNION SECURITY

- 2.1 In accordance with Chapter 447.301 of the Florida Statutes, employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity; to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 A. A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:
1. When the Agreement has been ratified by all parties, the Agreement will be reproduced by JEA in a quantity sufficient for all bargaining unit members. The Union will reimburse the Employer for one-half (1/2) of the cost of reproduction. The Union shall be responsible for distributing the agreement to all members of the bargaining unit.
 2. The Employer agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available, for reference by bargaining unit employees.
 3. The Employer agrees to provide all persons hired into a job classification represented by the Union access to the current Agreement.
- B. The Employer will notify all persons hired into job classifications that are represented by the AFSCME bargaining unit that their job classification is within the bargaining unit and that their job is governed by a collective bargaining agreement between the Employer and the Union. The Employer will also give the employee the name, address, and phone number of the Union and notify the employee that he or she may call the Union for additional information.
- C. At the Union's request, the Employer will provide a list of employees hired into the bargaining unit.
- 2.3 A. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee. This provision will provide for at least twenty-six (26) deductions per year from those employees. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. A charge not to exceed the cost of six (6) cents per deduction per pay period will be assessed. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The Employer's remittance will be

deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, which the remittance is incorrect, with reason(s) stated therefore.

- B. Deductions for Union dues and/or uniform assessments shall continue until either: (1) the employee revokes his/her authorization for dues deduction by submitting a signed form to the Paymaster revoking such authorization, with a copy to the Union with advance notice as provided by law; (2) authorization for dues deduction on is revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion or demotion of the employee out of the bargaining unit. The Employer will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.
 - C. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for Federal Taxes, Social Security, Pensions, Credit Union, and Health and Life Insurance.
 - D. The Union will indemnify, defend, and hold the Employer harmless, against any claim made and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments deductions.
- 2.4 Upon request of the Union the Employer will, on a quarterly basis, provide the Union with a list of all employees in the bargaining unit. The list will include the name, home address, and employee number, and occupational code, date of birth, home telephone, and gross salary of each employee. The list will be provided at no cost to the Union.

ARTICLE 3: UNION RIGHTS

- 3.1 The Employer and the Union recognize that it is in the best interest of both parties, the employees, and the public for all dealings between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a bond of common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of government and the welfare of its employees. The Union recognizes that in consideration of the commitments undertaken by the Employer in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his/her duties. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees as defined in Article 1 of this Agreement. Each party shall bring to the attention of all employees in the unit, including new employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

ARTICLE 4: MANAGEMENT SECURITY

- 4.1 Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the Union and its officers, agents, and members agree that they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the term of this Agreement, for any reason.

Management shall have the right to discharge or otherwise discipline any or all employees who violate the provision of this paragraph. The only question that may be raised in any proceeding (grievance, judicial or other) contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of Employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.

- 4.2 A. The Union, its representatives, agents, members, and any persons acting on their behalf, agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:
1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
 2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in areas not specifically devoted to the performance of any employee's official duties.
- B. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.
- C. Notwithstanding further provisions of any collective bargaining agreement, a public employee who is found to have violated any provision of this article may be discharged or otherwise disciplined by the Employer.
- 4.3 The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's pay in return for a fair day's work and to provide conditions of employment suitable to maintaining a competent work force. The Employer and the Union agree that all provisions of this Agreement shall be applied equally to all employees covered by it.
- 4.4 It is understood that the Employer is required to comply with the Americans with Disabilities Act and nothing in this Agreement shall be construed to prevent the Employer from carrying out this obligation. Any claimed violation of this provision shall

not be subject to arbitration. If the parties cannot resolve the matter using the grievance procedure, the employee may refer the matter to the appropriate governmental agency.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

ARTICLE 6: LABOR/MANAGEMENT SPECIAL MEETINGS

- 6.1 The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Employer corrections of any inequities known to the Union. The Employer or the Union will respond to the other party concerning matter(s) discussed within thirty (30) calendar days of the meeting.

If a consultation meeting is held during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose.

- 6.2 The Union recognizes that it is JEA objective to provide services to its customers and stakeholders through the most efficient and cost-effective means possible. From time to time, this may require evaluations of alternative means of providing such services, including contracting with external providers.

JEA recognizes that the Union desires to make bargaining unit employees competitive with external providers of such services where possible. Accordingly, once a function has been identified as a candidate but prior to receipt of official proposals, JEA agrees to permit the Union an opportunity to present options for more efficient and/or cost-effective service provision by bargaining unit employees prior to reaching any final decision to contract with an external provider for services currently provided by bargaining unit employees.

This provision shall not apply to situations in which funding is discontinued by an external source such as the state or federal government.

No bargaining unit employee shall be transferred, reassigned, or demoted, have his/her work week reduced, or be laid off, as a result of the contracting out of any of its present work or services, except as provided for in the Civil Service and Personnel Rules and Regulations.

- 6.3 Should there be any proposed changes in the corporate structure that will have an impact upon the wages, hours, or terms and conditions of employment of the employees in the bargaining unit (as that term is understood in Florida public sector labor relations), the Employer will negotiate the impact of those proposed changes in accordance with Chapter 447, Part II, Florida Statutes.

6.4 Should there be a situation where a reduction in force occurs; the Employer shall provide the Union notification at least fifteen (15) working days (Monday through Friday) prior to the effective date of the reduction. The Employer shall provide job placement services to affected employees for a period of three (3) months.

ARTICLE 7: UNION ACTIVITY

7.1 Stewards and Representation:

- A. The employees covered by this Agreement will be represented by stewards. A steward assigned to more than one geographical location will be considered a roving steward to function properly under the stewardship procedure. A written list of stewards and alternates will be submitted to the Employer, together with the specific areas in which they will function. The alternate steward will only become active in the event of the physical absence of the regular steward and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of stewards.
- B. The Employer recognizes and shall work with the appropriate Union stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships
- C. Union stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- D. Union representatives and stewards are subject to the same rules of JEA as are all other JEA employees, except as specifically outlined in this Agreement.
- E. While on leave of absence, no employee shall function as a Union steward without mutual consent of the Union and the Employer.
- F. A written list of Union stewards and officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union stewards. No Union steward shall perform any Union work unless the Union has complied with this requirement.
- G. A Union steward shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within his/her jurisdiction. The steward must secure approval from his/her immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record his/her time before leaving the job and upon returning. When entering the area of a supervisor other than his/her own, the steward shall notify that supervisor of his/her presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the Union in writing. Stewards may receive and discuss grievances of employees on the

premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

- 7.2 When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, a union representative is not immediately available and less than 24 hours' notice of the meeting was given, the Employer shall postpone the meeting for a reasonable time (at least 24 hours) in order for the employee to obtain union representation.
- 7.3 Nothing in this Agreement shall prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel to the Employer, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 7.4 Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the Union or by virtue of that employee's holding office or not holding office in the Union. This provision shall be applied to all employees in this bargaining unit.
- 7.5 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.
- 7.6 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Employer. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.
- 7.7 The Local Union President or one alternate officially designated by the Local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring his/her presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a

time JEA wide, but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from his/her immediate supervisor prior to performing such duty. An aggrieved employee shall use his/her personal leave to attend any grievance or arbitration preparatory or post hearing meetings. Should the aggrieved employee or the Union call JEA employees as witnesses, those witnesses shall use their personal leave to attend preparatory or post grievance and arbitration hearing meetings. If no personal leave is available, leave without pay shall be authorized. Actual time spent in a grievance or arbitration hearing shall be without loss of pay during the employee's regularly scheduled hours.

- 7.8 Arrangements will be made for officers or an accredited representative of the Union to be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Employer is not normally open for visitation, then the Employer shall provide a responsible escort to that Union Officer or accredited representative; provided, this service must be arranged by the Union in advance of the visitation.
- 7.9 Two (2) members of the Union, elected to local Union positions or selected by the Union to do Union work, may upon written request of the Union, and when approved by the Employer, subject to applicable Civil Service and Personnel Rules and Regulations governing employees' rights and benefits, be granted a leave of absence without pay for a period of one (1) year, which may be extended during the term of this Agreement, and upon expiration of the leave, shall be re-employed without loss of status. It is understood that employees taking leave under these conditions will only be utilized for service within the JEA service area.
- 7.10 JEA will authorize up to six (6) employees to attend, without loss of pay, as union negotiation team members for collective bargaining sessions and JEA will authorize sixteen (16) hours of preparatory time for each of six (6) members of the AFSCME bargaining team to prepare for contract negotiations without loss of pay.
- 7.11 JEA will provide up to two (2) days, without loss of pay for AFSCME Local Union President and one alternate officially designated by the Local Union President to attend AFSCME conferences. In addition, up to six (6) stewards and the Local Union President shall be granted up to two (2) days during the life of the contract for AFSCME sponsored steward training.

ARTICLE 8: BULLETIN BOARDS

- 8.1 A. The Union shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the Employer. Bulletin boards will be located in employee break rooms or other non-public areas. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Employer.
- B. The Union shall also be provided the use of an electronic bulletin board accessible to all member of the bargaining unit through the JEA intranet site.

- 8.2 The Union agrees that it shall use its space on bulletin boards provided for in Section 8.1 above, for the following purposes:

Notices of Union Meetings
Union Elections
Reports of Union Committees
Rulings and Policies of the Union
Recreational and Social Affairs of the Union
Union Bulletins
Brief explanation of AFSCME with contact numbers

Any conforming notices posted shall only be removed by a representative of the Union or as provided in Article 8.3 and 8.4 of this Agreement.

- 8.3 Information for posting on the electronic bulletin board shall be submitted to Labor Relations
- 8.4 No material, notices, or announcements shall be posted by the Union which contains anything adversely reflecting upon JEA, its employees, or any certified labor organization among its employees. Any proven violation of this section by the Union shall entitle the Employer to cancel immediately the provisions of this section and remove that bulletin board or the partial use thereof.
- 8.5 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union, and Director of Employee Services, or designee. Such meeting or conference shall be held within one (1) working day after receipt of a written complaint by either the Employer or the Union that a violation exists.

ARTICLE 9: HOURS OF WORK AND OVERTIME PAYMENT

9.1 The purpose of this article is to define hours of work, but nothing in this Agreement shall be a guarantee or limitation on the number of hours to be worked per day, days per week, or for any other period of time, except as specifically provided herein.

9.2 This article shall define and describe the hours of work of bargaining unit employees.

A. The standard workweek for employees shall be from 0000 Monday through 2400 Sunday.

B. Shift Employees

A shift employee is defined as an employee whose normal schedule of work changes on a regular or rotating basis. (Staggered starting times, alone do not define shift employees.) The standard work week of those activities requiring a twenty-four (24) hour per day, seven (7) day per week operation shall be eight (8) hours or twelve (12) for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least 80 hour equivalent pay bi-weekly. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer may alter a shift for the purpose of staffing, if a shift is demonstrated by the Employer to be understaffed to the point that additional personnel are required to work the shift to avoid suspension of production.

C. Non-Shift Employees

1. The normal workweek for non-shift employees consists of forty (40) hours.

2. Eight Hour Work Schedule
The work week assignments for employees may be scheduled five (5) consecutive eight (8) hour days, Monday through Friday.

3. Ten Hour Work Schedule
The work week assignments for employees may be scheduled four (4) ten (10) hour days, Monday through Friday.

D. Odd Work Week Schedule

In those activities requiring work schedules other than the regular 8 hour work schedule [9.2 (c) 2], the ten-hour-day work schedule [9.2 (c) (3)], the eight (8) hour rotating-shift or the twelve-hour-rotating-shift schedule [9.2 (b)], the work schedule shall consist of forty (40)

hours or eighty (80) hour equivalent pay bi-weekly which may begin on any day of the week. No employee assigned to this odd work week shall be required to work any hours in excess of twelve (12) hours (in any twenty-four hour period as part of the regular schedule work day. The twenty-four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual schedule starting time.

E. General Provisions

1. Should JEA determine to set work schedule assignments other than as provided above, the Union shall be given the opportunity to bargain the impact of the changes. Except as provided by law, any proposed changes will not be implemented until negotiations have been completed in accordance with Chapter 447, Part II, and Florida Statutes.
2. JEA will give employees at least seven (7) days' notice before permanently changing an employee's regular work schedule. JEA will give at least forty-eight (48) hours' notice before temporarily changing an employee's regular work schedule; however, the employee may voluntarily waive the forty-eight hours' notice. For temporary schedule change, JEA will first seek volunteers to accept the schedule change. If more than the required number of qualified employees' volunteers, selection will be made by seniority. If less than the necessary number of qualified employees' volunteer, then additional selection shall be made from the least senior qualified employees. This notice shall not be required in case of an emergency. For the purpose of this agreement, the word Seniority will be defined as the Adjusted Service Date which is the date of hire plus any time connection minus leave without pay. When two or more persons have the same length of seniority, the senior employee shall be determined by HR.
3. Approved leave requests will be honored to the extent practicable when changing the work schedules of employees.
4. Schedules showing the employees' work days and hours will be posted on the appropriate bulletin boards no less than 10 days in advance, and will reflect at least a fourteen (14) day work schedule. JEA will make a good faith effort to post a 28 day schedule.
5. Upon prior written approval by the manager, employees of the same classification working regularly-scheduled hours may exchange hours of work within the work week with one another provided no overtime is caused JEA, and it does not adversely affect efficient operations.

9.3 Overtime Compensation

- A. Except as otherwise specified herein, overtime will be paid at the rate of time one-half (1-1/2) for all hours worked in excess of the employee's normal workday unless the employee has leave without pay during the work week, and for all hours worked in excess of forty (40) hours per work week for which overtime compensation has not been previously paid. Double time shall be paid as provided in 9.3(b) for continuous hours worked in excess of sixteen (16). All compensated time shall be included when calculating the forty (40) hour threshold. Compensation for overtime shall be in the form of cash. However, the employee may elect compensatory time with the approval of the department head. Requests for compensatory time in lieu of cash shall be submitted on forms provided by the Employer. Employees may accrue up to two hundred-forty (240) hours of compensatory time. When the maximum amount of compensatory time has been reached, compensation for additional overtime hours worked shall be in the form of cash. The Employer may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave time will continue to be honored.

- B. 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 regular workday, shall upon release be entitled to an eight (8) hour rest period, before he/she returns to work. If the rest period under the provisions of this section overlaps into the regular workday, the employee shall lose no time thereby. 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 ending when he/she is released for another eight (8) hour rest period. Paid rest time shall be considered as time worked for the purpose of determining overtime (one and one-half times the employee's regular rate of pay). Paid rest time shall not count towards determining eligibility for overtime double time pay.

- C. Any employee who has left his/her normal place of work for his/her residence and is called back for overtime shall be compensated for such overtime in accordance with this article, provided that he/she shall receive compensation for a minimum of four (4) hours at time and one-half (1-1/2) his/her regular rate. If an employee is called out or assigned to more than one job before the end of the basic four (4) hour work period, it will be covered by the original minimum payment of four (4) hours and no extra payment will be allowed. The minimum time provided herein does not apply if any early call-in period extends into the start of the employee's regular work day.

- D. In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:
 - 1. An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.
 - 2. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour at time and one-half (1-1/2) his/her regular rate.
- E. No employee may authorize overtime for himself/herself, but shall be entitled to receive overtime as appropriately authorized by his/her manager.

9.4 Premium payments shall not be duplicated for the same hours under any of the terms of this Agreement.

9.5 Management shall determine the necessity for overtime work, and employees are obliged to work overtime as assigned. It is the responsibility of the Employer to distribute the opportunity for overtime work equally among employees in the classifications normally performing the same types of work in each assigned shift, crew, or work area. It is understood that the sharing of overtime shall not delay nor increase the cost of operation. The Employer recognizes that it may be inconvenient for individuals to work overtime and it will give due consideration to each request for relief from overtime. Overtime records of the Employer shall be made available to Union officials when requested to resolve a question involving distribution of overtime. It is understood that nothing in this article shall require overtime payment for hours not actually worked.

9.6 System or Limited Emergencies

The intent of this language is to define the existence of an emergency, the determination of when employees become "Essential" and "Non-Essential", and the operational and pay guidelines for the JEA and AFSCME, Local 429

1. Definitions

- A. Emergency- An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.

- B. System Emergency – All or the vast majority of employee’s in the company are affected by the emergency.
- C. Limited Emergency – The emergency only affects a portion of the company – one or more departments, but not all.
- D. Non-Essential Employees: Employees who are not required to be at work and are either: 1) released from duty (no Blue Sky or Storm Assignment) during some portion of the period of a declared emergency, or 2) who are on duty but not designated as Essential Employees (they are performing Blue Sky Assignments).
- E. Essential Employees – Employees who are designated as Essential Employees and are performing emergency related duties (Storm Assignment) during a declared emergency.
- F. Storm Riders – employees whose management has specifically designated as Essential Employees and pursuant to that are required to work and /or remain at a JEA designated facility during an event giving rise to a declared emergency. A storm rider is a subset of an Essential Employee.
- G. Storm Assignment – Work assignments being performed by an employee during the period their management has specifically designated them as being Essential Employees and altered their normal work schedule for the purpose of restoration after an event giving rise to a declared emergency.
- H. Blue Sky Assignment – Assignments normally performed by an employee that are not being performed for the purpose of restoration efforts as the result of a declared emergency.

Note 1: An individual employee may be designated either Essential or Non-Essential at different times during the full duration of a declared emergency (System or Limited Emergency). Example: during a major storm event, many employees will likely be deemed Non-Essential initially; but once the storm passes and JEA mobilizes its restoration efforts, those same employees may be deemed Essential.

Note 2: The designation of Essential or Non-Essential may be applied by management to some or all of a bargaining unit, geographical area or department (System or Limited Emergency). In Limited Emergencies these provisions related to designation of Essential and Non-Essential shall apply to the areas covered by the Limited designation, but other areas will continue to operate under “Blue Sky” parameters. Example: A Limited Emergency declared at Northside Generating Station requiring some employees to be designated Non-Essential and placed on administrative leave does not mean that employees downtown are thereby designated Essential.

Note 3: For the period(s) during which Essential Employees are so designated, they shall be deemed to be on a unique, stand-alone schedule – one inherently unpredictable due to the unique nature of each declared emergency and the requirements to achieve restoration, and progress made toward it once underway.

Therefore, certain CBA provisions will not apply: rest period(s); schedule premium nights; schedule premium weekends; notice of shift change; vehicle assignment notice; standby pay; training / instructor supplement; daily and weekly overtime thresholds.

Holiday pay: If an Essential Employee is required to work on a day that would normally be recognized as a holiday under their normal schedule, in addition to the double-pay for time actually worked, they will receive the holiday pay (at regular rates) that they would normally have received if on Non-Essential status / normal work schedule.

Note 4: Transition back to Blue Sky duties. Upon being relieved of duty from Essential Employee status and having worked at least eight (8) consecutive hours, the employee will be entitled to a minimum eight (8) hour transition period before resuming Blue Sky duties. Should that transition period overlap what would have been their normal schedule, they will lose no (regular rate) pay thereby.

Note 5: Preparatory activities in anticipation of a declared emergency period (such as when a hurricane is approaching) or wind-down activities after a declared emergency period will be scheduled and compensated in accordance with the regular CBA provisions.

2. Declaration of System or Limited Emergency

The Managing Director of JEA, or designee, has the authority to declare either a system or limited emergency. In the event that the Managing Director or designee declares either type of an emergency, the provisions of this section take effect.

3. Non-Essential Employees

These employees are subject to the following:

- (1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.
- (2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.
- (3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take

authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

- (4) If a scheduled holiday falls within the time that Non-essential Employees are on administrative leave with pay due to a declared emergency, the employees will be paid for the holiday, but will not receive any additional holiday leave or pay for that day.
- (5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular "Blue Skies" job functions will remain in a non-essential status.

4. Essential Employees

These employees will be subject to the following:

- (1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.
- (2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.
- (3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments"
- (4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

5. Alteration of Annual, Vacation, or Personal Leave Schedules

JEA has the unilateral right to alter the Annual, Vacation, or Personal Leave schedule of any employee in declared emergencies. This right includes the right to require

employees who are on leave at the time of the declared emergency to return to work. In such cases, JEA will reimburse the employee for any non-refundable expenses incurred as a result of the cancellation or alteration of the employee's Annual, Vacation, or Personal Leave plans.

6. JEA Communications with Employees during the Emergency

Any employee who is released from work during a declared emergency is expected to resume his/her regular work schedule, or to assume their Storm Assignment if applicable, when directed to do so by JEA. In order to assist employees in determining when they are expected to return to work, JEA will take reasonable steps to keep employees advised about the status of JEA operations, including the dates and times that employees are expected to resume their regular work schedule. For example, JEA will release information to employees via the JEA voice mail or e-mail system, through use of employee pagers, through releases of information to news media, and any other appropriate means of communicating with employees. To the extent that an employee relies on information released via local news media to determine when he or she is expected to return to work, JEA employees are to follow instructions related to JEA, not those issued regarding City of Jacksonville employees.

ARTICLE 10: WAGES

10.1 A. The rates of pay for the classifications in the Unit are shown in Appendix A to this Agreement.

B. All active employees in the bargaining unit shall receive a general increase as follows:

1. Three and one-half percent (3.5%) to base payment effective October 1, 2019

2. Three and one-half percent (3.5%) to base t effective October 1, 2020.

3. Three and one half percent (3.5%) effective October 1, 2021

All active employees in the bargaining unit shall receive a one-time one and one-half percent (1.5%) lump sum ratification incentive payment contingent upon successful ratification by the bargaining unit no later than September 20, 2019.

If there is a Recapitalization Event, any remaining general increase shall be applied to each employee's rate of pay effective the Closing Date of the Recapitalization Event. For example, in the event a Recapitalization Event occurs and the Closing Date is July 2020, each employee shall receive an increase of an additional 7%.

In the event any other bargaining unit (e.g. LIUNA 630, JSA, IBEW 2358 or PEA) receives any greater general wage increase than JEA presented to AFSCME Local 429 (i.e. through contract negotiations, settlement, impasse proceedings, or litigation) then AFSCME shall be subject to a reopener.

C. Performance evaluations of employees in this bargaining unit shall be in writing and shall use a standardized format and procedure. An employee who believes that his/her evaluation has not been conducted in accordance with established procedure may appeal the alleged violation beginning at step 1 through step 2 of the Grievance Procedure set forth in this Agreement.

D. The parties shall meet at reasonable times to discuss the mechanics and details of moving the JEA's employee performance evaluation cycle from the employee's anniversary year to a time frame proximate to the end of JEA's fiscal year (September 30) with the goal of adopting a Memorandum of Understanding in time to effect this change by September 30, 2020. Nothing in this section shall

be construed, however, as a waiver of any party's right to negotiate the impact of JEA's changing the timing of annual employee performance evaluations.

- 10.2 When an employee is returned to his/her former class during the probationary period following a promotion (reverted), his/her pay shall be restored to the rate in effect prior to promotion, as though the promotion had not been granted. In such event, the employee shall be eligible for any increases the employee normally would have received had the employee not been promoted. When a reassignment is made, the base pay of the reassigned employee shall remain the same.
- 10.3 The following administrative procedures shall be adhered to by the Chief Human Resources Officer in the implementation of the pay plan for employees in the bargaining unit:
- A. An original appointment to any classified position shall be made at the starting rate of the range for the Pay Grade.
 - B. When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be advanced to the next step that provides an increase that is approximately 5% or to the minimum rate of the range whichever is greater. In no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion. Upon satisfactory completion of the probationary period following promotion, the base salary of the employee shall be advanced one step that is approximately 5% or to the maximum of the range, whichever is less.
 - C. When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee may be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 12-month period following the demotion, he/she will not receive a promotional increase or end of probation increase, unless his/her salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.
 - D. In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in a 5% reduction in salary, or to the maximum of the range, whichever results in the larger reduction. If the employee is promoted again within a 12-month period following the demotion, he/she will receive a promotional increase of 5% upon promotion, but will not receive an end of probation increase unless his/her

salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.

- E. When an employee is demoted for disciplinary reasons, the rate of pay in the lower range shall be no less than that which the employee received prior to promotion. The employee shall not be eligible for a step raise for one (1) year after the demotion.
- F. The language in Article 10.3 (c) and (d) shall apply when an employee is demoted within the line of promotion. The following language shall apply when an employee is demoted not in the line of promotion.

When any JEA employee is reclassified to a position in the AFSCME bargaining unit which is not within the line of promotion, the base pay of the reclassified employee shall be the entry level rate of pay for the new position.

- G. Classification other than Customer Advisor I and Customer Advisor II
 - 1. Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced one step or to the maximum of the range, whichever is less.
 - 2. After an employee receives his/her increase upon completion of the probationary period, he/she shall be granted step increases, except for unsatisfactory performance no sooner than twelve (12) months from his/her date of last increase, until he/she reaches the maximum rate of pay for his/her classification. For the purpose of this Agreement, the date of the last increase shall be the most recent date upon which any of the following action occurred to an employee: date on which employee received his/her end of probation increase; or date on which employee received a step increase.

H. Customer Advisor Series

- 1. Customer Advisor I —
 - a. Customer Advisor I will be rated every six (6) months.
 - (1) If the employee's performance is satisfactory or higher, the employee will be moved to the next higher step of the pay plan.

- (2) If the employee's performance is below satisfactory, the employee will not receive the step increase, may be required to take remedial training, and may be subject to termination. When a customer Care Advisor I is required to take remedial training; he/she will be reevaluated after three (3) months. Customer Advisor I will not be eligible for step increase at that time, even if their performance is rated satisfactory or above satisfactory. Instead, the Customer Advisor I is required to wait until the next regularly scheduled review cycle before they are eligible for a step increase.

2. Customer Advisor II, III—

- a. Customer C Advisor II and III will be rated on April 1 of each year.

- (1) Customer Advisors II or III who are rated below satisfactory on their review will not receive any step Increase, may be required to take remedial training and may be subject to termination. When a Customer Advisor II or III is required to take remedial training he/she will be reevaluated after three (3) months. Customer Advisor II or III will not be eligible for step increases at that time, even if their performance is rated satisfactory or above satisfactory. Instead, Customer Advisors II or III are required to wait until the next scheduled annual review cycle before they are eligible for a step increase.

3. Customer Advisor IV —

After the probationary period is complete, Customer Care Specialists will be reviewed annually.

- a. Customer Advisor IV's who are rated below satisfactory on their review will not receive any step increase, may be required to take remedial training and may be subject to termination. When a Customer Advisor IV is required to take remedial training; he/she will be re-evaluated after three (3) months. Customer Advisor IV's will not be eligible for step increases at that time, even if their performance is rated satisfactory, or above satisfactory. Instead, Customer Advisor IV's are required to wait until the next scheduled annual review cycle before they are eligible for a step increase.

- 10.4 The parties recognize that relationships between classifications may change over time as the nature of work evolves and changes. As a result of such changes, those relationships should be reviewed periodically to determine if revisions in pay grade assignments are appropriate. The parties agree that assignment of work to particular classifications, evaluation of classifications and resulting pay grade assignments are management prerogatives. The Employer recognizes the Union's interest in maintaining equity among classifications in the bargaining unit. Accordingly, during the life of this Agreement the Union may notify the Director of Employee Services, of its belief that sufficient material changes have occurred in the nature of work assigned to one or more classifications, such that the relationship of that classification(s) to other classes should be reviewed for possible realignment.
- 10.5 At its sole discretion, the Employer may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that in savings or other benefits, or other similar work-related improvements, provided the Union is informed in writing of any such programs.
- 10.6 The parties understand that during the life of this Agreement the Employer may, at its option, offer a voluntary severance plan to certain classifications of bargaining unit employees. Such plan would be on terms proposed by the Employer and any decision to accept such a plan would be made on an individual basis by each individual employee. The Union will be notified in writing of any such severance plan. In the event that execution of such a plan required a reorganization or redeployment by the Employer, the Union would have the right to request impact bargaining to the extent provided by law.
- 10.7 Electronic Devices
- A. At its sole discretion, JEA may provide employees with an electronic device. The employee during their normal work shift or when the employee is on standby status must wear and respond to the electronic device.
 - B. The employee may use the electronic device for personal use, as long as it does not interfere with their assigned work duties.
 - C. The employee will exercise due caution in the care of the electronic device assigned to him/her, and will take appropriate action to protect them from damage or being lost or stolen. If an employee's electronic device is lost, stolen, or damaged through negligence of the employee, they will be replaced at the employee's expense.

10.8 Assigned Vehicles

The Union recognizes that AFSCME represented employees may be assigned take home vehicles. Assignment of vehicles is based upon operational needs and is subject to change from time-to-time as needed. Should a vehicle assignment be ended, the employee will be given thirty (30) calendar days' notice.

ARTICLE 11: SUPPLEMENTAL PAY

11.1 For each five (5) years of continuous service with the Employer, (computed from the date of initial employment) an employee shall receive an annual increase in salary of \$300.00. This increase shall be in addition to any general or special raises which may be granted from time to time.

11.2 Standby Compensation

- A. Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.
- B. Standby time shall be that time when an employee is required to keep the Employer advised as to his/her whereabouts and be available to report for duty no more than forty-five (45) minutes after such notification.
- C. For the purpose of this Article, an employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees, who merely carry electronic devices and who are not required to be available to return to work within a reasonable time if called, are not on standby.
- D. The standard rate of standby compensation shall be twenty-five dollars (\$25.00) for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.
- E. Any employee who fails to comply with the provisions of Section 11.2 of this Agreement shall not be entitled to standby compensation for that day, and shall be subject to discipline.
- F. Employees may arrange substitution of standby duty among themselves, provided the substitution is approved by Management.

11.3 Schedule Premium

- A. A one dollar and fifty cents (\$1.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 19:00 and prior 07:00 for work days other than Saturday or Sunday, (not including overtime or schedule premium of any type).
- B. A two dollars (\$2.00) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on

Saturday and/or after 00:00 on Sunday and prior 24:00 on Sunday (not including overtime or schedule premium of any type). (Cash handling wage supplements stated below are not considered a schedule premium.)

11.4 Upgrade Pay

- A. When an employee is qualified for and is required by the Employer to accept the responsibility for work in a higher class or position for at least one (1) hour on continuous duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for definite advancement purposes, such employee shall be compensated at the minimum of the range of the higher classification or shall receive a 5% increase, whichever is greater, for the time actually worked in the higher class. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. An employee may be temporarily assigned to the work of any position of the same or lower classification without any change in pay. No on-the-job training without out-of-classification pay shall exceed twenty (20) work days.

11.5 Meal Allowance

- A. The Employer will provide a meal or meal allowance in the sum of fifteen dollars (\$15.00) when an employee is required to work unscheduled overtime, thereby missing a normal meal. Unscheduled overtime shall be defined as notification of less than 12 hours prior to the reporting time for the overtime work. Normal meal times shall be considered as two (2) hours before the scheduled starting time, four (4) hours after the scheduled starting time, and two (2) hours after the scheduled quitting time. Meal allowances shall be paid no later than the end of the first pay period after the pay period in which the meal allowance was earned.
- B. A meal or meal allowance will be provided under the following conditions:
 - 1. When an employee is called out on unscheduled overtime and required to report to work two (2) hours or more before his/her scheduled starting time for that day and continues work into his/her regular schedule, he/she will qualify for a meal or meal allowance four (4) hours from the time he/she commenced work and additional meals or meal allowance at five (5) hour intervals.
 - 2. When an employee is required to work beyond his/her scheduled quitting time for two (2) hours or more on unscheduled overtime, he/she shall be entitled to a meal

or meal allowance two (2) hours after his/her quitting time and at five (5) hour intervals thereafter if he/she continues to work.

3. If an employee is called out to work unscheduled overtime for a period of more than four (4) consecutive hours and he/she is released prior to the starting time of his/her next regular workday, he/she will qualify for a meal allowance four (4) hours from the time he/she commenced work and at five (5) hour intervals thereafter, if he/she continues to work.
- C. When an employee is required to work unscheduled overtime on his/her day off, and at least twelve (12) hours previous notice has been given, the hours worked shall be considered as scheduled overtime. On scheduled overtime, an employee shall provide for his/her mid-day or mid-shift meal.
 - D. JEA shall permit employees on emergency overtime and shift employees whose duties require them to eat while performing their work, to eat earned meals while on the clock. The time taken for such meals generally shall not exceed thirty (30) minutes. However, the time taken may extend beyond thirty (30) minutes, subject to a supervisor's prior approval.
 - E. Every reasonable effort will be made to observe the employee's normal meal time.
- 11.6 In addition to their regular wages Customer Advisor employees will receive a five percent (5%) wage supplement for all time spent in a position where they are required to have their own cash drawer. Therefore, at all times this supplement shall be paid, regardless of the day or time which it is worked.
- 11.7 Bilingual Supplement
- A. A supplement of forty-six dollars and fifteen cents (\$46.15) per pay period shall be paid to each eligible employee who:
 1. Meets the criteria for bilingual skills as determined and verified by JEA Talent Acquisition.
 2. Acts in the capacity of a Customer Advisor I, II, III and IV.
 3. Required by JEA to use non-English language skills to interact with customers as part of their assigned duties.

ARTICLE 12: EMPLOYEE BENEFITS

- 12.1 The Employer agrees to provide comprehensive medical coverage for each employee at no expense to the employee. In addition, the Employer will pay at least fifty percent (50%) of the actual cost of comprehensive medical coverage of eligible dependents. The employee will pay the remaining fifty percent (50%) or less of the actual cost.
- 12.2 The Employer shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times annual salary, with a double indemnity clause for accidental death and dismemberment for employees covered by this Agreement. It shall further allow the employee, at his/her option to purchase group term life insurance, at the expense of the employee, under the same policy, for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment.
- Employees who have retired from classifications in this bargaining unit and who are already covered by the group term life insurance policy may purchase life insurance coverage at the retiree's expense. Employees under age 70, who retire after the effective date of this Agreement, may purchase additional coverage.
- 12.3 The employer will provide an optional group Dental Health Insurance Program at the employee's expense, through payroll deduction.
- 12.4 The Employer agrees to provide a payroll deduction process that is to be available to the employees in the bargaining unit for various benefit plans or programs. These plans or programs shall be administered by an "Agent of Record" designated by the Union. The Employer may assess an administrative charge not to exceed six cents per deduction per payroll. The Union agrees to indemnify and hold the Employer harmless against any claims made, and against any lawsuits brought, against the Employer as a result of this payroll deduction process.
- 12.5 An employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations when requested or required to use his/her privately owned vehicle on official business for all miles actually driven but for no more than the usual travel route between assigned destinations. However, no reimbursement will be paid for mileage to a work location when an employee is notified before reporting to his/her usual work location to report to a different work location.
- 12.6 Personal Property Damage
- A. The Employer will repair or replace personal property, including tool boxes, of employees covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 12.6 B through 12.6 F

- B. The Employer will repair or replace a bargaining unit employee's personal property, if all of the following conditions have been met:
 - 1. The personal property was damaged as a result of the employee's performance of his/her duties;
 - 2. The damage was not the result of the employee's own negligence;
 - 3. The employee reports the damage to the appropriate manager within two (2) working days after the occurrence of the damage on a form provided for this purpose.
 - C. The Employer reserves the right to determine whether to repair or replace damaged property.
 - D. The Employer will not repair or replace rings or other jewelry.
 - E. In no event will the Employer pay more than two hundred fifty dollars (\$250.00) to repair or replace any damaged property.
 - F. When an employee is entitled to payment under this section, the Employer shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.
- 12.7 The Union recognizes that the Employer has developed a Section 125 I.R.C. Cafeteria Plan for the benefit of employees.
- 12.8 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose, provided the employee furnishes proof that he is a registered voter. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, or when early voting is available, it shall be considered sufficient time for voting.
- 12.9 Training and Career Ladders
- A. The Employer and the Union recognize the importance of training and continuing education programs in the development of career ladders and equitable employment opportunities and agree to a mutual commitment of training and education for employees in this bargaining unit.
 - B. All Training Bulletins and Calendars pertinent to this Article shall be available to the Union and Employees. The Employer shall place such bulletins and calendars on the JEA intranet.

- C. The Employer has established a Continuing Education Program to meet the following objectives:
1. To enable eligible employees to participate in educational self-development programs
 2. To encourage employees to acquire knowledge and skills essential to personal/ professional growth
 3. To provide a coordinated program; and
 4. To encourage employees to increase their value to the organization through education and training.
- D. JEA Education Reimbursement Program
1. Eligible Employees
 - a. Civil Service employees who have been continuously employed by JEA since completing their initial probationary period.
 - b. This definition excludes temporary employees, contract employees and employees in their initial probationary period and employees in provisional status for their initial employment.
 2. Courses Eligible for Reimbursement
 - a. The course must be of value to the Employer and not solely benefit the employee. The requested course or degree contribute to increasing the skills and talents of each Employee in his/her current position or elsewhere in the company or ;
 - b. The requested course is required to maintain a certification.
 - c. Time spent in attending classes or on home study work shall be during the employee's off-duty hours, and the Employee will not be paid for this time, and
 - d. Employees are not permitted to use any JEA personnel, equipment or supplies for course work.

3. Costs and Reimbursements

- a. Tuition reimbursement will be made for class work at a school, or home study work programs pre-approved by the Employer.
- b. Reimbursement will be made at the least costly rate if Employees take classes from a more expensive source.
- c. Accelerated degree programs yield benefits sooner to JEA and are therefore reimbursable at the least costly rate for identical accelerated courses of study.
- d. JEA will pay for registration fees, tuition, laboratory fees, and books required (need to furnish proof) for the course taken. Parking fees and late fees are not reimbursable.
- e. JEA will reimburse Employees who earn a "C" grade or better in undergraduate classes, and a "B" or better in graduate classes.
- f. When letter grades are not given attendance records or other verification (e.g., a letter attesting to the satisfactory completion of course hours for which the Employee requests reimbursement) shall satisfy the grade requirement.
- g. Employees who leave the JEA two years (24 months) or less after receiving tuition reimbursement are required to repay all reimbursement (books and tuition) received during that period.
- h. Final determination of the amount of reimbursement to be granted will be made by the Employer.

12.10 Retirement Benefits

- A. For purpose of aiding understanding of the provisions that follows, pursuant to 2016-2019 contract negotiations the parties negotiated retirement benefit changes in the context of propose reforms to the City of Jacksonville GEPP (General Employees' Pension Plan).
- B. AFSCME agreed to the proposed closure (to new employees) of the GEPP, with new hires on or after October 1, 2017 being enrolled in a "DC Plan" (defined contribution plan).

- C. Participants in that DC Plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.
- D. In the event any other bargaining unit participating in the DC plan (e.g. LIUNA 630, the JSA, or IBEW 2358, or) receives any greater benefits that JEA provides to AFSCME Council 79 (i.e. through contract negotiations, settlement, impasse proceedings, or litigation), then AFSCME shall receive the difference between its DC Plan benefit and that received by the other participating bargaining unit(s).
- E. No benefits under the “DC Plan” shall decrease for all active, full time, enrolled unit employees.
- F. JEA agrees to contribute to the employee’s pension program to the extent required by applicable laws pertaining to the employee’s contributory pension program.
- G. No benefits under the General Employee Pension Plan (“GEPP”), the City’s Defined Benefit retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of AFSCME’s ratification of this CBA.
- H. In the event any other bargaining unit participating in the General Employee Pension Plan (e.g. LIUNA 630, JSA or IBEW 2358) receives any greater pension benefits than JEA presently provides to the AFSCME (i.e., AFSCME shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s)).

ARTICLE 13: INJURY-IN-LINE-OF-DUTY

- 13.1 A. Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury arising out of the course and scope of employment with the Employer shall, in addition to compensation payable pursuant to the Workers Compensation Law of the State of Florida, be entitled to a supplemental benefit under the conditions set out in Section 13.2.
- B. The amount of the supplemental benefit payable under this article shall be calculated as follows: the Employer will calculate seventy-five percent of the employee's net take home pay after taxes and social security deductions based upon the employee's regular straight time wages. This amount shall be reduced by the amount of Workers' Compensation indemnity payable to the employee. The remainder is the amount of the supplemental benefit payable to the employee.
- 13.2 The supplemental benefit provided for in Section 13.1(b) is payable under the following circumstances:
- A. During the first twenty (20) working days of such disability, the employee shall receive the supplemental benefit after the employee begins receiving Workers' Compensation indemnity payments.
- B. Thereafter, the Employer at its sole discretion, (which discretion shall not be subject to arbitration), grant addition supplemental benefit, but shall not exceed one (1) year.
- C. If the employee brings litigation or administrative action under the Worker's Compensation Law while receiving Workers' Compensation supplemented by the benefits herein provided, entitlement to the supplemental benefits shall immediately terminate.
- 13.3 If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of his classification, he may be temporarily reassigned without reduction in pay for a period not to exceed 90 calendar days, to other duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. The Employer will make a reasonable effort to temporarily reassign the employee, in accordance with the provisions of this section, provided that failure to do so shall not be the basis for grievance or arbitration.
- 13.4 A. When an employee who has been on leave of absence or light duty due to a disabling on-the-job injury is released by the employee's

treating physician(s) to return to work, the employee shall be returned to the same job if:

1. The employee is capable of doing the job satisfactorily
2. The employee would have retained the job had the employee not been injured, and
3. Such work still exists

B. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by the employee's treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his former job, the Employer shall place the employee in a comparable job for which the employee is qualified, provided there is an opening. If there is no opening, the employee shall be offered the best available job for which he is qualified; if necessary, appointing the employee to a lower classification. The employee shall be considered for any job openings for which the employee is qualified that occur within one (1) year after the employee has been reclassified to the lower classification. Refusal on the part of the employee to accept a job for which he is qualified and able to perform may be considered a resignation.

13.5 A. When an employee is off the payroll (not receiving JEA compensation) due to an on-the-job injury, JEA will continue to pay life insurance and medical insurance premiums normally paid by JEA, which includes JEA's portion of the dependent medical insurance premiums. The employee is responsible for the optional life insurance premiums and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amount equal to the employee's pension contribution prior to the on-the-job injury.

B. If an employee who is temporarily totally disabled due to an on-the-job injury receives partial wage payments from JEA, JEA will continue to pay the premium noted in subsection (a) above. The optional life insurance premium and the employee's portion of the dependent medical insurance premium and pension contribution will be deducted from his/her partial wage payments.

13.6 Any provisional or probationary employee who is temporarily, totally disabled as a result of an injury received in the course of employment with JEA shall receive the benefits to which he/she is entitled under the Workers' Compensation Laws of the State of Florida and such benefits above legal requirements as JEA may deem reasonable.

ARTICLE 14: LEAVE USAGE

14.1 Leave Usage (Generic)

- A. Employees, when eligible and authorized, may use their annual, or personal leave upon written application to their immediate manager or designee. Approval may be based upon the nature of the request if needed. Extensions may be granted at the option of the manager or designee. The approval of leave and extensions shall not be unreasonably denied.
- B. Annual, or personal leave will be charged against an employee's regular workday, and shall not be charged for absences on a prearranged overtime workday, unscheduled call-in overtime days, or holidays.
- C. Unscheduled leave
 - 1. Annual or personal leave may be taken for emergency, illness, or injury of the employee or employee's immediate family.
 - a. Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury in the following manner:
 - (1) Non-shift employees must provide notification to the appropriate designated individual as early as possible as and no later than one-half hour before the start of the employee's normal workday. An employee who has a starting time earlier than the designated individual he/she is to notify, shall notify that individual as soon as possible after the normal starting time for that designated individual.
 - (2)
 - a. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.
 - b. Shift employees shall notify the appropriate manager at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

- b. Employees who fail to notify the appropriate designated individual as required by Article 14.1 C (1) (a) may not be allowed to charge their absence to annual or personal leave unless waived by the manager or designee.
- c. Absences for illness under annual or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of annual or personal leave for illness.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave.
- d. Employees failing to comply with the provisions of Section 14.1 will be subject to disciplinary action. Authorized use of leave shall not be grounds for disciplinary action.

D. Scheduled leave

- 1. In order to insure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) days annual leave per contract year. Employees are encouraged to retain eighty (80) hours in their leave account in case of serious personal illness.
- 2.
 - a. Accrued annual or personal leave may be taken at any time when authorized.
 - b. Scheduling for the primary vacation period will be accomplished on a seniority basis, with full-time Civil Service employees taking precedence, in a classification within a cost center or group of cost centers for the first request only provided that the request is submitted between January 2 and January 31 and is subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Where possible, employees shall have access to the days to choose from when selecting days for leave. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system. Once the primary vacation periods have been scheduled, additional leave authorizations may be made as in 14.1 D (2) (c) below. The primary leave schedule will be posted by February 15, for the period of April 1 through March 31.

- c. In scheduling annual or personal leave, full-time Civil Service employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Secondary vacation (leave) request(s) may be submitted from February 15th through March 15th and will be posted by March 31st. Employees will be allowed to submit as many as 25 days as long as the employee has or will have accrued leave available. An employee will not be allowed to cancel leave without the approval of the designated individual. Any additional request(s) after March 31 will be scheduled on a first come-first served basis. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or work otherwise be detrimental to the efficient operations of the system.
 - (1) All employees will be given the opportunity to change their vacations during the primary vacation and secondary vacation periods, as outlined in the AFSCME contract. However, once the employee has made their original selection and later wants to make a modification/change to their vacation date(s), this employee will be placed next in line and allowed to pick from the available dates remaining at the time.
 - (2) When an employee is out during the vacation pick period, they will be allowed to select from the periods that were available at the time their seniority allowed. The selection process will continue as scheduled. JEA will consider exceptions to the number of employees allowed off in this situation, if necessary.
3. JEA employees may split their annual or personal leave in any manner desired and approved by their manager or his/her designee. The splitting of leave must be consistent with the operational requirements of the system.

4. Requests for leave of less than five (5) consecutive days must be submitted at least twenty-four (24) hours in advance unless the leave is for illness or emergency
- E.
 1. The minimum amount of annual or personal leave to be taken and charged shall be in one-half (1/2) hour increments.
 2. Employees shall be charged for their normal hours worked, respectively, for a day off.
- F. If a legal holiday falls within a scheduled annual or personal, leave period, annual or personal leave shall not be charged for that day. When a scheduled overtime day, for rotating shift workers falls within a scheduled annual or personal leave period, annual or personal leave shall not be charged nor overtime paid for that day.
- G. Once leave has been approved, the employee shall take the leave unless that employee's request to cancel is approved by the appropriate designated individual.
- H. Notwithstanding any other provision of this Agreement, JEA shall have the unilateral right to alter annual or personal leave schedules for proper cause or emergencies that might occur. In such cases, the employee will be reimbursed for any costs forfeited due to cancellation of reservations, excess travel, etc., provided action is taken by the employee to minimize the forfeited cost, and provided further that satisfactory documentation of the employee's payment of forfeited costs is furnished to JEA.
- I. Upon written request, and with at least thirty (30) days advance notice, an employee taking at least two (2) weeks or more of authorized paid annual personal leave may have the amount of compensation due for the requested annual leave period advanced to him/her on the last regular payday prior to the beginning of the paid annual leave.
- J.
 1. An eligible employee who is out of work because of an on-the-job injury may use annual leave, personal leave and/or compensatory time to remain on the payroll, under the conditions established in this section.
 2. In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:

- a. The employee is away from work due to an on-the-job injury;
 - b. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;
 - c. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.
3. When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave or compensatory time so charged shall be the minimum amount in one-half of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.
 4. If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

14.2 Annual and Retirement Leave Usage

- A. If an employee has exhausted all of the accrued, unused annual leave, and then said employee suffers an illness which requires time off, then said employee shall be allowed to use the credited retirement leave for the purpose of illness only.
- B. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more for such illness, then such leave, may at the employee's option, be deducted from the retirement leave account of such employee.

14.3 Leave Donation and Forfeiture

- A. Employees may forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to regular, full-time JEA employees who are critically ill, critically injured, or require an extended leave of absence for medical reasons. Employees may donate annual, personal, and retirement leave but not compensatory leave, to the United Way.

- B. Forfeitures to critically ill or critically injured employees or employees who require an extended leave of absence for medical reasons shall be subject to the following requirements:
1. The critically ill or critically injured employee and employees who require an extended medical leave of absence must submit a statement of need to the Director of Employee Services or his/her designee. The employee who requires an extended medical leave of absence must include a physician's statement documenting the need for an extended medical leave of absence. The Director of Employee Services or his/her designee shall determine the employee's eligibility to receive leave donations in accordance with the provisions of this Section 14.3.
 2. Forfeitures may not be made in respect of an ordinary illness, but rather may be made only in respect of a serious or major illness, hospitalization of five (5) days or more, or a medical leave of absence of ten (10) days or more.
 3. The employee forfeiting the leave must complete the appropriate form and submit it to the Employee Services.
 4. The employee receiving the forfeited leave must have exhausted all other available leave, and may receive only enough donated leave to cover the period of the absence. Upon returning to work, the employee receiving the forfeited leave may have a positive leave balance of up to twenty four (24) hours as a result of any donation(s).
- C. Donations or forfeitures of leave under this Section 14.3 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated or forfeited by the hourly rate of the employee donating or forfeiting the leave.

ARTICLE 15: ANNUAL LEAVE (PLAN E)

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

- Employees hired on or after October 1, 1968, and before October 1, 1987;
- Employees hired prior to October 1, 1968, but chose not to remain subject to former sick leave and terminal leave policies in April, 1969;
- Employees hired prior to October 1, 1968, who chose on or before December 15, 1979, to become subject to this provision.

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

A. YEARS OF SERVICE	HOURS PER YEAR
Upon completion of 0 months thru 4 years	160
Upon completion of 4 years thru 9 years	184
Upon completion of 9 years thru 14 years	208
Upon completion of 14 years thru 19 years	232
Upon completion of 19 years thru 24 years	256
Upon completion of 24 years or more	280

B. Annual leave will accrue bi-weekly to the credit of the employee, at the rate stated above and shall be credited on the last day of the pay period. In order to receive full credit, the employee must work a full schedule or be on approved leave with pay. The accrual will be reduced pro rata for hours on leave without pay.

C. The rate of accrual shall change to the higher rate on the anniversary day or adjusted date of employment.

D. Annual leave shall be earned during the first year of employment.

- 15.3 Annual leave shall accrue to a maximum of 960 hours. The Employer will compensate the employee on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30th each year. These payments will be made on the second payday in November, at the September 30th rate of pay.
- A. Beginning with leave earned during the fiscal year, an employee who does not use all of their Annual Leave accrued in a fiscal year, may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis.
 - B. To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued.
 - C. This payment is not available to an employee who would have less than eighty (80) hours of annual leave remaining after such payment. Such payments will be made no later than the first payday in December at the September 30th rate of pay.
- 15.4 For the purpose of this Article, retirement is defined pursuant to Ordinance provisions of the pension program of the City. Vesting is considered as retirement. Upon retirement, the employees' annual leave account and retirement leave account shall be used or paid on an hour-for-hour basis, up to maximum of nine-hundred sixty (960) hours in each account under the following provision:
- A. Retirement leave may be taken either immediately prior to desired eligible retirement date, which leave may be used for the fulfillment of time service requirements; or retirement leave may be taken following fulfillment of time service requirements.
 - B. Employee on retirement leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.
 - C. Upon placement on retirement leave, such status shall be considered irrevocable.
 - D. While on retirement leave, an employee shall not accrue annual leave, but shall be eligible for legal holidays; and any general salary increases, but not performance/step increases.
 - E. At the employee's option, retirement leave may either be taken, or paid for in one lump sum on an hour-for-hour basis.

- F. If an employee terminates prior to retirement as defined in the Annual Leave Ordinance, said employee shall be paid for any retirement leave credited, on the basis of one (1) hour's pay for every two (2) hours of said retirement leave credited.

- 15.5 Upon termination, which includes resignation and discharge not for cause, the employee shall be paid for all unused annual leave credits on an hour-for-hour basis. However, employees who are discharged for stealing, sabotage, or illegal possession or use of drugs, may forfeit pay for their unused accrued annual leave earned during the contract year.

- 15.6 When an employee is placed on retirement leave, the lump sum payment for the annual leave shall be paid at the beginning of the retirement leave.

- 15.7 Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with law, shall be paid for all accrued personal and retirement leave on the basis of hour for hour in said accounts.

ARTICLE 16: ANNUAL LEAVE (PLAN H)

16.1 This article shall apply to all permanent, probationary, and provisional employees hired on or after October 1, 1987

16.2 Employees shall accrue personal leave with pay for all straight time hours worked according to the following schedule on a bi-weekly basis:

A.	YEARS OF SERVICE	HOURS PER YEAR
	Upon completion of 0 months thru 4 years	160
	Upon completion of 4 years thru 9 years	184
	Upon completion of 9 years thru 14 years	208
	Upon completion of 14 years thru 19 years	232
	Upon completion of 19 years thru 24 years	256
	Upon completion of 24 years or more	280

B. Annual leave will accrue to the credit of the employee, at the rate stated above and shall be credited on the last day of the pay period. In order to receive full credit, the employee must work a full schedule or be on approved leave with pay. The accrual will be reduced pro rata for hours on leave without pay.

C. The rate of accrual shall change to the higher rate on the anniversary day or adjusted date of employment.

D. Annual leave shall be earned during the first year of employment.

16.3 Annual leave shall accrue to a maximum of 480 hours. The employer will compensate the employee on an hour-for-hour basis for any accrued amount over four hundred eighty (480) hours as of September 30th each year. These payments will be made on the second payday in November, at September 30th rate of pay.

A. Beginning with leave earned during the fiscal year, an employee who does not use all of their annual leave accrued in a fiscal year, may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis.

- B. To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued.
- C. This payment is not available to an employee who would have less than eighty (80) hours of annual leave remaining after such payment. Such payments will be made no later than the first payday in December at the September 30th rate of pay.
- D. Beginning with leave earned during the fiscal year, an employee who does not use all of their annual leave accrued in a fiscal year, may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis.
- E. Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause the employee shall be paid 100% of their unused annual leave accrued on an hour-for-hour basis.
- F. Employees, who are discharged for stealing, sabotage, or illegal possession or use of drugs, shall forfeit their unused personal leave accrued during the contract year.

ARTICLE 17: OTHER LEAVES

17.1 Jury Duty

Any employee in the bargaining unit who is required to perform jury service during his/her normal working hours in any court shall be paid his/her regular salary for the time spent in jury service. The employee summoned as a juror shall notify his/her manager of the need to take leave for jury service as soon as the employee receives a summons for jury service. Notification shall be by memorandum (in duplicate) with a copy of the summons attached. An employee who is released from jury service prior to four (4) hours from the scheduled end of his/her work day, shall be required to report to his/her work site within one and one-half (1-1/2) hours after release from jury service.

17.2 Witness Service

Any employee, who is called to testify while off duty in any court proceeding as a result of his or her normal JEA duties, shall be entitled to compensation for all hours on such special duty. The employee will be compensated for these special duty hours at the appropriate rate. The employee will be compensated for a minimum of four (4) hours.

17.3 Bereavement Leave

- A. Upon notification of the death of an immediate family member, an employee may be granted the day or remainder of the day, if at work, off without loss of pay and may be granted an additional three (3) work days within the next eight (8) working days off without loss of pay, as Bereavement Leave. Working days are defined as Monday through Friday.
- B. For the purpose of this Agreement immediate family is defined as spouse, children, stepchildren, parents, step-parents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's grandparents, individuals for which the employee is designated as acting *in loco parentis* (as interpreted under the FMLA), and relatives who permanently reside with the employee.
- C. If an employee requires additional time to attend matters related to the death of a family member of the employee's immediate family, the employer will permit the employee to use a reasonable period annual/personal leave time.
- D. Should an employee be on vacation at the time of death, the three (3) working days that normally would be granted as bereavement leave shall be charged as bereavement leave instead of annual/personal leave.

- E. Employees covered by this Agreement shall be granted up to four (4) hours leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker from the same department (active or retired), unless the employee is required to work to maintain system integrity.

17.4 Military Leave

Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994 and Chapter 115, Florida Statutes.

A. Training

1. Employees who are members of the National Guard, or organized military reserves of the United States, who are ordered to attend an annual training period shall, upon presentation of their official orders or appropriate military certification, be granted not more than two hundred forty (240) hours with pay to attend such training period, in one (1) calendar year (January – December) in accordance with the official orders to active duty for training, including travel time authorized by such orders. The training leave shall not be deducted from annual/personal leave or in any other way that may result in privileges or compensation to said employee. Employees are responsible to notify their manager as soon as possible of the dates for the training period and provide a competent set of orders.
2. Employees who are members of the reserve components mentioned above and are required to attend regularly scheduled training assemblies throughout the year may, upon due notice request, apply for annual/personal leave to attend the military training assemblies when they are scheduled to be on duty. Employees who request time off for this purpose are responsible to advise their manager at the earliest possible time of the dates when they are scheduled for the training assemblies which conflict with their normal schedule.

B. Military Duty

An employee who volunteers or is inducted into the Armed Services shall be granted a leave of absence without pay beginning with the date of induction and ending upon return to duty with JEA or one (1) year after his/her date of separation from military service or hospitalization continuing after discharge, whichever occurs last. Leave of absence for military purposes shall be filed in the employee's personal file.

17.5 Parental Leave

JEA and the Union recognize the importance of our employee's families and the value of time during the birth or adoption of a child. In this spirit, the JEA will offer a parental leave plan consisting of paid time off following the birth or adoption of a child. JEA has established a policy and procedure applicable to bargaining unit members to be effective January 1, 2020 defining the Parental Leave Plan.

ARTICLE 18: HOLIDAYS

18.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

Date	Event
January First (1st)	(New Year's Day)
Third Monday in January	(Martin Luther King's Birthday)
Third Monday in February	(Presidents Day)
Last Monday in May	(Memorial Day)
July Fourth (4th)	(Independence Day)
First Monday in September	(Labor Day)
November Eleventh (11th)	(Veterans Day)
Fourth Thursday in November	(Thanksgiving)
Friday After Thanksgiving	
December Twenty-Fourth (24th)	(Christmas Eve)
December Twenty-Fifth (25th)	(Christmas Day)
Special Leave Day*	

*The Special Leave Day shall be arranged so as to be mutually convenient to both the employee and the Employer.

18.2 For non-shift workers, when a holiday falls on Saturday, the Friday prior thereto shall be considered the holiday, and when a holiday falls on Sunday, the Monday following shall be considered a holiday. If either Christmas Eve or Christmas Day falls on a Saturday or Sunday, the provisions in the City of Jacksonville Ordinance Code shall apply. When a holiday falls on a normal day off, another work day within the same calendar week as the holiday shall be designated as the holiday. When the holiday falls on a normal day off that is midway between work days, the next scheduled work day will be the holiday.

18.3 Shift workers will observe all holidays on the dates they occur. Provided, however, that any shift employee who has been temporarily assigned to a non-shift schedule for a period of at least one (1) week will observe holidays in the manner provided for non-shift employees (as set forth in Article 18.2) for any holiday that occurs during the period of such assignment.

18.4 Employees shall be compensated for holidays at their respective rates of pay for the number of hours they would have ordinarily worked on the holiday. Should a holiday fall or be observed on a regular work day that is less than 8 hours, the holiday will be observed as an eight (8) hour straight time holiday.

18.5 When an employee is required to work on a day observed as his/her holiday, the employee shall be compensated normal work day hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and

one half (1 ½) times his/her straight time hourly rate for all hours worked up normal work day assignment and two and one-half (2 ½) times his straight time hourly rate for all hours worked on the holiday over normal work day assignment.

- 18.6 The Special Leave Day may be taken on any date during the budget year by mutual agreement of the employee and the manager. The Special Leave Day shall not apply until the employee has completed probation or after they have completed six month of employment whichever occurs first. Approval of the Special Leave Day shall not be unreasonably withheld. Failure of the employee to take the Special Leave Day during the fiscal year shall result in the payment of eight (8) hours regular pay at the end of the fiscal year.

ARTICLE 19: JOB POSTING/INTERNAL RECRUITING

- 19.1 Whenever a civil service job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards in accordance with Civil Service and Personnel Rules & Regulations.
- 19.2 Employees, who wish to apply for the examination, including eligible employees covered by Schedule B of this Agreement, must do so in writing within the period provided above.
- 19.3 The Employer may assign or reassign employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotion.
- 19.4 Internal Recruitment

Employees in Bargaining Unit 79 shall be eligible for internal recruitment if they have worked a minimum of 1040 hours in the 12-month period immediately preceding the examination date.

ARTICLE 20: SAFETY AND HEALTH

20.1 The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

20.2 The Employer will provide protective devices, wearing apparel, and other equipment necessary to protect employees from injury, in accordance with established safety practices. Such practices may be improved from time to time by the Employer's in-house safety representatives. The Union may submit safety recommendations from time to time. When protective devices, apparel, and equipment are provided, they must be used. The Union agrees that willful neglect and failure by the employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

20.3 Safety Shoes

- A. Employees who are newly hired or who transfer for the first time into a job whose duties require safety shoes will be provided two pair of safety shoes in their first year in the applicable job.
- B. The Employer will provide one replacement pair of safety shoes to each employee whose job duties require their use and who return the pair needing replacing (as determined by management).
- C. Those employees will be required to wear safety shoes when assigned duties requiring their use.

20.4 Fitness for Duty Evaluation

JEA, for proper cause, has the right to require any employee to undergo a medical and/or psychiatric examination by a JEA assigned physician at any time to ascertain whether or not an employee is physically and/or mentally capable of performing the duties required of his/her classification. This examination will be conducted on JEA time and at JEA expense. If the employee does not agree with the results of the medical and/or psychiatric examination, the employee has the right to request a second opinion. If any employee requests a second opinion, the JEA shall provide the employee with a list of three physicians who may be consulted for a second opinion, and the employee shall select a physician from that list. The cost of obtaining the second opinion will be paid by the employee.

ARTICLE 21: COMPREHENSIVE DRUG/ALCOHOL ABUSE POLICY AND PROCEDURES

PRELUDE

JEA and the Union agree that education and communication about the Employee Assistance Program (EAP) is a very important tool toward having a drug free work force. JEA will see that information about the EAP is available for employees and their families. It should be every employee's goal to help those co-workers, whom they know have some type of problem with substance abuse, to seek help through the EAP.

21.1 Definitions

- A. "Drug abuse" means:
1. The use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.
 2. The commission of any act prohibited by Chapter 893, Florida Statutes
 3. Abusing a lawful prescription
 4. Substituting or adulterating any specimen during a drug test
 5. Refusing to submit to a drug test
 6. Drug test with positive results
- B. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- C. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- D. "Reasonable belief" means an opinion which a reasonably prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to, sensory facts (what a person saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information
2. The reliability of the person or source providing the information
3. The extent of any confirmation; and
4. Any other factors contributing to the belief or the lack thereof

Not all of these factors must exist to find reasonable belief, but all must be examined.

- E. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.
- F. "Alcohol Abuse" means:
1. Using or being under the influence of alcohol or alcoholic beverages on the job
 2. Substituting or adulterating any specimen during an alcohol test
 3. Refusing to submit to an alcohol test
 4. Alcohol test with positive results

21.2 Circumstances When Testing May Be Required

JEA may require an employee to submit to drug and/or alcohol testing under any of the following circumstances:

- A. Whenever two (2) managerial/supervisory employees concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public and the reasons for such concurrence have been stated to a Union representative.
1. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or

damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable) , urine specimens will be collected from all employees directly involved in the accident and stored for future testing. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after (sequelae) or impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee's(s') specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include a Union executive board member or designee.

2. The employee will also be subject to an alcohol breathalyzer test.
- B. Whenever an employee in a safety sensitive classification (including CDL) is involved in a vehicular accident that results in a fatality; or the employee receives a citation moving traffic violation and the accident involved bodily injury requiring medical treatment away from the scene; or one or more vehicles are damaged and disabled requiring towing away from the scene, the employee will be tested for drugs and alcohol.
 - C. Any time within one (1) year after an employee has voluntarily admitted a substance problem during the amnesty period or tested positive for the presence of illegal drugs taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee and/or alcohol or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)
 - D. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
 - E. Upon completion of the JEA State Certified Apprenticeship Program, prior to promotion to a State Certified journeyman classification.
 - F. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions. Management's designation of a position as "safety

sensitive” shall be subject to appeal to the Vice President Employee Services or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.

- G. In determining a position to be “safety sensitive”, consideration will be given to “safety sensitive”, as defined in Section 112.0455(5) (m) and 440.102(1) (o), Florida Statutes.

21.3 Testing Procedures

- A. Drug

Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.

The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern.

SCREENING THRESHOLDS

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

¹For grouped analytes (*i.e.*, two or more analytes that are in the same drug class and have the same initial test cutoff): *Immunoassay*: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group. *Alternate technology*: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte with the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (*i.e.* equal to or greater than the laboratory's validate limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte Δ -9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ *Alternate technology* (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analytes (*i.e.*, 15ng/mL for THCA, 100 ng/mL for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA).

⁵ Methylenedioxyamphetamine (MA).

**** The confirmation test will also include a test for 6-monacetylmorphine (MAM)*

The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:

1. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
2. If the results of the initial test provided in Section 21.3 (a) (1) are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result until it has been confirmed as provided for in this section.

3. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be requested to provide another specimen for testing.

Should the employee provide specimen which is unsuitable for testing a third consecutive time, the employee will be subject to providing a blood sample.

4. Specimens that are adulterated or substituted will be reported as a “refusal to test,” and the employee will not be offered the opportunity for a test of the second sample as provided for in (3). If the results of the confirmation test provided for in Section 21.3 (a) (2) are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee’s expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

B. Alcohol

In testing for the present of alcohol, the JEA shall utilize a generally accepted blood test procedure or breathalyzer that provides quantitative results showing the amount of alcohol present in the blood.

The threshold level or cut-off limit shall be as set forth below or as established by HHS and/or SAMHSA and/or by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA and/or by Florida Statute which are in effect as of the date of any given test shall govern.

Breath or Blood Alcohol Threshold Levels

HHS and/or SAMHSA

0.020 to 0.039

0.040 to 0.079

0.08 and above

Florida Statute

>0.05 to 0.079

0.08 and above

Random Testing Protocol

1. Management will administer random drug tests up to 50% of all employees who are designated as safety sensitive or CDL each year. (The "50%" can be rounded up to include the nearest "whole" person.)
2. Management will administer random alcohol tests up to 10% of all employees who are designated as safety sensitive or CDL each year. (The "10%" can be rounded up to include the nearest "whole" person.)
3. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.
4. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

21.4 Disciplinary Action

A. Drug Abuse shall subject the employee to the following discipline:

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's family or household, or to a person residing with the employee shall be given a single last chance notice – provided the prescription was taken for the employee's bona fide medical condition. Subsequent violations of the policy shall result in immediate termination.
2. Drug abuse, other than described in (1) shall result in immediate termination.

B. Alcohol Abuse shall subject the employee to the following discipline:

1. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04 but less than or equal to 0.05, the employee will be given a letter of "Required Action and Consequences of Noncompliance" considered discipline. A second positive test in level described above will result in a Last Chance Notice and a third positive will result in termination.
2. If an employee tests positive for a breath or blood alcohol level in excess of 0.05, but less than 0.08, and there is no other competent evidence of impairment, the employee will be given a Last Change Notice. Any subsequent positive test producing a breath or blood alcohol level in

excess of 0.05 will result in the employee being terminated from employment.

3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.
 4. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.
- C. Any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article or a refusal to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be subject to termination from employment.
- D. Taking any lawful prescription, which has the potential to affect the employee's physical or mental capacity, without notifying the appropriate manager prior to commencing work, shall be treated as a safety violation subject to discipline.

21.5 Rehabilitative/Corrective Action

Amnesty

- A. JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 21.4 (a) (1) or 21.4 (b) (1) applies, to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit JEA's rights to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.
- B. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his job duties. The decision as to whether the employee can safely perform his job duties shall be made by the Vice President, Director, or Manager in conjunction with a physician or Substance Abuse Professional associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:
1. Whether the employee has regularly attended counseling and/or treatment sessions as directed.
 2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.
 4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.
 5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.
 6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.
- C. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Alcohol Use & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

21.6 Examination and Test

- A. Except as provided in paragraph 21.3 (4), JEA will pay the cost of any test required by Section 21.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 21.2 (D), any employee who is subject to dismissal will be given the opportunity at his/her request for an independent blood alcohol test conducted at the same time at his/her own expense.
- B. Urine specimens required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug testing.
- C. Drug tests will be performed by a SAMHSA certified facility selected by JEA.
- D. Alcohol tests will be performed by a licensed medical facility selected by JEA.
- E. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Labor Relations Manager. The Labor Relations Manager or designee shall release relevant information contained in those records only to the employee's Vice President, Director, or Manager, and to those JEA Management officials and representatives directly involved in employment related decisions involving that

employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

- F. JEA will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

21.7 Training

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this article. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

21.8 Employee Support

The Union representatives and officers will serve as an Employee Support Team. Any member of this support team may be a liaison between the employee and referral to EAP to make employees aware of available help.

21.9 Employer Initiation

This testing program was initiated at the request of JEA. The Union has participated only to the extent of protecting the rights of workers arising from administration of the testing program. It is intended that JEA shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this article.

ARTICLE 22: DISCIPLINE AND DISCHARGE

- 22.1 The procedure for dismissals, demotions, and suspensions shall be as outlined in the Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. Any action instituted under this section shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof. Normally, a written statement of charges shall be given to the employee within forty-five (45) calendar days from the initial investigatory meeting. However, all time limits established in this section may at management's discretion, be extended during the pendency of a criminal investigation into an employee's conduct.
- 22.2 Letters of Counseling are not considered disciplinary action and not subject to grievance. All Letters of Counseling will be signed by a Manager before being issued to the employee and shall not be used as a basis for future disciplinary action after twelve (12) months from the date of issue. Employees shall have the right to provide a Letter of Rebuttal on an established form (Appendix D) within 15 calendar days of receipt of the Letter of Counseling. Letters of Counseling and any rebuttal letter if submitted shall be maintained in the manager's departmental file and a copy provided to Labor Relations. Letters of Counseling shall not be placed in the employee's official personnel file.
- 22.3 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until he/she has been furnished with a written statement of the charges and the reasons for such actions. A copy of the statement is to be sent to the Union. The statement will notify the employee of his/her right either to appeal the discipline to the Civil Service Board of the City of Jacksonville, or to grieve the discipline, pursuant to the provisions of Article 23 of this Agreement.
- 22.4 Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in the employee's personnel file. If the employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand, and shall not mean that the employee agrees or disagrees with the reprimand. The employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the employee's personnel file.
- 22.5 Disciplinary entries in an employee's personnel file shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of the entry. The union recognizes that the Employer is required to retain copies of all disciplinary entries in

order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.

22.6 Personnel Records

There shall be only one official personnel file for each employee, which shall be maintained in the Employee Services office. Employees have the right to review their own personnel file at reasonable times under supervision of the designated record custodian. Employees have the right to respond to any material included in their official personnel file. Only those disciplinary actions recorded in an employee's official personnel file may be used as the basis for progressive discipline. When a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be removed and placed in the appropriate file.

22.7 Options for Appealing Disciplinary Action:

- A. Any employee shall have the right to either grieve a disciplinary action pursuant to the terms of this Agreement, or to appeal the decision to the Civil Service Board. No employee may use both the Civil Service Board appeal process and the grievance procedure to review the same matter.
- B. An employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 23.
- C. An employee who elects to appeal to the Civil Service Board shall initiate proceeding by filing a notice of appeal with the Civil Service Board.

ARTICLE 23: GRIEVANCE PROCEDURE

- 23.1 It is intended this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work toward this end. The grievance will systematically follow the steps of the grievance procedure contained in this article, except as otherwise provided for in Section 447.401, Florida Statutes.
- 23.2 The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties of this Agreement for such matters.
- 23.3 Any employer groups of employees may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:
- A. A signed statement, refusing Union representation, is executed by the employee.
 - B. The employee may represent himself or may be represented by legal counsel at his own expense.
 - C. Any adjustment must not be inconsistent with the terms of this Agreement, and the Union must be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 23.4 During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed no more than thirty (30) calendar days to provide time for the questioned policy, law or regulation to be interpreted by the proper authority.
- 23.5 A grievance must be taken up with the Employer within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose. In the event the Employer fails to observe the time limits prescribed in each step, the employee or the Union may be advanced the grievance to the next step of the procedure. In the event the employee or the Union fails to meet the time limits prescribed at any step of the grievance procedure, the grievance shall be deemed withdrawn and as having been settled on the basis of the decision most recently given and not be subject to further appeal except to arbitration to determine the matter of timeliness of the grievance only. Time limits at any level may be extended by mutual agreement between the Employer and the Union or employee.

23.6 Procedure

Informal Complaint Resolution: The Union or any employee covered by this Agreement shall have the right to pursue appropriate informal efforts to resolve problems or complaints that arise in the workplace. The Union and employee are encouraged to seek informal resolution of the problems or complaints prior to using the formal grievance procedure.

STEP 1- FORMAL

The grievance procedure is initiated by the Union, the employee, or the employee and the Union representative submitting the grievance in writing (on mutually agreed upon form) along with any supporting documentation to the employee's Manager. The Manager shall acknowledge receipt of it and the date thereof in writing. The written grievance shall identify the article(s) and section(s) of this Agreement that are at issue, shall specify the corrective action requested by the grievant, and shall include a brief summary of the factual basis for the grievance including that date that the alleged grievance occurred. The immediate Manager or Director or designee shall, within ten (10) calendar days of receipt of the grievance, meet with the employee and/or Union representative to discuss the grievance. The Director or Manager shall provide his written decision and the reason(s) for the decision within fifteen (15) calendar days after the meeting. The written decision shall be provided to the aggrieved employee and the Union. If the Step 1 decision does not resolve the grievance, the grievance may be forwarded to the next step.

STEP 2- FORMAL

- A. If a satisfactory settlement of the grievance is not reached in Step 1, the party filing the grievance (the Union, an employee, and/or employee and the Union representative) will forward the grievance, in writing, within fifteen (15) calendar days stating any objection to the Step 1 decision to Labor Relations who shall receive the grievance on behalf of the Managing Director. The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the employee, or the employee and the Union representative. The Managing Director's representative shall provide a written decision to the aggrieved employee with a copy to the Union within fifteen (15) calendar days after the meeting.
- B. The Managing Director's Representative shall be a Vice President. A Vice President will not be designated as a representative to hear the grievance in his own Group. Said representative shall have full authority to render a written decision.

- C. If the Step 2 decision is not satisfactory it may be referred to as arbitration as provided in this Agreement within thirty (30) calendar days, after receipt of the written decision.

23.7 Where a number of substantially identical grievances are submitted, the Union may elect one grievance for procession at Step 1. The decision of the grievance elected will be binding on the combined grievances. Names of all aggrieved employees will be made part of the record of the grievance processed and each grievant will be notified of the decision.

23.8 Upon mutual agreement of the parties, policy grievances filed on behalf of the Union which arises as disputes involving the interpretation or application of this Agreement, as a result of the Employer decisions regarding the interpretation, application or intent of JEA policies and procedures shall be initiated at step two (2).

NOTE: Grievances filed as a result of disciplinary action taken that includes reduction in pay, suspension, demotion or dismissal, may be initiated at step 2.

23.9 Arbitration

- A. If the grievance is not settled in accordance with the provisions of Article 23.2, the aggrieved employee, or the Union may request arbitration by serving written notice of intent to arbitrate to Labor Relations or his/her designated representative, no later than thirty (30) calendar days after receipt of the Employer's response in Step 2. The notice of intent to arbitrate must be accompanied by a written statement identifying the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within thirty (30) calendar days, the Employer's Step 2 answer shall be final and binding upon the aggrieved employee, the Union, and the Employer.
- B. Upon appeal to arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) arbitrators. Such a request for a panel must be made within nine (9) months of intent of arbitration notice. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case may be) and the Employer shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The name remaining shall be selected as the arbitrator. The Union or employee may in their written request for arbitration include the names of two (2) arbitrators either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, then the FMCS procedure will be followed. Either party may request a second panel be provided by FMCS, as long as such request is made before the parties' striking of names, but each party may only

do so once. The arbitration hearing must be scheduled within nine months of selection of an arbitrator, unless both parties agree to additional time due to any reasonable scheduling difficulties.

- C. The arbitration hearing will be scheduled within thirty (30) calendar days from the date that the arbitrator is notified of his/her selection.
- D. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or at the request of the arbitrator. The arbitrator shall have thirty (30) working days after the hearing is concluded, or after receipt of briefs, to render his/her award and findings of fact.
- E. The decision of the arbitrator relating to the interpretation, enforcement, or application of the provisions of this Agreement shall be final and binding on the Employer, the Union and the employee. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise supplement or alter the express terms of this Agreement, or usurp any authority responsibility lawfully granted to the Employer.
- F. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory opinions, and shall be confined exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based on those findings of fact. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him/her at the arbitration hearing. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.
- G. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and waiver of any and all rights by the appealing party and all persons it represents.
- H. The cost and expense incurred by the arbitrator shall be shared equally by the parties involved in the arbitration proceeding. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating

to arbitration, that employee shall pay the Union's share of the arbitrator's costs and expenses.

ARTICLE 24: SEVERABILITY

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

ARTICLE 25: RESIDUAL RIGHTS CLAUSE

- 25.1 The Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.

- 25.2 All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

ARTICLE 26: RECAPITALIZATION EVENT

For purposes of this Article, if a “Recapitalization Event” occurs, it is defined as:

Recapitalization Event” means the closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other Applicable Law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars (\$3,000,000,000) or (ii) at least fifty percent (50%) of the net depreciated property, plant and equipment value of either JEA’s electric system or JEA’s water and wastewater system being transferred, assigned, sold or otherwise disposed of.

The effective date of a Recapitalization Event shall be the date of closing of a transaction that results in either of the above two contingencies occurring, or in the case of a series of related transactions, the date of a closing of a transaction that, when combined with other prior transactions in the series, results in either of the above two contingencies.

In the event of a Recapitalization Event, the terms of this Article will apply; conflicting provisions of this Agreement, (if any) will be superseded by the terms of this Article.

26.1 Pension

The parties understand and agree that Ordinance 2019-566 is currently being considered for enactment by COJ City Council. In the event of a Recapitalization Event, the parties agree that the retirement benefits and applicable timeframes shall be as described in the enacted ordinance, which is incorporated by reference as though fully set forth herein. It is recognized and agreed that the ordinance does not diminish any pension rights guaranteed under existing applicable law. Further, it is understood and agreed that in the event a Recapitalization Event occurs and there are conflicting provisions between the enacted ordinance and Article 12.10, the conflicting provisions of Article 12.10 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.

I. SUMMARY OF RECAPITALIZATION PENSION CHANGES

A. Employees Hired On or After October 1, 2017

Employees hired on or after October 1, 2017 – GEDC Plan. If still active employees on the date of the Recapitalization Event, they will be fully vested in their employer’s contributions and earnings credited up to the date of the Recapitalization Event.

B. Employees Hired Before October 1, 2017

In summary, upon a Recapitalization Event, employees shall be provided additional service credits for base pension benefit accrual purposes, to reach the earliest normal retirement date (*i.e.*, 5 years of service/age 65; 20 years of service/age 55; 30 years of service/under 55) that they would have reached had they continuously worked for JEA. Employees will be eligible to receive retirement benefits upon reaching the actual chronological age required by the earliest normal retirement date.

C. BACKDROP. Employees BACKDROP benefits under Chapter 120.214 do not change upon the occurrence of the Recapitalization Event. For example, an employee with 32 years of service credits at the Recapitalization Event may elect the same rights to BACKDROP benefits as they could have elected absent a Recapitalization Event.

D. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the AFSCME (*i.e.*, through contract negotiations, settlement, impasse proceedings, or litigation), then AFSCME shall receive the difference received by the other participating bargaining unit(s).

26.2 Employee Protection and Retention Program Agreement

Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into a Employee Protection and Retention Program Agreement (“Retention Agreement”), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).

The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.

JEA shall contractually require its successor to provide such guarantees to each eligible employee covered by this Agreement who was employed as of the Closing Date of a Recapitalization Event.

For purposes of this Agreement, and under the terms set forth in Exhibit E, JEA, as a condition of any Recapitalization Event, shall contractually require its successor to provide each employee covered by Exhibit E with the benefits set forth therein. Nothing in this section limits benefits otherwise available to employees hired after July 23, 2019.

In the event of a Recapitalization Event, and if there is a conflict between this section and Exhibit E, the terms of Exhibit E will control.

Upon the Union's request, JEA shall provide the Union with written notice of the documents that provide this contractual obligation to JEA's successor.

26.3 Disability Coverage

In the event of a Recapitalization Event, to bridge employees to the five (5) year minimum eligibility waiting period for Social Security Disability, employees will be provided a comparable disability insurance benefit up to five (5) years at no cost to the employee. Employees will be responsible for all applicable taxes related to disability benefit payments.

ARTICLE 27: ENTIRE AGREEMENT

- 27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, this section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 27.2 The Union has been provided with a copy of JEA policies and work regulations. A copy of any new or revised JEA policy or work regulations will be forwarded to the Union upon adoption.
- 27.3 All JEA policies and work regulations shall be posted in the appropriate areas.
- 27.4 If, during the term of this Agreement, a proposal to increase the rate of employee contributions to the pension system is considered by the Employer, the Employer and the Union shall meet, upon the request of either party, to consider and discuss the effect of such proposed legislation upon the employees in the bargaining unit.
- 27.5 Except as otherwise provided in the Agreement, this Agreement shall be effective from October 1, 2019, and shall remain in force until September 30, 2022.

APPENDIX A

Job Code	Job Name	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2240	Laboratory Technician	4	19/20	\$17.70	\$18.58	\$19.51	\$20.49	\$21.51	\$22.59	\$23.72
			20/21	\$18.32	\$19.24	\$20.20	\$21.21	\$22.27	\$23.39	\$24.56
			21/22	\$18.97	\$19.92	\$20.91	\$21.96	\$23.05	\$24.21	\$25.42
A001	Account Clerk	6	19/20	\$18.56	\$19.49	\$20.47	\$21.49			
			20/21	\$19.21	\$20.18	\$21.19	\$22.25			
			21/22	\$19.89	\$20.89	\$21.94	\$23.03			
2250 7076 7035	Office Support Associate Travel Coordinator Workforce Management Analyst	7	19/20	\$21.50	\$22.58	\$23.71	\$24.90	\$26.14	\$27.44	
			20/21	\$22.26	\$23.38	\$24.54	\$25.78	\$27.06	\$28.41	
			21/22	\$23.04	\$24.20	\$25.40	\$26.69	\$28.01	\$29.41	
A011	Account Clerk Senior Facilities Inspector Land Surveyor	8	19/20	\$21.50	\$22.58	\$23.71	\$24.90	\$26.14		
			20/21	\$22.26	\$23.38	\$24.54	\$25.78	\$27.06		
			21/22	\$23.04	\$24.20	\$25.40	\$26.69	\$28.01		
2309	Laboratory Analyst	9	19/20	\$22.58	\$23.71	\$24.90	\$26.14	\$27.44	\$28.82	
			20/21	\$23.38	\$24.54	\$25.78	\$27.06	\$28.41	\$29.83	
			21/22	\$24.20	\$25.40	\$26.69	\$28.01	\$29.41	\$30.88	
2901 2000 U122	Payroll Practitioner Purchasing Assistant Water Quality Technician Sr.	10	19/20	\$23.73	\$24.92	\$26.16	\$27.46			
			20/21	\$24.57	\$25.80	\$27.08	\$28.43			
			21/22	\$25.43	\$26.71	\$28.03	\$29.43			
L020	Construction Inspector I	11	19/20	\$23.98	\$25.17	\$26.43	\$27.75			
			20/21	\$24.82	\$26.06	\$27.36	\$28.73			
			21/22	\$25.69	\$26.98	\$28.32	\$29.74			
2251 2254	Administrative Support Asst. - AFSCME (RL) Weigh Clerk	12	19/20	\$25.45	\$26.72	\$28.05	\$29.45			
			20/21	\$26.35	\$27.66	\$29.04	\$30.49			
			21/22	\$27.28	\$28.63	\$30.06	\$31.56			
6737 2505	Electric Operations Associate MV90 Data Specialist	14	19/20	\$26.16	\$27.46	\$28.84	\$30.28	\$31.79	\$33.38	\$35.05
			20/21	\$27.08	\$28.43	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28
			21/22	\$28.03	\$29.43	\$30.90	\$32.44	\$34.07	\$35.76	\$37.55
2241 2004 2002	Laboratory Scientist Procurement Card Coordinator Purchasing Agent	15	19/20	\$28.84	\$30.28	\$31.79	\$33.38	\$35.05	\$36.80	\$38.64
			20/21	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	\$40.00
			21/22	\$30.90	\$32.44	\$34.07	\$35.76	\$37.55	\$39.43	\$41.40
2242	Laboratory Scientist Senior	16	19/20	\$30.43	\$31.95	\$33.55	\$35.23	\$36.98	\$38.84	\$40.78
			20/21	\$31.50	\$33.07	\$34.73	\$36.47	\$38.28	\$40.20	\$42.21
			21/22	\$32.61	\$34.23	\$35.95	\$37.75	\$39.62	\$41.61	\$43.69
L026	Construction Inspector II	17	19/20	\$30.88	\$32.42	\$34.05	\$35.74	\$37.53		
			20/21	\$31.96	\$33.56	\$35.25	\$36.99	\$38.85		
			21/22	\$33.08	\$34.74	\$36.49	\$38.29	\$40.21		
9501	Customer Advisor I	27	19/20	\$16.05	\$16.37	\$16.70	\$17.03			
			20/21	\$16.62	\$16.95	\$17.29	\$17.63			
			21/22	\$17.21	\$17.55	\$17.90	\$18.25			
9502	Customer Advisor II	28	19/20	\$17.89	\$18.43	\$18.99	\$19.56			
			20/21	\$18.52	\$19.08	\$19.66	\$20.25			
			21/22	\$19.17	\$19.75	\$20.35	\$20.96			
9503	Customer Advisor III	29	19/20	\$20.53	\$21.15	\$21.78	\$22.43	\$23.11	\$23.80	
			20/21	\$21.25	\$21.89	\$22.55	\$23.22	\$23.92	\$24.64	
			21/22	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.51	
9504	Customer Advisor IV	30	19/20	\$25.03	\$25.79	\$26.56	\$27.36	\$28.18		
			20/21	\$25.91	\$26.70	\$27.49	\$28.32	\$29.17		
			21/22	\$26.82	\$27.64	\$28.46	\$29.32	\$30.19		

Job Code	Job Name	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1022	Customer Advisor I <i>(Legacy)</i>	23	19/20	\$16.27	\$17.09	\$17.94	\$18.84							
			20/21	\$16.84	\$17.69	\$18.57	\$19.50							
			21/22	\$17.43	\$18.31	\$19.22	\$20.19							
1023	Customer Advisor II <i>(Legacy)</i>	24	19/20	\$20.56	\$21.28	\$22.03	\$22.79							
			20/21	\$21.28	\$22.03	\$22.80	\$23.59							
			21/22	\$22.03	\$22.81	\$23.61	\$24.42							
1024	Customer Advisor III <i>(Legacy)</i>	25	19/20	\$20.56	\$21.28	\$22.03	\$22.79	\$23.59	\$24.42	\$25.28	\$26.16	\$27.07	\$28.02	\$29.00
			20/21	\$21.28	\$22.03	\$22.81	\$23.59	\$24.42	\$25.28	\$26.17	\$27.08	\$28.02	\$29.00	\$30.02
			21/22	\$22.03	\$22.81	\$23.61	\$24.42	\$25.28	\$26.17	\$27.09	\$28.03	\$29.00	\$30.02	\$31.07
1025	Customer Advisor IV <i>(Legacy)</i>	26	19/20	\$21.58	\$22.34	\$23.13	\$23.93	\$24.77	\$25.64	\$26.54	\$27.47	\$28.43	\$29.43	\$30.45
			20/21	\$22.34	\$23.13	\$23.94	\$24.77	\$25.64	\$26.54	\$27.47	\$28.44	\$29.43	\$30.46	\$31.52
			21/22	\$23.13	\$23.94	\$24.78	\$25.64	\$26.54	\$27.47	\$28.44	\$29.44	\$30.46	\$31.53	\$32.63

APPENDIX B: CERTAIN TEMPORARY, PART-TIME OR SPECIAL PURPOSE EMPLOYEES

ARTICLE B-1: ARTICLES ADOPTED BY REFERENCE

The current provisions of Articles listed below of the Agreement reached between the JEA and the American Federation of State, County and Municipal Employees, Florida Council 79, (the Agreement) are hereby adopted by reference and made a part hereof.

Article 1:	Union Recognition
Article 2:	Union Security
Article 3:	Union Rights
Article 4:	Management Security
Article 5:	Management Rights
Article 6:	Labor/ Management Special Meetings
Article 7:	Union Activity
Article 8:	Bulletin Boards
Article 9.6:	Limited Emergency
Article 11.5	Meal Allowance
Article 11.7	Bilingual Supplement
Article 12.1	Employee Benefits
Article 14:	Leave Usage
Article 16:	Annual Leave Plan H
Article 19:	Job Postings/Internal Recruitment
Article 20:	Safety And Health
Article 21:	Comprehensive Alcohol & Drug Abuse Policy And Procedures
Article 23:	Grievance Procedure
Article 24:	Severability
Article 25:	Residual Rights Clause
Article 27:	Entire Agreement

ARTICLE B-2: GRIEVANCES AND SEPARATIONS

B-2.1 Grievance Procedure

- A. No eligible¹ employee has a right to the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 23 grievance procedure, provided that grievances of disciplinary actions may be processed only through Step II of the grievance procedure, and may not be taken to arbitration.
- B. Eligible employees may not grieve dismissals or separations from employment.

B-2.2 Separations

An eligible employee may be separated from employment with or without cause. Employees separated without cause shall receive ten (10) days' written notice of separation, or ten (10) days' pay in lieu of notice, or any combination thereof.

¹ Certain part-time, temporary, or special purpose employees will be referred as eligible employees.

ARTICLE B-3: HOLIDAYS

B-3.1 Eligible employees shall be entitled to compensation as provided for in sections B-3.2 and B-3.3 for the eleven (11) holidays below:

Date	Event
January First (1st)	(New Year's Day)
Third Monday in January	(Martin Luther King's Birthday)
Third Monday in February	(Presidents' Day)
Last Monday in May	(Memorial Day)
July Fourth (4th)	(Independence Day)
First Monday in September	(Labor Day)
November Eleventh (11th)	(Veterans' Day)
Fourth Thursday in November	(Thanksgiving)
Friday after Thanksgiving	
December Twenty-Fourth (24th)	(Christmas Eve)
December Twenty-Fifth (25th)	(Christmas Day)

B-3.2 Eligible employees who are not required to work on a holiday listed in section B-3.1 will be compensated at their regular hourly rate times the average number of hours they have worked per day during the six weeks before the holiday, (e.g. 40 hours a week worked – 8 hours pay; 30 hours a week worked – 6 hours of pay; 20 hours worked – 4 hours pay). However, no eligible employee who works less than forty (40) hours per week will receive compensation for a holiday unless the holiday is observed on a regular scheduled workday of the eligible employee

B-3.3 Eligible employees who are required to work on a holiday shall be compensated at one and one-half (1-1/2) times their straight time pay for all hours worked on the holiday, in addition to being paid for the holiday pursuant to section B-3.2.

ARTICLE B-4: HOURS OF WORK AND OVERTIME PAYMENT

B-4.1 Schedules

Eligible employees' work schedules shall be set at the sole discretion of the appropriate manager.

B-4.2 Overtime

- A. Eligible employees shall be required to work overtime when and as required. The manager or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of compensable overtime hours among the work-force, the Employer shall provide, as far as practicable, equal distribution of overtime hours among regular and eligible employees.
- B. Eligible employees shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of 40 hours per week.

With the approval of the manager, the employee may elect to receive compensatory time in lieu of cash. Such election and approval shall be made on forms provided by the Employer. An employee may accrue to a maximum of 40 hours of compensatory time. When the maximum has been reached, compensation for additional overtime worked shall be in the form of cash. The Employer may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave will continue to be honored.

- C. An employee who is called in to work outside of, and not continuous with, his/her regularly scheduled working hours shall be compensated for the time worked at the straight time rate until the employee has worked forty (40) hours for the week, at which time the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE B-5: WAGES

- B-5.1 Part-time, temporary, or special purpose employees shall be paid at the hourly rate applicable to step one of the step pay plan shown in Appendix. Part-time, temporary, or special purpose employees are not eligible for a step increase.
- B-5.2 Schedule Premium
Part-time, temporary, or special purpose employees will be paid Scheduled Premium as provided for in Article 11.3.
- B-5.3 Standby Payment:
Part-time, temporary, or special purpose employees will be paid Standby Payment as provided for in Article 11.2.
- B-5.4 Incentive Program:
At its sole discretion, the Employer may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work related improvements, provided the Union is informed in writing of any such programs.

ARTICLE B-6: INJURY IN LINE OF DUTY

Any eligible employee who sustains a temporary disability as a result of accidental injury in the course of, and arising out of, employment by the Employer shall only be entitled to the benefits payable under the Workers' Compensation Laws of the State of Florida.

ARTICLE B-7: LIFE INSURANCE

The Employer shall provide five thousand dollars (\$5,000.00) group term life insurance for all eligible employees, at no cost to the employee.

Eligible employees who are covered by the group term life insurance policy may purchase additional coverage in the amount of five thousand dollars (\$5,000.00) or ten thousand dollars (\$10,000.00) at their own expense.

ARTICLE B-8: JURY AND WITNESS DUTY

An eligible employee who works less than forty (40) hours per week shall have his/her work schedule adjusted to accommodate jury and witness duty. Forty-hour employees shall be governed by the provisions of Articles 12 and 13 in the Agreement.

ARTICLE B-9: MILITARY LEAVE

Eligible employees shall be paid for military leave at their regular hourly rate times the average number of hours they have worked per day during the six weeks prior to the military leave. (e.g. 40 hours a week worked - 8 hours pay; 30 hours a week worked - 6 hours of pay; 20 hours a week worked - 4 hours pay).

ARTICLE B-10 BEREAVEMENT LEAVE

Eligible employees may be granted up to two (2) days off without loss of pay as bereavement leave not otherwise chargeable upon the death of the employee's spouse, child, mother, father, grandmother or grandfather. Bereavement leave of one (1) day shall be granted upon the death of other members of an eligible employee's immediate household.

ARTICLE B-11: MATTERS NOT ADDRESSED

To the extent any provision of the Agreement reached between the JEA and the American Federation of State, County, and Municipal Employees, Florida Council 79, is not adopted herein by reference, or is not specifically addressed in this Appendix B, said provision is null and of no effect as it relates to employees covered by this Appendix B.

APPENDIX C - SAFETY SENSITIVE POSITIONS - DEFINITIONS AND KEY

ABBREVIATION	Definition
DISPATCH OF VEHICLE	Responsible for dispatch of emergency vehicles (either emergency response/public safety vehicles or other vehicles in emergency situations).
MAINT OF VEHICLE	Maintenance of the type and kind that if performed improperly could result in danger to the occupants/users or other employees or members of the public near the vehicle/equipment.
CHAUFFEURS OTHER EMPLOYEES	Chauffeurs other employees as part of assigned duties.
HANDLE HAZARDOUS MATERIALS OR EQUIP (INCLUDES GUNS & OTHER SAFETY EQUIPMENT)	Transports, mixes, handles, uses, hazardous materials, or is responsible for equipment carrying current, fluids or gas that could endanger the public or employees.
CDL LICENSE	Operates CDL classified vehicles.
SUPERVISES CHILDREN	Supervises children or is responsible for the security of children.
OPERATES./ DIRECTS LARGE EQUIPMENT	Operates/directs large trucks and/or construction equipment.
HAZARDOUS EQUIPMENT./ CONDITIONS	Performs hazardous/perilous work and/or works where the individual may cause harm to himself or others.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	Guards the safety of co-workers and/or public.
IMMEDIATE MANAGEMENT RISK	Duties require drug prevention-foreknowledge of identities of individuals to be tested.
SPECIAL LICENSE	Any position that requires specialized licensing by city, state, or federal law or regulation which involves additional medical and/or background investigations. The existence of a special license requirement may be used for the purpose of supporting a safety-sensitive designation but shall not be sufficient in and of itself to require a safety-sensitive designation.
ENFORCE DRUG POLICY	Enforces drug policy (interdiction and discipline).
STORE ILLEGAL SUBSTANCES	Handles, files and/or stores illegal substances.
SYSTEMS OPERATOR	Design, construction, maintenance, inspection & operation of systems carrying current, fluids or gas that could endanger the public or employees or regulates, maintains, repairs traffic signal devices.
SUPV/SAFETY SENSITIVE POSITION	Directly supervises a safety sensitive position.
ACCESS/CRIMINAL INVESTIGATION INFO	Works with or has access to information or documents pertaining to criminal investigations.
EMERGENCY RESPONSE REQUIRED	Responds under emergency conditions.

APPENDIX D – REBUTTAL FORM



EMPLOYEE REBUTTAL TO A LETTER OF COUNSELING

Date: _____

Employee Name: _____ EIN _____

Department/Cost Center _____

Manager Issuing Letter of Counseling _____

Letter of Counseling Issue Date _____

Employee Statement

APPENDIX E – EMPLOYEE PROTECTION AND RETENTION PROGRAM AGREEMENT

EXHIBIT E

THIS EMPLOYEE PROTECTION AND RETENTION PROGRAM AGREEMENT (this “Agreement”) is made effective as of the [_____] day of [_____] , 2019, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville (“JEA”), and [Name] (the “Employee”).

RECITALS:

WHEREAS, all JEA employees perform valuable services for the customers and citizens they serve;

WHEREAS, JEA provides a work environment which emphasizes safety and a positive culture;

WHEREAS, JEA operates in a rapidly evolving business climate to provide energy, water and wastewater utility services;

WHEREAS, the Board approves of JEA exploring strategic options to ensure that it continues to serve its customers and citizens in a cost-effective and reliable way;

WHEREAS, JEA desires to recognize the past and continued service of its employees;

WHEREAS, in recognition of the Employee obtaining performance standards that shall be individually determined and evaluated based on the Employee’s proportionate contribution to JEA, JEA desires to award the Employee a retention payment subject to, and conditioned upon, the occurrence of a Recapitalization Event on the terms and conditions set forth herein; and

WHEREAS, all full-time employees who are actively employed with JEA on July 23, 2019 are eligible to receive a retention payment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, JEA and the Employee agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings given to them in this Section 1. Certain other terms are defined elsewhere in this Agreement.

(a) “Applicable Law” means any constitution, law, statute, ordinance, rule,

regulation, regulatory requirement, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision.

(b) “Board” means the Board of Directors of JEA.

(c) “Cause” means (x) in the case where the Employee has an employment agreement, consulting agreement or similar agreement in effect with JEA at the time of grant of the Retention Payment that defines a termination for “cause” (or words of like import), “cause” as defined in such agreement or (y) in the case where the Employee does not have an employment agreement, consulting agreement or similar agreement in effect with JEA at the time of grant of the Retention Payment or where there is such an agreement but it does not define “cause” (or words of like import):

(i) the Employee has been convicted of, pled guilty or no contest to or entered into a plea agreement with respect to, (A) any felony under Applicable Law or (B) any crime involving dishonesty or moral turpitude;

(ii) the Employee has engaged in (A) any willful misconduct or gross negligence or (B) any act of dishonesty, violence or threat of violence, in each case with respect to this clause (B), that would reasonably be expected to result in a material injury to the JEA Group;

(iii) the Employee willfully fails to perform the Employee’s duties to the JEA Group and/or willfully fails to comply with lawful directives of the Board;

(iv) the Employee materially breaches any term of any contract to which the Employee and any member of the JEA Group is a party; or

(v) the Employee materially breaches any term of this Agreement;

provided that, with respect to clauses (iii), (iv) and (v) and if the event giving rise to the claim of Cause is curable, JEA provides written notice to the Employee of the event within thirty (30) days of JEA learning of the occurrence of such event, and such Cause event remains uncured fifteen (15) days after JEA has provided such written notice; provided further that any termination of the Employee’s employment for “Cause” with respect to clause (iii), (iv) or (v) occurs no later than thirty (30) days following the expiration of such cure period.

Notwithstanding the foregoing, to the extent that this definition of “Cause” is inconsistent with an applicable definition of “cause” (or words of like import) in any applicable and lawful collective bargaining agreement or the applicable and lawful Civil Service and Personnel Rules and Regulations of the City of Jacksonville (the “Civil Service Rules”), the definition of “cause” (or words of like import) in such collective bargaining agreement or the Civil Service Rules shall control.

(d) Section Reserved.

(e) "Code" means the Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance issued thereunder.

(f) "Confidential Information" means information not generally known, not released pursuant to Chapter 119, Florida Statutes, or not available outside the JEA Group and information entrusted to the JEA Group in confidence by third parties, including, without limitation, all technical data, trade secrets, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the JEA Group (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers and customers, information relating to lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information. Notwithstanding the foregoing, JEA recognizes the applicability of Chapter 119, Florida Statutes.

(g) "Disability" means (i) if JEA provides long-term disability insurance to its employees generally and if JEA's long-term disability plan defines the term "disability," then the same meaning as in JEA's long-term disability plan or (ii) if JEA does not provide long-term disability insurance to its employees generally, a condition that renders the Employee unable to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment as determined by JEA's absence management vendor; provided, however, that JEA's absence management vendor has no obligation to investigate whether Disability exists unless the Employee or representative thereof puts JEA on notice within ninety (90) days after the Employee's termination of employment.

(h) "Involuntary Termination" means, with respect to the Employee, (i) a termination of the Employee's employment by any member of the JEA Group without Cause, (ii) a termination due to such Employee's death or Disability, or (iii) subject to approval by the Board, a requirement that Employee relocate their regular work location outside of a 75 mile radius (as measured from the JEA Tower, 21 West Church St., Jacksonville).

(i) "JEA Group" means JEA and its affiliates, assigns, subsidiaries and successors.

(j) "Recapitalization Event" means the closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other Applicable Law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars (\$3,000,000,000) or (ii) at least fifty percent (50%) of the net depreciated property, plant and equipment value of either JEA's electric system or JEA's water and wastewater system being transferred, assigned, sold or otherwise disposed of. The "Closing Date" of a Recapitalization Event shall be the date of closing of a transaction that results in either of the above two contingencies occurring, or in the case of a series of related transactions, the date of a closing of a transaction that, when combined with other prior transactions in the series, results in either of the above two

contingencies.

(k) “Retention Period” means, respectively, a two (2)-year period following the Recapitalization Event as follows: (i) with respect to the first Payment Installment, the period from July 23, 2019 through the Closing Date; (ii) with respect to the second Payment Installment, the period from the Closing Date through the first anniversary of the Closing Date; and (iii) with respect to the third Payment Installment, the period from the first anniversary of the Closing Date through the second anniversary of the Closing Date.

2. Agreement to Provide Retention Payment. Subject to the terms of this Agreement (including the conditions set forth below), the Employee shall be entitled to receive a cash payment in the aggregate amount of _____ which is 100% of the Employee’s annual base salary that was in effect on July 23, 2019) (the “Retention Payment”). The Retention Payment shall vest in three (3) equal installments (each, a “Payment Installment”) on the Closing Date, the first anniversary of the Closing Date and the second anniversary of the Closing Date (each such date, a “Vesting Date”). The Payment Installments shall be paid to the Employee as soon as reasonably practicable after each applicable Vesting Date, but in any event no later than thirty (30) days after the applicable Vesting Date. For the avoidance of doubt, in no event shall the Employee be entitled to receive any amounts in excess of the Retention Payment under this Agreement.

3. Conditions to Receipt of the Retention Payment. The Employee’s right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee’s continuous employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee’s execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville (“Release”) in a form reasonably satisfactory to JEA; (d) the Employee’s compliance with the covenants set forth in Section 6; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 6, JEA shall not pay the Employee the Retention Payment (to the extent unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty-one (21) or forty-five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.

4. Agreement to Provide Employee Protection. The terms of JEA Board Resolution 2019-07 are incorporated into this agreement, which such resolution requires that an invitation to negotiate or other competitive solicitation outcome must achieve, among other things, maintenance of substantially comparable employee compensation and benefits for three years. For three years following the Recapitalization Event, the Employee is guaranteed substantially comparable compensation and benefits in effect

at the Closing Date (“Employee Protection Benefit”). In the event the Employee is Involuntarily Terminated as defined by Paragraph (h) before the end of the three year period, the Employee shall continue to receive the Employee Protection Benefit for the remainder of the three year period. The Employee Protection Benefit shall only apply to full-time JEA employees employed on the Closing Date, and any remedy for breach of this provision shall only be against and recovered from a successor entity to JEA.

5. Involuntary Termination. Notwithstanding the provisions of Section 3(b), if the Employee ceases to be employed with any member of the JEA Group during a Retention Period due to an Involuntary Termination, the Employee shall be eligible to receive the entire amount of the Retention Payment (to the extent unpaid) and the Payment Installments shall vest on the applicable Vesting Dates. Any amount payable pursuant to this Section 5 shall be paid to the Employee at the same time as the Payment Installments (to the extent unpaid) would have been paid had there been no termination of employment.

6. Covenants. The Employee shall comply with the following covenants:

THIS SECTION 6 IS NOT INTENDED TO USURP THE EMPLOYEE’S RIGHTS, DUTIES OR RESPONSIBILITIES AS A CITIZEN OF THE STATE OF FLORIDA; HOWEVER, THIS SECTION 6 IS INCLUDED TO ENSURE THAT JEA AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES COMPLY WITH ITS AND THEIR CONFIDENTIALITY OBLIGATIONS UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, LAWS GOVERNING THE DISCLOSURE OF MATERIAL NON-PUBLIC OR CONFIDENTIAL INFORMATION.

(a) Cooperation. While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee’s employment with the JEA Group and following the Closing Date and/or the Employee’s separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.

(b) Confidentiality.

(i) *Protection of Information.* The Employee acknowledges and agrees that the confidentiality provision contained in this Section 6(b) is essential to protect JEA’s goodwill, its ability to diligently serve its customers, the value of JEA’s business and assets and the investor relations that JEA has expended significant resources to develop. Subject to applicable limitations of Chapter 119 and Section 215.425(5), Florida Statutes, the Employee shall keep confidential this Agreement and its terms; provided that the Employee may provide this Agreement on a confidential basis to his or her legal counsel,

accountant, and/or tax advisor. In addition, at all times during the Employee's relationship with the JEA Group and thereafter, the Employee agrees to hold in strictest confidence and not disclose Confidential Information to any individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, without prior written authorization from JEA, and not to use Confidential Information, except to perform the Employee's obligations to the JEA Group, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Employee's or of others who were under confidentiality obligations as to the item or items involved. The Employee further agrees not to make any copies of Confidential Information, except as authorized in writing in advance by JEA.

(ii) Confidential Disclosure in Reporting Violations of Law or in Court Filings. The Employee acknowledges and JEA agrees that the Employee may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. The Employee may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

7. Tax Withholding. The JEA Group shall be entitled to make deductions from the Retention Payment in respect of any applicable income and employment tax, up to the maximum amount permitted by Applicable Law, subject to the JEA Group's normal withholding procedures.

8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of JEA and its successors and assigns, and the term "JEA" whenever used in this Agreement shall mean and include any such successors or assigns. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee or his or her

beneficiaries or legal representatives, except by will or by the laws of descent and distribution. Notwithstanding the foregoing, in the event of the death of the Employee, payments that otherwise would have been made to the Employee shall instead be made to the Employee's estate.

10. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, applicable to contracts to be executed and performed entirely therein, regardless of the laws of any other jurisdiction that might otherwise govern due to applicable conflicts of laws principles.

11. Arbitration. Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by Applicable Law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto shall be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claim. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules of Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in Duval County in the State of Florida before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten (10) years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator shall be final, conclusive, unappealable and binding on the parties. Subject to Applicable Law, the arbitration proceeding and any and all related awards, relief or findings shall be confidential, except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award. The Employee, if covered by any lawful collective bargaining agreement, shall be able to arbitrate such dispute per the rules set forth in the applicable collective bargaining agreement.

12. Entire Agreement; Modification. This Agreement contains the entire understanding and agreement between the parties relating to the Retention Payment and supersedes and replaces all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, by or among the parties with respect thereto (none of which remain of any force or effect). This Agreement, including this Section 12, may be modified only by agreement in writing signed by both JEA and the Employee.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts (including via facsimile or .pdf file), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

14. Waiver. Any failure of the Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA's Vice President of Human

Resources (or his or her delegate). Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by the Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.

15. Survival. The provisions of this Agreement are intended to survive the Employee's termination of employment.

16. Severability. If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to Applicable Law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

17. Collective Bargaining; Civil Service Rules. If or as required, JEA shall collectively bargain this Agreement with unions representing covered bargaining unit employees of JEA. This Agreement shall not be interpreted to be inconsistent with the Civil Service Rules, as applicable.

18. Penalties. In the event that any payments under this Agreement to the Employee are subject to any excise tax, interest or penalties under the Code (the "Penalties"), the JEA Group shall pay to the Employee an amount equal to the full amount of the Penalties. Such payment is intended to place the Employee in the same economic position the Employee would have been in if the Penalties did not apply and shall be calculated in accordance with such intent. Notwithstanding anything to the contrary contained herein, the JEA Group shall not make the Employee economically whole for Penalties caused by, relating to or arising from the Employee's breach of this Agreement or the Employee's failure to comply with his or her obligations under Applicable Law.

19. Compliance with Applicable Law. No provision of this Agreement shall be deemed to violate Applicable Law and this Agreement shall be interpreted in accordance with this intent.

20. Right to Seek Legal Counsel. The Employee acknowledges that the Employee has the right to review this Agreement with legal counsel of the Employee's choosing before signing it and that he or she was encouraged and advised to consult with an attorney prior to signing it.

21. Determinations. All determinations regarding the Retention Payment, including the amount, if any, of any Payment Installment payable to the Employee, shall be made in accordance with the terms of this Agreement, and shall be final, conclusive and binding on all parties.

22. Section Headings. The section headings are included for convenience and are not intended to limit or affect the interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

JEA

By _____

Name: Aaron F. Zahn

Title: Managing Director/CEO

EMPLOYEE

Name:

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IN WITNESS WHEREOF, WE, the Negotiating Teams for the parties hereto have set our hand this 30th day of September 2019.

IN WITNESS WHEREOF, WE, the Negotiation Teams for the parties hereto set our hand on this, 30th day of September 2019.

JEA

Charna Flennoy
Charna Flennoy

Maryanne Evans
Maryanne Evans

Tom Wigand
Tom Wigand

Paul McFadden
Paul McFadden

Deborah Beaver
Deborah Beaver

Nick Evans
Nick Evans

Robert Growcock
Robert Growcock

Kort Parde
Kort Parde

AFSCME

Torrence Johnson
Torrence Johnson, Organizer/Staff Representative
AFSCME 79

Kathleen Crowe
Kathleen Crowe

Joy Varner
Joy Varner, Vice President, Local 429

Michael Butler
Michael Butler, Negotiating Team, Local 429

Nicole Holt
Nicole Holt, Negotiating Team, Local 429

Sandra Johnson
Sandra Johnson, Negotiating Team, Local 429

Krystal Oellerich
Krystal Oellerich

Approved by the American Federation of State, County and Municipal Employees, Florida Council 79, on this 30th of September, 2019.

Torrence Johnson
Torrence Johnson, Organizer/Staff Representative, AFSCME 79

Approved by the American Federation of State, County and Municipal Employees, Florida Council 79, this 30th day of September 2019.

Torrence Johnson
Torrence Johnson, Organizer/Staff Representative, AFSCME 79

Approved by the Jacksonville City Council on this 26th day of November, 2019.

Managing Director/ CEO

Council President

1 Introduced by the Council President at the request of JEA:
2
3

4 **ORDINANCE 2019-727 -E**

5 AN ORDINANCE APPROVING THE COLLECTIVE
6 BARGAINING AGREEMENT BETWEEN JEA AND THE
7 AMERICAN FEDERATION OF STATE, COUNTY AND
8 MUNICIPAL EMPLOYEES, FLORIDA COUNCIL 79, LOCAL
9 429 (AFSCME), SUCH AGREEMENT COMMENCING
10 OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2022;
11 PROVIDING AN EFFECTIVE DATE.
12

13 **WHEREAS**, on September 24, 2019, the JEA Board met and
14 reviewed the agenda item regarding the Collective Bargaining
15 Agreement between JEA and the American Federation of State, County
16 and Municipal Employees, Florida Council 79, Local 429 (AFSCME), a
17 copy of the agenda item is attached hereto as **Exhibit 1**; and

18 **WHEREAS**, the JEA Board has authorized the JEA Chief Executive
19 Officer to approve the Collective Bargaining Agreement between JEA
20 and the the American Federation of State, County And Municipal
21 Employees, Florida Council 79, Local 429, (AFSCME); and

22 **WHEREAS**, on September 20, 2019 the American Federation of
23 State, County And Municipal Employees, Florida Council 79, Local
24 429, (AFSCME) ratified the Collective Bargaining Agreement between
25 JEA and the the American Federation of State, County And Municipal
26 Employees, Florida Council 79, Local 429, (AFSCME); and

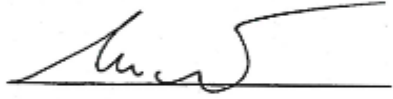
27 **WHEREAS**, the JEA Board has requested that the City Council
28 approve the Collective Bargaining Agreement between JEA and the
29 American Federation of State, County and Municipal Employees,
30 Florida Council 79, Local 429 (AFSCME); now therefore

31 **BE IT ORDAINED** by the Council of the City of Jacksonville:

1 Section 1. JEA and the American Federation of State,
2 County and Municipal Employees, Florida Council 79, Local 429
3 (AFSCME) Agreement Approved. That certain Collective Bargaining
4 Agreement between JEA and the American Federation of State, County
5 and Municipal Employees, Florida Council 79, Local 429 (AFSCME), a
6 copy of which is On File with the Legislative Services Division,
7 and by this reference is made a part hereof, is hereby approved.
8 Said Collective Bargaining Agreement is for a term commencing
9 October 1, 2019 and ending September 30, 2022.

10 Section 2. Effective Date. This ordinance shall become
11 effective upon signature by the Mayor or upon becoming effective
12 without the Mayor's signature.

13
14 Form Approved:

15 
16 _____

17 Office of General Counsel
18 Legislation Prepared By: Sean B. Granat

19 GC-#1308862-v1-JEA_AFSOME.docx
20

ORDINANCE 2019-727-E
CERTIFICATE OF AUTHENTICATION
ENACTED BY THE COUNCIL
November 26, 2019



SCOTT WILSON
COUNCIL PRESIDENT

DEC 02 2019

ATTEST:



DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: _____



LENNY CURRY, MAYOR

