

AGREEMENT BETWEEN



AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

LOCAL 2358



October 1, 2019 – September 30, 2022

TABLE OF CONTENTS

| | |
|--|-----|
| Preamble | 3 |
| Article 1 - Recognition and Unit Determination..... | 4 |
| Article 2 - Rights of Employer..... | 5 |
| Article 3 - Rights of Employees..... | 7 |
| Article 4 - Rights of the union | 9 |
| Article 5 - The Agreement and Its Relations to Law and Regulations | 10 |
| Article 6 - Special Meetings | 12 |
| Article 7 - Union Representation | 13 |
| Article 8 - Hours of Work and Overtime | 16 |
| Article 9 - General Working Conditions..... | 25 |
| Article 10 - Leave Usage | 32 |
| Article 11 - Annual Leave..... | 37 |
| Article 12 - Recapitalization Event..... | 40 |
| Article 13 - Annual Leave (Plan H)..... | 43 |
| Article 14 - Military Leave | 45 |
| Article 15 - Other Leaves of Absence..... | 46 |
| Article 16 - Holidays..... | 50 |
| Article 17 - Insurance and Benefits | 52 |
| Article 18 - On the Job Injury | 56 |
| Article 19 - Supplemental Pay | 58 |
| Article 20 - Administration Of The Pay Plan | 62 |
| Article 21 - Grievance Procedure | 67 |
| Article 22 - Arbitration | 70 |
| Article 23 - Bulletin Boards and Communications..... | 72 |
| Article 24 - Safety and Training | 73 |
| Article 25 - Controlled Substance Abuse and Testing..... | 76 |
| Article 26 - Discipline and Discharge..... | 86 |
| Article 27 - Equal Employment Opportunity..... | 88 |
| Article 28 - Severability..... | 89 |
| Article 29 - Term, Approval, and Amendments | 90 |
| Appendix A – Pay Grades..... | 91 |
| Appendix B - Federal Highway Administration & Random Testing For Safety Sensitive Positions Controlled Substance And Alcohol Use Testing Program Procedure..... | 95 |
| Appendix C - Safety Sensitive Positions Definitions And Key..... | 98 |
| Appendix D - Grievance Form | 99 |
| Appendix E – Employee Protection and Retention Agreement..... | 102 |

PREAMBLE

This Agreement is entered into on this First Day of October, 2019, by and between JEA and Local #2358, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". It is the intent and purpose of the parties hereto to promote and improve the efficient administration of JEA and the wellbeing of employees within the meaning of collective bargaining laws and regulations; to establish a basic understanding relative to matters affecting working conditions; to provide means for amicable discussion and adjustment of matters of mutual interest; and to implement mutually agreed upon rates of pay, wages, hours of employment and other terms and conditions of employment; to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between the JEA, its employees, and the Union.

During the term of this Collective Bargaining Agreement, it shall be binding upon the Union and JEA, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. During the term of this Collective Bargaining Agreement JEA shall require the transferee to assume and adopt the terms and conditions of this Agreement and to recognize the Union as the sole bargaining agent for the employees covered by this Agreement. JEA agrees to make this a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement.

The parties agree that this Agreement shall be applied impartially to all employees in the Unit. Days- referenced in this Agreement shall be calendar days unless specifically stated otherwise. Gender- In applying the meaning of this Agreement, the masculine includes the feminine and neutral, and vice versa.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT DETERMINATION

- 1.1** Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, JEA recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 2 of this article as per Public Employee Relations Commission. The Union recognizes the responsibility of representing the interest of all employees in the Unit without discrimination and without regard to Union membership with respect to matters affecting their general working conditions, subject to the expressed limitations set forth in this Agreement.
- 1.2** The recognized Unit includes all classified employees who are employed by JEA, in the specific classifications included in Exhibit "A" found in the back of this Agreement. Specifically excluded are all managerial, supervisory, and confidential employees within the meaning of Section 447.203 (4) and (5), Florida Statutes, and employees included in the Units having exclusive recognition in accordance with Chapter 447, Florida Statutes.
- 1.3** Management will place an electronic copy of this Agreement on the JEA intranet site, which will include any associated amendments, Memorandums of Agreements or Memorandums of Understandings. Such posting of this Agreement will also serve the purpose of calling employees' attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.
- 1.4** A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner. When the Agreement has been ratified by all parties, the Agreement will be reproduced by JEA in a quantity sufficient for all work locations and bargaining unit members. The Union will reimburse JEA for one-half of the cost of reproduction. The Union shall be responsible for distributing the Agreement to all members of the bargaining unit.

ARTICLE 2 - RIGHTS OF EMPLOYER

- 2.1** When making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions wherein JEA has discretion, JEA shall not violate the obligations imposed by this Agreement, and Chapter 447, Florida Statutes.
- 2.2** a. Except as otherwise provided in this Agreement, JEA retains all the rights and functions of Management that it has by law. Without limiting the generality of the above statement, these rights include:
1. Direction and arrangement of working forces, including the right to suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons.
 2. The determination of services to be rendered.
 3. The locations of the business activities including the establishment of new ones and the relocation and/or closing of old ones.
 4. The determination of financial policies including accounting procedures, as well as cost of services and customer relations.
 5. The determination of the Management organization of all activities.
 6. The right to take disciplinary action shall be the exclusive prerogative of Management.
 7. The maintenance of discipline and control and use of JEA property.
 8. The right to establish quality standards and judgment of workmanship required.
 9. The scheduling of operations and the number of shifts.
 10. The right to enforce rules and regulations in effect and which it may issue from time to time.
- b. It is further agreed that the above detailed enumerations of Management rights shall in no way be deemed to exclude any other Management prerogatives that may not have been specifically enumerated.
- c. The Union recognizes and agrees that JEA retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights; and, specifically, that nothing in this Agreement shall be construed as delegating to another, the authority

conferred by law on any member or official of JEA, or in any way abridge or reduce such authority.

ARTICLE 3 - RIGHTS OF EMPLOYEES

- 3.1** Each employee of the Unit has the right, freely and without fear of penalty, to join, and assist the Union or to refrain from such activity, and each employee shall be protected in the exercise of this right. It is the intent of this section to inform employees of their rights and to assure them that no interference, restraint, coercion, or discrimination will be permitted to encourage or discourage membership.
- 3.2** Employees when in a supervisory or managerial/confidential position shall not officially represent the Union, when his/her official assigned duties might result in a conflict of interest during working hours. Union officers and officially designated stewards may decline temporary upgrade or provisional appointments in order to avoid conflict of interest with official duties, without the fear of reprisal.
- 3.3**
- a. Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of membership in said organization and likewise, no employee shall be discriminated against for non-membership in the Union and neither the Union nor any employee shall attempt to intimidate or coerce any JEA employee into joining said organization. Management agrees not to discriminate or intimidate for or against the Union, its officers, or its members, for membership therein, or for any service that they may perform because of such membership or office provided such performance is not detrimental to the mutual interests of JEA and its employees.
 - b. JEA will deduct regular Union dues from an employee's biweekly pay upon receipt of written authorization from that employee. JEA will remit such deduction to the Union within thirty (30) calendar days from the date of deduction. JEA may assess a charge not to exceed six (6) cents per deduction per payroll. The Union will notify JEA in writing thirty (30) calendar days prior to any change in its regular dues structure. An employee may revoke his/her authorization for dues deduction at any time by submitting written notice of such revocation to JEA Employee Services, with a copy to the Union. Such revocation will be processed by JEA upon receipt to become effective as soon as possible.
- 3.4** Nothing in this Agreement shall be construed to prevent any JEA employee from presenting at any time his/her own grievances in person or by legal counsel to JEA, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the 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 grievances.

- 3.5** An employee has the right to request union representation, if the employee has a subjective belief that questioning by JEA could lead to disciplinary action against the employee.

When an employee, who is entitled to union representation, requests union representation, JEA will postpone the questioning of the employee for a reasonable time to allow the appropriate union steward or other union representative to attend the meeting.

- 3.6** No official or representative of either JEA or of the Union shall interfere with, restrain, coerce, intimidate, or take reprisals against any employee for appearing, testifying, or furnishing evidence during any investigation or hearing procedure. Provided, however, that nothing herein shall prohibit JEA from taking disciplinary action against any employee for proper cause.

ARTICLE 4 - RIGHTS OF THE UNION

- 4.1** The Union shall have the right and responsibility to present its views to JEA at the appropriate level as provided by this Agreement. If either party so requests, JEA and the Union agree to meet promptly in an effort to resolve the matter which created the concern, in accordance with Article 6 of this Agreement.
- 4.2** It is understood and agreed that the official spokesperson for said Union in any matters pertaining to this labor agreement shall be in the following sequence: the President, Vice President or designated alternate. Such designation shall be accomplished in writing or electronic mail to Labor Relations in advance of the absence except when an unforeseen emergency has rendered the President incapable of making any type of notification.
- 4.3** The official spokesperson for the Union shall have the right to visit any employees who are covered in the Unit at any work location, providing such visits are not detrimental to the efficient operations of the work being performed by the employees at any given time or place. Upon entering an area of a supervisor, he/she shall notify the supervisor of his/her presence and purpose.
- 4.4** There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union except that the certified bargaining agent shall not be required to process grievances for employees who are not members of the organization. This shall not be construed as prohibiting the Union from pursuing a grievance requested by any member of the bargaining unit if the Union deems it appropriate to the interests of the members of said Unit.
- 4.5** Any items stipulated in Article 2.1, pertaining to matters covered by this Agreement, formulated after the effective date of this Agreement, shall not be implemented, except in emergencies, prior to notification to the Union, by copy of such items. If the Union wishes to discuss such items, a special meeting may be requested as outlined in Article 6.1.
- 4.6** JEA will send the Union a list of bargaining unit employees hired, retired, and terminated during the previous month. This report will be generated and distributed at the end of each month.
- 4.7** At new hire orientation JEA will provide to each new hire an orientation packet produced by the IBEW and approved in advance by JEA.

ARTICLE 5 - THE AGREEMENT AND ITS RELATIONS TO LAW AND REGULATIONS

- 5.1** It is agreed and understood that the administration of all matters covered by this Agreement, JEA, the Union and the employees of the bargaining unit are governed by existing or future laws and regulations of the State and the City of Jacksonville, including provisions as set forth in Chapter 447, Part II, Florida Statutes.
- 5.2**
- a. JEA 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)(1), Florida Statutes.
 - b. 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)(1), Florida Statutes.
 - c. If the exercise of a management right or an alteration by JEA of the status quo has a collective impact upon established wages, hours, or other terms and conditions of employment of bargaining unit employees, JEA will engage in collective bargaining negotiations upon demand by the Union.
- 5.3** The Union and its officers, agree that during the life of this Agreement; that, they shall have no right to engage in any work stoppage, slowdown or strike, the consideration of such provision being the right to a resolution of disputed questions. JEA shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph.
- 5.4**
- a. Any recommended classification and/or organizational changes [including reallocation of position(s)] initiated by JEA which affect the bargaining unit will be presented in writing to the Union when the recommended changes have been drafted in a final form by JEA Employee Services.
 - b. JEA will notify the Union President in writing of any recommended classification and/or organizational changes, including the names of affected employees.
 - c. Employees shall communicate any comments on recommended classification and/or organizational changes to the Union and not directly to JEA.
 - d. The Union will be given fifteen (15) calendar days from the date the recommended changes are transmitted to the Union within which to respond and/or to notify JEA that the Union intends to submit a written statement of its position on the recommended changes.

- e. The Union will thereafter submit to the JEA a written statement of its position on the recommended changes, and will also provide a written statement that the Union has waived its time allowed under the Civil Service and Personnel Rules for responding to the recommended changes.
 - f. Unless extended by mutual agreement, the Union's written statement must be submitted to JEA not later than thirty (30) calendar days from the date the recommended changes are transmitted to the Union.
- 5.5** JEA and the Union agree that the reason for this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent, productive and efficient work force. JEA and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it.
- 5.6** JEA will provide access to its Policies and Procedures, upon publication or revision.
- 5.7** Promotional Examinations. JEA shall post notices of scheduled promotional examinations at least ten (10) working days prior to the closing date for that examination (the close date for accepting application.) There shall be at least five (5) working days between the closing date (for accepting applications) and the date of the examination. Therefore, there shall be at least fifteen (15) working days between the announcement of the job and the date of the examinations. Permanent employees in the promotional eligible class (es) within the department shall have the opportunity to review a copy of their completed /graded examination questions and answers.

(1) If any provision of a collective bargaining agreement is in conflict with any law, ordinance, rule, or regulation over which the chief executive officer has no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule, or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining agreement shall not become effective.

ARTICLE 6 - SPECIAL MEETINGS

- 6.1** JEA and the Union will meet and discuss matters of mutual interest applicable to this Agreement upon the written or electronic mail request of either party. The written or electronic mail request shall state the subject matter to be discussed, and the reason for requesting the meeting. Failure to provide either the subject matter or the reason for requesting the meeting shall automatically negate the request. Discussion shall be limited to the subject matter set forth in the request, and it is understood that the meeting shall not be used to renegotiate this Agreement. The meeting shall be held within ten (10) calendar days of the written or electronic mail request and at a time and place mutually agreeable to both parties. JEA and the Union shall have the right to recommend corrections to any problem pertaining to the subject matter under discussion. JEA or the Union will respond in writing to the other party concerning the matter(s) discussed within ten (10) calendar days of the meeting. Time limits to meet and /or respond may be extended by mutual agreement between JEA and the Union.
- 6.2** JEA agrees, in the interest of enhancing communications with the Union, to provide the President of the Union with a copy of the JEA Board Meeting Agenda prior to each regular meeting.

ARTICLE 7 - UNION REPRESENTATION

- 7.1** a. The Union shall furnish Labor Relations, over the Seal of the Union, the names of all elected officers of the Union and any changes thereto.
- b. The President of the Union shall furnish JEA, in writing and shall maintain on a current basis, the names and assignments of all stewards/alternates. A copy will be furnished to each affected Vice President, Director, Manager, and Labor Relations. Stewards will not be allowed to function as such until the above written notification is received.
- 7.2** Commensurate with the provisions of this Agreement recognized Union Representatives shall be permitted to exercise their responsibility to advance the best interests of and to represent Unit employees. It is further agreed that no Union Representative shall be denied any right or privilege otherwise entitled to because of his/her serving as a Union Representative.
- 7.3** JEA shall recognize one (1) President and one (1) Vice-President so designated by the Union. The President, or in his/her absence, the designated alternate will serve as the official point of contact for all Union business pertaining to this Agreement between JEA and the Union.
- 7.4** JEA recognizes nineteen (19) Union stewards designated by the Union.
- Each steward will be selected from Unit employees of their respective assigned segments/ centers; however, exceptions may be considered on an individual basis when mutually agreed in writing; and only represent those Unit employees assigned to that specified segment/center to serve as alternate steward in the event of the absence of the chief assigned steward. It is understood that any reorganization in specified segments/ centers may require a change in number of stewards. The Union will be given advance notice in these cases in order to accomplish the change concurrently.
- 7.5** Union stewards shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their jurisdiction. Stewards must notify and secure approval of their immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall have his/her time recorded before he/she leaves the job. Upon entering the area of a supervisor other than his/her own, he/she shall notify that supervisor of his/her presence and purpose. Stewards will only be granted time off under this provision when they are requested by an employee in the bargaining unit to assist him/her in his/her grievance. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, but only to such extent as does not neglect, retard, or interfere with the work or duties of other employees. In such circumstances, Management will provide a time for the employee(s) to submit his/her grievance within the provisions of this Agreement. It is acknowledged that only one (1) steward will need to work on

specific grievances from an employee in the bargaining unit. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

- 7.6** JEA will recognize the stewards duly authorized by the Union. All work centers of the Unit will be divided into sections by mutual agreement between JEA and the Union. In case of multiple shift operations within a section, any steward assigned to that section even though on another shift, may represent the employees of either shift and shall do so without wage cost to JEA because of his/her activities as a steward on a shift other than his/her own.
- 7.7** No compensation shall be made for steward's activities in representation of employees when such activities require the steward's presence during shifts other than his/her normal shift.
- 7.8**
- a. Each employee may, by written authorization, contribute one (1) hour or more of his/her accrued vacation/annual/personal leave time toward a pool of time to be used for official Union business.
 - b. JEA agrees to provide one thousand nine hundred eighty-four (1,984) non-cumulative hours to a pool on the first of each contract year for use only by the President; however, when the President is on leave, another Union official designated by the President may use the hours in the one thousand nine hundred eighty-four (1,984) hour pool, provided that the total use of the pool does not exceed one thousand nine hundred eighty-four (1,984) hours.
 - c. The Union shall request the use of this time, by submitting a written request to the appropriate manager, at least two (2) working days in advance, unless the advance notice is waived by the manager, and provided the employee's absence will not interfere with system operations. The approved original of the "Request for Pool Time Withdrawal" form shall be forwarded to Labor Relations for accounting purposes. The number of employees who may be off at any one time shall be limited to three (3) unless waived by Labor Relations for Union training or seminars sponsored by the International or Union itself.
 - d. Use of such pool time by the Union shall only be authorized by the official Union spokesperson.
- 7.9** When requested by JEA, specified representatives of the Union will be allowed time off without loss of pay from regularly scheduled work to attend meetings designated by JEA. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, compensation shall be paid by JEA for time outside of regular working hours and working days. This provision excludes negotiations.

7.10 Negotiations

- a. In addition to the Business Manager, the Union will be allowed up to ten (10) negotiation team members to be released without loss of pay. These members will be allowed time off without loss of pay from regularly scheduled work to attend negotiation meetings. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, no compensation shall be paid by JEA for time outside of regular working hours and working days.
- b. JEA will provide ten (10) Union negotiation team members time off without loss of pay from regularly scheduled work to attend up to three (3) working days or twenty-four (24) hours of negotiation prep meetings. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, no compensation shall be paid by JEA for time outside of regular working hours and working days.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 For accounting purposes, the standard workweek for all employees shall be from 0000 Monday through 2400 Sunday.

8.2 Employees who are tardy without providing advanced notice to their immediate supervisor or without adequate explanation for their failure to give notice in advance or without proper cause may be sent home without pay. For purposes of this paragraph “tardy” means not at the designated work area / job station fully ready to perform one’s duties.

Each department, section, area, or team shall formulate a set of rules governing reporting time and attendance requirements. The department, section, area, or team shall consider input and comments from the union when formulating or amending the rules.

8.3 Annual leave, personal leave, annual military training leave, union pool time, leave while on the active payroll due to an on-the-job injury, authorized paid leave (excluding Parental Leave), holiday pay, and paid rest time shall be construed as time worked.

The parties agree that “holiday pay” only applies when an observed holiday falls on an employee’s normally scheduled shift and the employee does not work the holiday – those hours are to be considered “time worked” for the purpose of calculating overtime.

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

a. **Shift Employees:**

1. **Eight Hour Shift**

The standard work week shall be eight (8) hours for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least eighty (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.

2. **Twelve Hour Shift**

The work schedule shall consist of twelve (12) hours for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least eighty (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 the shift is demonstrated by the Employer to be understaffed to the point where additional personnel are required to work the shift to avoid suspension of production.

b. **Non-shift Employees:**

1. **Eight Hour Work Schedule**

The regular work schedule shall consist of five (5) eight (8) hour work days, Monday through Friday.

2. **Ten Hour Day Work Schedule**

The ten hour work day shall consist of four (4) ten (10) hour work days, Monday through Friday. If the schedule does not include four (4) consecutive work days, then the schedule will be rotated through the crews/employees on a regular basis. Volunteers and special employee situations will be considered.

3. **Extended Work Week Schedule**

In those activities requiring work schedules other than the regular eight (8) hour work schedule, the eight (8) hour shift schedule, the ten-hour-day work schedule or the twelve-hour shift schedule, the work schedule shall consist of forty (40) hours week or at least eighty (80) hour equivalent pay bi-weekly and may begin on any day of the week.

No employee assigned to this extended 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 scheduled starting time

No employee assigned to this extended work week shall be scheduled for more than twelve (12) Saturdays and twelve (12) Sundays per fiscal year unless the employee volunteers.

Note: When employees in the Electric Transmission and Distribution areas are assigned to an extended work week schedule, it shall be during their "Standby" week, and shall include two (2) consecutive days off.

Note: Employees in the Meter Services Area assigned to an extended work week schedule shall not be scheduled on Sundays, but may be scheduled up to twenty-four (24) Saturdays.

Note: When employees are assigned to an extended work week schedule it shall include two (2) consecutive days off, unless otherwise mutually agreed upon.

JEA shall provide a sixty (60) calendar day advance notice of Saturday/Sunday workweeks to the affected employees and the Union in the form of a “draft” schedule, recognizing that on occasion, for things such as, but not limited to, new hires and other personnel movements could result in any given employee not receiving the advance notice.

c. **Assignment to Extended Work Week Schedules:**

Each Director or Manager shall, within each of his/her departments, sections, areas, or teams, and consistent with normal organizational alignment, formulate a set of rules governing the assignment of employees to Extended Work Week Schedules. These rules, so far as may be practicable and consistent with the efficient performance of work to be done, shall be reasonable and shall distribute assignments to Extended Work Week Schedules equally among the employees in their respective classifications normally performing the same types of work in each assigned plant, crew, or work area. The rules shall provide for rotation of Extended Work Week Schedules among all employees, and for the preference of volunteers over required scheduling. Any violation of the rules required by this provision shall be remedied in accordance with the provisions of the applicable rules. Any substantive amendments to the rules shall be furnished to the Union forty-five (45) calendar days prior to the intended date of implementation.

d. **Relief Employees**

1. A relief employee is defined as an employee who may work a shift or a non-shift schedule on relief. Relief employees are treated as shift employees for the purpose of other provisions in this Agreement provided, however, that any shift employee who has been 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 16.2a) for any holiday that occurs during the period of such assignment.

2. The normal/regular workweek for relief employees is scheduled in five (5) consecutive eight (8) hour days, Monday through Friday, or in four (4) consecutive ten (10) hour days, Monday through Thursday, or Tuesday through Friday. These hours, however, may be changed as needed to any combination of eight (8), ten (10), or twelve (12) consecutive hour days, Monday through Sunday, totaling at least eighty (80) hours biweekly pay for that biweekly pay period. (The Troubleshooter working relief pursuant to this section may also be included within the Extended Work Week Schedule referenced above)
3. A minimum of sixteen (16) hours' notice will normally be given for relief assignment outside an employee's normal/regular hours of work.
4. Changes in work schedule shall be rotated equally among relief employees as far as practicable and be consistent with the efficient performance of work to be done. If the relief employee has already worked forty (40) hours during the week and the need arises for additional employees to work, the overtime list and procedure will be followed. Approved leaves will be honored to the extent reasonably practicable when changing work schedules of relief employees.

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 change. Except as provided by law, any proposed changes will not be implemented until negotiations are completed in accordance with Chapter 447, Part II, Florida Statutes.
2. Except as otherwise provided in this Agreement, twenty (20) hours' notice will be required before changing an employee's normal/regular work schedule. If notice of a schedule change is not given as provided herein, the first eight (8) hours worked under the new schedule will be paid at one and one-half (1 ½) times the employee's regular rate of pay. If the eight (8) hour work period extends into a time period where premium pay is normally paid, such as a holiday or after forty (40) hours in a workweek, premium pay will not be duplicated. Further with regard to any holiday, the ordering of an employee to work, work overtime, or take time off on that holiday, shall not be considered a change in work schedule.
3. All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal/regular workday and requiring employees to report early on overtime. Management shall give as much advance notice as possible, and no such request shall be unreasonably made.

4. Twenty (20) hours advance notice shall normally be given in the case of scheduled overtime which involves the performance of routine work on non-scheduled work days.
5. (a) In order to avoid overtime, Management may give up to four (4) or eight (8) hours' time off respectively to any shift employee scheduled to work either an eighty-four (84) or eighty-eight (88) hour biweekly schedule, whenever that employee is, in Management's discretion, not needed to maintain adequate operation. This, however, shall not result in a reduction below eighty (80) hours biweekly pay for that biweekly period. Whenever practicable, Management will honor the employee's preference of the hours to be taken off.
- (b) If a shift employee is notified before he/she reports to work that he/she will receive up to four (4) or eight (8) hours' time off pursuant to 5 (a) above, but is later notified that he/she will be required to work his/her normal schedule, that employee will earn a meal allowance.
6. Employees who are reassigned mid-schedule, either from a Tuesday through Saturday schedule to a Monday through Friday schedule, or vice versa, and are thereby required to work on their normal day off will earn overtime on that day.
7. Non-shift employees assigned to the Extended Work Week Schedule who want their assigned Extended Work Week off may find a volunteer who will switch schedules for that entire work week; provided that any such switch in schedules must be approved in advance by the manager, and that the employee who substitutes must be appropriately qualified, as determined by Management to perform the required work.
8. When an employee is called out 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 shift, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and additional meals at five (5) hour intervals.

When an employee is required to work beyond his/her scheduled quitting time for two (2) hours or more, he/she shall be entitled to a meal break two (2) hours after his/her scheduled quitting time and at five (5) hour intervals thereafter if he/she continues to work.

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 work day, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and at five (5) hour intervals thereafter, if he/she continues to work.

- 8.5.** a. 1. Union and JEA recognize that in the interest of preventing outage and/or restoring service to customers, there is a requirement for the

employees covered by this Agreement to respond to emergency call-outs. All employees are also required to work overtime when and as required. JEA and the Union agree that Management shall determine the necessity for overtime work and the employees are obliged to work overtime for emergencies as determined by JEA.

2. If an employee is required to work overtime on a scheduled day off in whole or in part, the employee will be reimbursed for direct cost forfeited due to cancellation of reservations, excess travel etc., provided action is taken by the employee to minimize the forfeited costs, the employee notifies the Manager of the conflict when overtime is scheduled, and further, that satisfactory documentation of the employee's payment of forfeited costs is furnished to Employer.

- b. It is the inherent nature of employment in the utility industry that employees will need to be contacted from time to time in order to determine their availability to work overtime during a system emergency. Any employee who cannot be regularly and frequently contacted may be subject to disciplinary action. Specific standards/requirements will be included in process/department/segment overtime procedures.
- c. Employees and/or crews shall be assigned in accordance with process/department/segment distribution of overtime lists on a daily or weekly basis.
- d. JEA recognizes that it may be inconvenient for individuals to work overtime and it will give due consideration to each request for relief from overtime work

8.6 PREMIUM PAY

- a. Overtime hours worked shall be paid at the following rates:
 - 1. For those employees assigned to an eight hour work schedule, one and one-half (1 ½) times an employee rate of pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

For those employees assigned to the ten (10) hour day, overtime shall commence after ten (10) hours daily or forty (40) hours per week.

Non Shift employees scheduled to work twelve (12) or more hours a day shall receive normal paid meal time. For those assigned to the twelve (12) hour day, overtime shall commence after twelve (12) hours daily or forty (40) hours per week. There will be no daily threshold for overtime in any week the employee has leave without pay.
 - 2. Two (2) times an employee's regular rate of pay for hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. An employee on double-time shall remain on double-time until released. Compensation for overtime shall be in cash.

3. Compensation for overtime shall be in cash. However, an employee may elect to receive compensatory time, which shall be accrued at the applicable compensatory time rate of pay for each hour of overtime worked. Employees will be allowed to accrue up to two-hundred and forty (240) hours of compensatory time. However, JEA may pay off any amount of accrued compensatory time at any time, provided that any prior approved request for compensatory time off will continue to be honored. Accrued compensatory time will also be paid off at the employee's request.
- b. Minimum pay for call out:
1. An employee who is called in to work outside of and not contiguous with his/her normally/regularly scheduled working hours shall be compensated for four (4) hours at the applicable overtime rate provided he/she reports to work at the designated time and place within sixty (60) minutes of being called. If the employee does not report to the designated location within sixty (60) minutes of being called, the employee shall be compensated for three (3) hours. If an employee is dispatched to more than one (1) job before the end of the basic three (3) or four (4) hour work period, no extra time will be allowed. Minimum time provided herein does not apply if an early call-in extends into the start of the employee's regular work period.
 2. An employee who is authorized by management to do work from his/her house outside of and not contiguous with his/her normally/regularly scheduled work hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.
 3. If an employee who is scheduled to report for overtime not contiguous with his/her normally/regularly scheduled working hours, and receives notice of cancellation less than seven (7) hours from his/her scheduled starting time, he/she shall be paid two (2) hours pay at the applicable overtime rate.

Scheduled

1. Minimum of 2 hours for scheduled overtime
 2. If an employee who is scheduled to report for his/her normally/regularly scheduled working hours, and receives notice of cancellation less than seven (7) hours from his/her scheduled starting time, he/she shall be paid (2) two hours normal rate of pay.
- c. Pay for call back before the end of the rest period. If an employee who has started a rest period, as provided for in section 8.10, is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all

hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.

- d. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement provided; however, the employee shall be paid at the highest rate of premium pay earned.

- 8.7**
 - a. Each Director or Manager shall, within each of his/her process/department/segment, section, area special projects or schedules, formulate a set of rules governing the distribution of overtime consistent with the normal organizational alignment. These rules, so far as may be practicable and consistent with the efficient performance of work to be done, shall be reasonable and shall distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned plant, crew, or work area. It is understood that the sharing of overtime shall not delay nor increase the JEA's cost of operation. Violation of the rules required by this Section 8.7 shall require two (2) hours compensation at one and one-half (1/2) times an employee's rate of pay.
 - b. Management agrees to notify the Union in writing at least thirty (30) calendar days before implementing changes in the rules.
 - c. When operational considerations preclude Management from providing the Union with the thirty (30) calendar days prior notice specified in b. above, the Union will be immediately notified of the intended implementation of the changes.

- 8.8** Each assigned work area shall keep its overtime record in hours, and each record shall be kept current on a biweekly basis. Upon request, a copy of this overtime record shall be furnished to the Union stewards in each respective area. A copy shall be posted on bulletin boards biweekly.

- 8.9** Upon prior approval by the manager or designee, employees of the same classification working normally/regularly scheduled hours may exchange hours of work within the work week with one another provided no overtime or inconvenience is caused to JEA.

- 8.10**
 - a. An employee who has worked sixteen (16) hours or more in a twenty four (24) hour period, without an eight (8) hour break, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work.
 - b. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.
 - c. If the rest period under the provisions of this Article extends into the basic workday, the employee shall lose no time thereby. If the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period or part thereof shall not be included as part of the

eight (8) hour rest period. * Overtime pay for these extended hours will be paid in accordance with the applicable overtime rate.

* Example:

If the rest period starts at 6 am and the normal lunch break is from 12 Noon to 1 pm, the employee will report to work at 3 pm

If the rest period starts at 5 am and the normal lunch break is from 1 pm to 2 pm, the employee will report to work at 2 pm

If the rest period starts at 4:30 a.m. and the normal lunch break is from 12 Noon to 1 pm, the employee will report to work at 1:30 pm

- d. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a workday.
- e. If the end of the employee's rest period occurs within two (2) hours of the end of the employee's basic workday, the employee's manager has sole discretion, not subject to grievance or arbitration, to release the employee without loss of pay for the remainder of the workday.

ARTICLE 9 - GENERAL WORKING CONDITIONS

- 9.1** Employees shall not be required to work outdoors during severe weather unless such work is necessary to protect life or property, or to maintain pre-existing service to the public. The manager or his/her designee shall be responsible for observing this clause, monitoring weather conditions and ensuring that conditions do not present an imminent danger to the employee. Appropriate rain gear and other special equipment shall be provided for those employees who are usually required to work in wet weather. A sufficient supply shall be attempted to be kept on hand. Employees shall be compensated for any lost time during regular working hours on account of severe weather. It is acknowledged that JEA has the right to assign employees to duties not necessarily in their job classification during severe weather.
- 9.2** JEA will continue to furnish initially, tools, equipment and secure storage as necessary for the job. The employee will exercise due caution in the care of the tools and equipment assigned to him/her, and exert every reasonable effort to prevent his/her tools and equipment from being lost or stolen. When, due to wear or breakage, a tool or piece of equipment is no longer safe in the judgment of his/her first level management personnel, the employee shall turn in the defective item to his/her first level management personnel for replacement. If an employee's hand tools are lost, stolen or damaged through negligence of the employee, it will be his/her responsibility to replace those tools.
- 9.3**
- a. All employees covered by this Agreement shall keep their manager informed in writing at all times of their home or living quarters address and a telephone number by which their emergency contact person_spouse and/or their next of kin may be reached in the event of a medical emergency. JEA shall be entitled to rely on the last address and telephone number furnished to it by an employee and JEA shall have no responsibility to the employee or his/her next of kin for the failure to receive any kind of notice. This information shall be regarded as personal and confidential and shall be used only for official JEA business within the provision of State Statutes.
 - b. All employees shall furnish a telephone number by which he/she may be reached immediately in the event of a system emergency. Failure to do so shall be grounds to prohibit subject employees from working planned overtime.
- 9.4** 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.

- 9.5** It is acknowledged that an employee's primary responsibility in respect to gainful employment should be JEA. No employee shall knowingly engage in any business or transaction or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her duties.
- 9.6** All formulated policies and procedures dealing with the lateral transfer of employees will be posted. Changes to policy and procedures will not be implemented prior to a discussion with the Union.
- 9.7**
- a. All personal protective equipment must be approved by JEA.
 - b. JEA shall provide one (1) pair of prescription safety eyeglasses and one (1) pair of prescription safety sunglasses to employees whose job duties require their use. JEA shall pay the fees for fitting such prescription safety eyeglasses and prescription safety sunglasses.
 - c. JEA shall replace or pay the cost of repairing an employee's prescription safety eyeglasses and prescription safety sunglasses, to include all fitting fees, issued by JEA, broken or damaged during the performance of his/her assigned duties, provided that such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or his/her failure to use proper eye protective equipment where provided by JEA.
 - d. JEA shall pay the cost of adding UV protection to JEA provided prescription safety eyeglasses and prescription safety sunglasses for employees who work outdoors.
 - e. JEA shall replace dentures or contact lenses, broken or damaged during the performance of his/her assigned duties provided such breakage did not result from normal wear and tear, negligence, misuse, or failure to use proper protective equipment where furnished by JEA.
 - f. JEA may, at its sole discretion, replace or repair personal items destroyed or damaged as a result of work related activities through no fault of the employee. In no event will the cost of such replacement or repair exceed \$300. This provision shall not be subject to grievance or arbitration.
- 9.8** When requested or required to use his/her privately owned vehicle on official business, an employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations for all miles actually driven (but for no more than the usual travel route) between assigned destinations. No reimbursement,

however, will be paid for mileage to a work location when the employee is notified before the end of the workday or earlier to report to a different work location at the beginning of the employee's next workday.

The Union recognizes that employees may be assigned take home vehicles. As with all forms of JEA equipment, based on JEA's operational needs, JEA retains sole discretion to assign, rescind and otherwise manage vehicles. The Union recognizes that represented employees may be assigned take home vehicles based upon operational needs, and is subject to change from time to time as determined by JEA. Should a take home vehicle assignment be ended, the employee will be given 30 calendar day notice.

9.9 With their Director's prior approval, employees authorized to have a company-provided cell phone to perform JEA business may instead elect to use his/her personal cell / smart phone for such purposes. Employees who are approved for use of personal cell / smart phones will receive a \$50.00/month stipend. As it is a personal item, the Employee will remain solely responsible for data plan, repair/replacement and all other expenses related to their personal cell/ smart phone. With a 30 day notice the manager and/or the employee will have the opportunity to opt out.

9.10 During the term of this Agreement, JEA agrees to supply to the Union, at their written request, but not more than four (4) times a year, the following information pertaining to the members of the bargaining unit: employee name, employee number, date of birth, date of employment, current classification, date appointed to current classification, date of last salary increase excluding service raise, current monthly salary, mailing addresses on file and service raises. Information furnished will be subject to clerical corrections.

9.11 SAFETY SHOES

- a. JEA will provide one (1) pair of safety shoes per fiscal year (October 1 to September 30) to each employee whose duties require their use.
- b. Employees who are newly hired or who transfer for the first time into a job whose duties require safety shoes will be provided two pairs of safety shoes.
- c. Management may issue additional pairs of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purposes of this subsection, management has the sole discretion to determine whether to issue an additional pair of safety shoes, whether a pair of safety shoes is worn out, and whether the wear is the result of regular use.
- d. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes as required.

9.12 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 IBEW 2358

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 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 during a declared emergency 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 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.

9.13 MUTUAL AID WORK

- a. JEA employees may be sent to other utilities or organization to help assist restoring their essential services (e.g., electric, water, sewer). When employees are performing such mutual aid work for other utilities or organizations, they shall receive 2 (times) their normal rate of pay for all hours actually worked including travel time to and from the assisted organization.
- b. Each Director or Manager shall, within each of his/her process/departments/segment, section, area formulate a set of rules governing Mutual Aid Work. These rules, so far as may be practical and consistent with the efficient performance of work to be done, shall be reasonable and shall distribute the opportunity for Mutual Aid Work equally among the employees in their respective classifications.

ARTICLE 10 - LEAVE USAGE

10.1 LEAVE USAGE (GENERIC)

- a. Employees, when eligible and authorized, may use their annual, or personal leave upon written/-electronic application to their manager or designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted by the immediate manager or designee with the approval of the, Director or designee.
- b. Annual, compensatory time 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. Annual, or personal leave may be taken for the illness of the employee, spouse, children/step-children, parents/step-parents, parents-in-law, grandparents, or other relatives who permanently reside with the employee.
- d. An employee will be allowed to charge seventy-two (72) hours of undocumented unscheduled annual or personal leave for illness, injury, or emergency concurrent or intermittent in the previous twelve (12) months. Thereafter, documentation verifying the need for the unscheduled absence will be required for each unscheduled absence. The documentation can be a physician's certified statement, an invoice showing the date of service and nature of the problem, accident report, etc. In addition, JEA may require a statement whenever an employee's unscheduled absences demonstrate an abuse of this provision. An abuse of this provision may be demonstrated by a pattern of unscheduled absences or by specific instances of abuse. JEA will notify the employee prior to requiring a statement, whenever it feels that a pattern of unscheduled absence demonstrates a possible abuse of this provision.

Note: Undocumented unscheduled leave is any such unscheduled time off that is not accompanied by a statement documenting the need for the unscheduled absence.

Note: Under this provision, if an employee is absent more than one (1) day consecutively, then only the first day of absence shall be counted as unscheduled leave.

- e. Undocumented leave in excess of seventy-two (72) hours in the previous twelve (12) months shall be grounds for disciplinary action.
- f. Unauthorized and/or unscheduled leave without pay in excess of three (3) days in the previous twelve (12) months shall be grounds for dismissal.

Note: Unauthorized leave without pay is any time taken off without Management's approval.

Unscheduled leave is leave without prior request (acknowledged by the manager) of at least 24 hours or by the end of the employee's previous normal/regular workday, whichever is less. At management's sole discretion, the time requirement of at least 24 hours or by the end of the employee's previous normal/regular workday may be waived and request be considered scheduled leave.

- g.
 - 1. All non-shift employees are required to notify the appropriate designated individual as early as possible and no later than the start of his/her normal workday when he/she is unable to report for work because of illness, injury, or emergency. Shift employees shall notify the appropriate designated individual no later than one (1) hour prior to shift starting time when he/she is unable to report for work because of illness or injury. Employees failing to comply with this provision may not be allowed to charge their absence to annual, or personal leave and shall be recorded as absent without Management approval, unless notification could not be made due to an emergency.
 - 2. Notification may be accomplished by leaving a message on voice mail, provided that the message is followed by a personal telephone conversation with the appropriate designated individual within thirty (30) minutes after leaving the message on voice mail. Notification may be accomplished by a member of the employee's immediate family; provided, however, that the manager or designee may insist on speaking directly to the employee before approving the absence.
 - h. Shift employees shall notify the appropriate manager or designee at least four (4) hours in advance of their intent to return to work following an illness or an injury; provided, however, employees on day shift will notify the appropriate manager or designee at least one (1) hour in advance. If an employee who fails to provide such advance notice reports to work and arrangements have already been made for a substitute, the returning employee may be sent home without pay for the work day, and that employee will not be allowed to charge the day's absence to annual, or personal leave.
 - i. Annual or personal leave for illness will not be granted for any sickness, injury, or disability arising from a felony level illegal act on the part of the employee.
 - j. Absences for illness or emergency may be subject to investigation.

- k. Accrued annual or personal leave may be taken at any time when authorized. Leave of five (5) days or more must be requested at least five (5) working days in advance of the leave unless waived by the Vice President, Director, Manager or designee. Scheduling will be accomplished on a seniority basis in classification for the first request of five (5) or more consecutive working days, provided that the request is submitted prior to March 31st of each calendar year. Denial of requested leave must be substantiated on the basis that granting of such leave would be detrimental to the efficient operations of the system. Requests for accrued annual or personal leave usage of less than five (5) consecutive workdays must be submitted at least twenty-four (24) hours in advance unless the annual or personal leave is for illness or emergency.
- l.
 - 1. The minimum amount of annual, compensatory time, or personal leave to be taken and charged shall be in one tenth (1/10) hour increments.
 - 2. Employees on eight (8), ten (10), and/or twelve (12) hour day schedules shall be charged eight (8), ten (10), and/or twelve (12) hours leave respectively for a day off from work.
- m. If a legal holiday falls within a scheduled annual, vacation, or personal leave period, annual, vacation or personal leave shall not be charged for that day. When a scheduled overtime day, for rotating shift workers falls within a scheduled annual, vacation, or personal leave period, annual, vacation, or personal leave shall not be charged nor overtime paid for that day.
- n. An eligible employee who is out of work because of an on-the-job injury may use annual leave or personal leave to remain on the payroll, under the conditions established in this section.
 - 1. 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 all allowable periods of workers' compensation;
 - (c) The employee provides the Employer with a written request to use his/her accrued leave to remain on the payroll.
 - 2. When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave so charged shall be the minimum amount in one-tenth (1/10) of a 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.

3. 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.
- o. Notwithstanding any other provisions of this Agreement, the Employer shall have the unilateral and ultimate right to alter annual leave, compensatory time, or personal leave schedules for proper cause and/or emergencies that may occur. In such cases, the Employer will reimburse the employee for any non-refundable expenses incurred as a result of the cancellation or alteration of the employee's annual leave, compensatory time, or personal leave plans.
- p. Applying for and Scheduling Leave
1. The Employer, in determining compensatory time, annual leave, and personal leave schedules, will take into account the seniority and wishes of the employees as to time of vacation so far as the needs of the Employer will permit.
 2. All employees will submit an electronic/written tentative annual, vacation, and personal leave schedule requests to the Employer by March 31. Following receipt of written/electronic annual leave, compensatory time and personal leave schedule requests, the Employer will schedule employees for the leave requests on the basis of seniority in classification or seniority in segment subject to operational considerations. The Employer will make the annual, vacation, and personal leave schedule available to employees for review.
 3. All requests for annual leave, compensatory time, and personal leave, including changes to the annual leave, compensatory time, and personal leave schedule established pursuant to subsection 2 that are submitted after March 31 will be processed on a first come, first served basis, and are subject to operational considerations.
 4. Nothing in this article shall require the Employer to grant an employee's request for annual leave, compensatory time, and personal leave when the granting of such a request would adversely impact the Employer's operations.

10.2 ANNUAL, PERSONAL AND RETIREMENT LEAVE USAGE

- a. In order to ensure the health and welfare of the employee, JEA and the Union encourage employees to take a minimum of ten (10) work days annual or personal leave per contract year. Employees are encouraged to retain eighty (80) hours in their annual or personal leave account in case of serious personal illness. Retaining less than eighty (80) hours shall not be grounds for denial of a leave request that does not exceed the employee's accrued annual or personal leave balance.
- b. 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.
- c. 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.
- d. JEA shall permit an employee to defer up to the full value of the employee's annual leave, personal leave, and retirement leave accrued as of the time of the employee's retirement, but only to the extent permitted under Section 457 of the Internal Revenue Code (as amended from time to time), any regulations promulgated pursuant thereto, and the provisions of the deferred compensation plan under which an employee is a participant.

10.3 ANNUAL LEAVE USAGE

Annual leave shall not be charged an employee for an absence due to an on-the-job injury until and unless the employee has exhausted the allowable period of Workers' Compensation leave and desires to use his/her annual leave for the benefit of remaining on the regular payroll. The amount of annual leave to be charged, for the purpose of maintaining the employee on regular pay status, shall be the minimum amount in hourly increments to equal the difference between Workers' Compensation payments and the employee's regular pay.

ARTICLE 11 - ANNUAL LEAVE

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

- a. Employees hired on or after October 1, 1968, and before October 1, 1989;
- b. Employees hired prior to October 1, 1968, but chose not to remain subject to former sick leave and terminal leave policies in April, 1969;
- c. Employees hired prior to October 1, 1968, who chose on or before September 30, 1978, to become subject to this provision.

11.2 a. Employees shall accrue annual leave with pay according to the following schedule on a biweekly basis:

| <u>YEARS OF SERVICE</u> | <u>HOURS PER YEAR</u> |
|--|-----------------------|
| Upon completion of 0 months through 4 years..... | 160 |
| Upon completion of 4 years through 9 years | 184 |
| Upon completion of 9 years through 14 years | 208 |
| Upon completion of 14 years through 19 years | 232 |
| Upon completion of 19 years through 24 years | 256 |
| Upon completion of 24 years or more | 280 |

- b. Annual leave will accrue biweekly 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 of employment.
- d. Annual leave shall be earned during the first year of employment.

11.3 Annual leave shall accrue to a maximum of 840 hours. Any accrual over that amount shall be paid for on an hourly basis. These payments shall be made as soon as practicable but no later than the second pay day in November each year. Eligible employees, in lieu of payments, may credit excess annual leave over 840 hours to his/her retirement leave account up to a maximum of 840 hours in that

account. To be eligible, an employee must have been hired prior to October 1, 1978 and remained continually employed since that date.

11.4 It is understood and agreed that employees represented by IBEW 2358 who qualify for and desire to sell back unused accrued leave will be required to complete the JEA form designating the hours of such unused accrued leave they desire to sell back to JEA. It is understood and agreed that this form shall be completed and returned by such employees to JEA's Payroll Department (T-6) no later than the end of the previous fiscal year. Such option is not available to an employee who would have less than eighty (80) hours annual leave remaining after such payments. Such payments will be made no later than the second payday in November and comply with such other requirements of the Internal Revenue Service as may then be in effect.

11.5 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.

- a. Retirement leave may be taken either immediately prior to the 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.

11.6 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. Employees, however, who are discharged for stealing, sabotage, or illegal possession or use of drugs, shall forfeit pay for their unused accrued annual leave earned during the contract year.

- 11.7** 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.
- 11.8** a. 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 his/her treating physician(s) to return to work, the employee shall be returned to the same job if:
1. The employee is capable of satisfactorily performing the job.
 2. The employee would have retained the job had he/she not been injured.
 3. The job 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 his/her treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his/her former job, JEA 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/she is qualified, if necessary, reclassifying 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/she is qualified and able to perform may be considered a resignation.

ARTICLE 12 - 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.

12.1 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 17.4, the conflicting provisions of Article 17.4 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 IBEW 2358 (*i.e.*, through contract negotiations, settlement, impasse proceedings, or litigation), then IBEW 2358 shall receive the difference received by the other participating bargaining unit(s).

12.2 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.

12.3 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 13 - ANNUAL LEAVE (PLAN H)

13.1 This article shall apply to all permanent, probationary, and provisional employees hired on or after October 1, 1989.

13.2 a. Employees shall accrue annual leave with pay for all straight time hours worked according to the following schedule on a biweekly basis:

| <u>YEARS OF SERVICE</u> | <u>HOURS PER YEAR</u> |
|--|-----------------------|
| Upon completion of 0 months through 4 years | 160 |
| Upon completion of 4 years through 9 years | 184 |
| Upon completion of 9 years through 14 years | 208 |
| Upon completion of 14 years through 19 years | 232 |
| Upon completion of 19 years through 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 of employment.

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

13.3 a. Annual leave shall accrue up to a maximum of six hundred (600) hours. The employer will compensate the employee on an hour-for-hour basis for any accrued amount over (600) six hundred hours as of September 30th of each year. These payments will be made no later than the second pay day in November at the pay rate of September 30th.

b. It is understood and agreed that employees represented by IBEW 2358 who qualify for and desire to sell back unused accrued leave will be required to complete the JEA form designating the hours of such unused accrued leave they desire to sell back to JEA. It is understood and agreed that this form shall be completed and returned by such employees to JEA's Payroll Department (T-6) no later than the end of the previous fiscal year. Such option is not available to an employee who would have less than eighty (80) hours annual leave remaining after such payments, and comply

with such other requirements of the Internal Revenue Service as may then be in effect.

13.4 [OPEN]

13.5 Upon retirement (including vesting under the pension law) of an employee, said employee shall be paid for one-hundred percent (100%) of unused Annual Leave accrued on an hour for hour basis.

13.6 a. Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause, the employee shall be paid for one-hundred percent (100%) of unused Annual leave accrued on an hour for hour basis, in a lump sum.

b. Employees who are discharged for cause shall forfeit their unused Annual Leave accrued during the contract year.

13.7 a. 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 his/her treating physician(s) to return to work, the employee shall be returned to the same job if:

1. The employee is capable of satisfactorily performing the job.

2. The employee would have retained the job had he/she not been injured.

3. The job 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 his/her treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his/her former job, JEA 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/she is qualified, if necessary reclassifying the employee to a lower classification. In that event, 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/she is qualified and able to perform may be considered a resignation.

ARTICLE 14 - MILITARY LEAVE

- 14.1** Related to employees' military service (present and past), there are Federal and State laws and regulations, as well as City of Jacksonville municipal ordinances, covering employer responsibilities to eligible employees; JEA will comply with all applicable laws, regulations and ordinances covering employees' military service.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 LEAVE OF ABSENCE WITH PAY

An employee may request a leave of absence not specified in other sections of this contract, of a specified duration, with pay, which shall be recommended by the Director and approved by the Vice President. An approved leave of absence with pay must be for a purpose which shall serve the best interests of the system and not just for the employee. A position must be available for the employee upon return from such leave of absence with pay.

15.2 LEAVE OF ABSENCE WITHOUT PAY

- a. A Director or Manager, upon the request of an employee may grant the employee a leave of absence without pay for personal reasons for a period not to exceed ten (10) workdays in any calendar year.
- b. Leave of absence without pay up to six (6) months deemed beneficial to the service of JEA may be granted subject to the approval of the Director, Employee Services.
- c. Leaves of absence over six (6) months may be granted subject to approval of a Vice President.
- d. If an employee is granted a leave of absence without pay, a position may or may not be available, at the discretion of the Vice President, Director, or Manager, upon the employee's return to service. Specific details concerning return to or reemployment conditions shall be included in the written request for approval and in the written approval to the employee.
 1. If a position is not made available, the employee's sole right is to be placed on the reemployment list in accordance with the Civil Service and Personnel Rules and Regulations.
 2. If a position is made available, the employee shall be returned to the same position or a different position in the same class and same work location upon termination of the approved leave of absence, unless the appointing authority and the employee agree in writing to other conditions and terms, consistent with the Civil Service and Personnel Rules and Regulations, under which such leave is to be granted.
- e. An employee who fails to return from a leave of absence will be deemed to have resigned.
- f. If an employee is granted a leave of absence without pay and the position is held for the employee upon his/her return to service, JEA will continue to pay the life insurance and medical insurance premium normally paid by

JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and the employee's portion of the dependent medical insurance premium.

- g. If an employee is granted a leave of absence without pay and the position is not held, the employee shall be required to pay the total cost of any insurance coverage the employee desires to continue in effect during such leave.
- h. All leave requested under this section which meets the criteria for leave under the Family and Medical Leave Act (FMLA) shall be documented as FMLA leave and shall be provided in accordance with the terms and conditions of the FMLA. Use of FMLA leave does not preclude additional leave which may be granted pursuant to this Article.
- i. Medical Leave of Absence. An employee may be granted a medical leave of absence without pay of up to six (6) months subject to approval of the Director, Employee Services. Medical leaves of absence over six (6) months may be granted subject to approval of a JEA Vice President. Employees seeking to take leave under this provision must submit documentation from a licensed physician indicating that the employee needs to be on a medical leave of absence, and the documentation should specify the amount of time of that the employee will be on the leave of absence (not to exceed six months). The documentation need not include any additional details about the medical reason for the leave of absence. All leave requested under Section 15.2.i shall be subject to the provisions of Section 15.2.d – h.

15.3 BEREAVEMENT LEAVE

- a. Upon notification of the death of a member of his/her immediate family, an employee shall be granted the day off, or (if at work) the remainder of the day off, without loss of pay, and shall be granted up to an additional three (3) work days within the next fourteen (14) calendar days off without loss of pay, as bereavement leave. When there are special circumstances an employee may request the fourteen (14) calendar day window can be extended. If such a request is needed the employee must make the request to his/her manager as soon as reasonably possible.

Should the employee be on vacation at the time of death, the three (3) working days that would normally be granted as bereavement leave shall be charged as bereavement leave instead of annual/vacation/personal leave.

- b. For the purpose of this section, immediate family is defined as spouse, children, step-children, parents, step-parents, brothers, sisters,

grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, legally appointed guardian, spouse's grandparents, and other relatives who permanently reside with the employee.

- c. An employee who is found to have deliberately misrepresented their relationship with a deceased individual shall be immediately terminated.

15.4 FUNERAL LEAVE

Employees may be granted up to four (4) hours without loss of pay as funeral leave to attend the funeral of an active or retired co-worker, unless such employee is required to maintain system integrity. This provision may be used for up to five funerals per year per employee.

15.5 JURY DUTY

An employee while serving on jury duty will be paid his/her salary for any scheduled work hours lost up to eight (8), ten (10) or twelve (12) hours dependent upon workday scheduled, and will not be required to forfeit any compensation received for jury services. If a shift employee receives notice of jury duty and notifies his/her Manager or designee on his/her next workday following the receipt of notice, he/she may at his/her request be rescheduled to the day shift during his/her period of jury duty. If an employee is released for jury services with four (4) or more hours remaining on his/her normal workday, he/she will be required to report to his/her work site on that workday. A statement from the appropriate Court Clerk's office in writing shall be required from the employee. The statement shall contain information as to dates and times; an employee's presence was required for jury duty.

15.6 WITNESS DUTY

If an employee is absent from work, in order to serve as a witness in a case in a court of law to which he/she is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena and where such presence is in the interest of JEA, he/she shall be granted leave with pay for those hours for which he/she is absent from work during his/her regularly scheduled working hours, provided he/she submits evidence of such service as a witness.

Intent: The intent is that an employee who is subpoenaed in a case in the interest of or involving JEA, in his/her official capacity during normal working hours, shall not be required to charge annual leave.

15.7 VOTING

During elections, employees whose working hours do not permit a two (2) hour period to vote, may be granted sufficient time, without loss of pay, not to exceed

two (2) hours, at the discretion of his/her Manager or designee, for the purpose of voting, providing the employee is registered and eligible to vote.

15.8 LEAVE DONATIONS

- a. Employees may donate annual leave, vacation leave, personal leave, and retirement leave (but not sick leave or compensatory leave) to regular and temporary, full-time JEA employees who are critically ill, critically injured, or require an extended leave of absence for medical reasons including the need to attend to a family member who resides in the home of the employee. Employees may donate annual, personal, and retirement leaves but not sick leave or compensatory leave, to the United Way.
- b. Donations 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 JEA Director, 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, Employee Services or his/her designee shall determine the employee's eligibility to receive leave donations in accordance with the provisions of this Section 15.8.
 2. Donations 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) calendar days or more, or a medical leave of absence of ten (10) calendar days or more.
 3. The employee donating the leave must complete the appropriate form and submit it to the Employee Services.
 4. The employee receiving the donated 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 donated leave may have a positive leave balance of up to five (5) working days as a result of any donation (s).
- c. Donations of leave under this Section 15.8 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated by the hourly rate of the employee donating the leave.

ARTICLE 16 - HOLIDAYS

16.1 Each employee covered by this Agreement shall be entitled to twelve (12) holidays with pay each year as follows:

| | |
|------------------------------------|--------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Friday after Thanksgiving | 4th Friday in November |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| Personal Day | As mutually agreed upon |

16.2

- a. 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. For those workers on a four (4), ten (10) hour day work week, when a holiday falls on a normal day off, the workday closest to the holiday but within the same calendar week as the holiday shall be considered the holiday. When the holiday falls on a normal day off that is midway between workdays, the next scheduled workday will be the holiday. When a holiday falls on a Saturday or Sunday for a non-shift employee, which is considered their regular scheduled work day, the holiday will be observed on that day.
- b. 1. 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 16.2 a.) for any holiday that occurs during the period of such assignment.

2. An employee may not observe his or her Personal Day on the day upon which he or she observes another holiday.
 3. Employees scheduled to work the Extended Work Week Schedules shall observe the holiday on the day it occurs.
- c. 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.
- d. 1. When an employee is required to work on a day observed as his/her holiday, he/she shall be compensated eight (8), ten (10), or twelve (12) hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and one-half (1 1/2) times his/her straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours and two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours until released,
2. Whenever Christmas Day falls on Saturday or Sunday, and a non-shift worker is required to work that Saturday or Sunday but is not required to work the following Monday (the day observed as the holiday for a non-shift worker), the employee shall continue to earn holiday pay of eight (8), ten (10), or twelve (12) hours on that Monday, but shall earn two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on Saturday or Sunday until released. If the employee is required to work both Christmas Day and the following Monday, the employee will be paid according to the following schedule:
- (a) One and one half times his/her straight time hourly rate on Christmas Day.
 - (b) Holiday pay plus one and one-half times his/her straight time hourly rate for eight (8), ten (10) or twelve (12) hours and two and one-half times his/her straight time hourly rate for all hours worked over eight (8), ten (10) or twelve (12) hours on Monday.

ARTICLE 17 - INSURANCE AND BENEFITS

17.1 LIFE INSURANCE

JEA agrees to provide, at no expense to the employee, term life insurance coverage equal to the gross annual salary of the employee (rounded up to the nearest thousand increment). The employee, at his/her option and expense, may provide for term life insurance coverage, under the same policy, of up to three (3) times his/her annual salary, (rounded up to the nearest thousand increment), at the group rate.

17.2 MEDICAL INSURANCE

- a. JEA agrees to continue to provide employees with a basic medical insurance program under the JEA Group Plan at no cost to the employee. Coverage for the employee's dependents shall be an integral part of the Group Plan. JEA agrees to pay fifty per cent (50%) of the cost of the employee's dependent coverage.
- b. JEA shall provide the Union with notice of any change in the Group Plan or in the premiums for dependent coverage there under as soon in advance of the effective date as is reasonably possible.

17.3 ACCIDENTAL DEATH BENEFITS

- a. JEA shall provide accidental death benefits, at no expense to the employee, for all employees in hazardous duty, in the amount of \$250,000, payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an accident occurring in the course of his/her employment with JEA. This payment shall be made within fourteen (14) calendar days after occurrence.
- b. In addition to the death benefit above, dependents of employees who are killed in the line of duty will be entitled to the benefits as stipulated in the Workers' Compensation Law.
- c. Nothing contained in this Article shall be construed to impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation Laws govern the rights and benefits of the employees covered by this Agreement for on-the-job injuries.

17.4 Retirement Benefits

- a. [Note: For purposes of aiding understanding of the provisions that follow, pursuant to 2016-2019 contract negotiations the parties negotiated retirement benefit changes in the context of proposed reforms to the City of Jacksonville GEPP (General Employees' Pension Plan).] IBEW 2358 agreed to the closure (to new employees) of the GEPP, with new hires after the effective date of October 1, 2017, being enrolled in a "DC plan" (defined contribution plan).

- b. Participants in that DC plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.
- c. In the event any other bargaining unit participating in the DC Plan (e.g., AFSCME Council 79, LIUNA 630, CWA, the Jacksonville Supervisors Association, JEA Supervisors Association, LIUNA 630, AFSCME 429) receives any greater benefits than JEA provides to the IBEW 2358 (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then IBEW 2358 shall receive the difference between its DC Plan benefit and that received by the other participating bargaining unit(s).
- d. No benefits under the “DC Plan” shall decrease for all active, full time, enrolled unit employees
- e. 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.
- f. 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 IBEW 2358’s ratification of this CBA.
- g. In the event any other bargaining unit participating in the General Employee Pension Plan (e.g., AFSCME Council 79, LIUNA 630, CWA, the Jacksonville Supervisors Association, JEA Supervisors Association, LIUNA 630, AFSCME 429) receives any greater pension benefits than JEA presently provides to the IBEW 2358 (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then IBEW 2358 shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s).

17.5 TERMINAL BENEFITS

- a. Upon the death of an employee, payment for all accrued overtime, annual/retirement/personal leave, and other terminal leave benefits to which such employee would have been entitled to receive shall be made as follows:
 - 1. The benefits will be paid as set forth in the employee’s will.
 - 2. If the employee has not provided for distribution of the benefits in his/her will, then the benefits will be paid to the employee’s surviving spouse
 - 3. In the event the employee leaves no surviving spouse, the benefits will be paid to the employee’s children in equal shares, payable as follows:
 - (a) To each of the employee’s children over the age of 18 who are known to JEA.
 - (b) To the legal guardian or representative of each of the employee’s children under the age of 18 known to JEA.

4. If the employee has no children known to JEA, then the benefits will be paid to the surviving parent(s) of the employee in equal shares.
 5. If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.
- b. Upon the death of an employee on-the-job, JEA will make an immediate payment of two (2) month's salary in addition to all the other terminal leave benefits in the sequence indicated in Section 17.5a above. For purposes of this section, two (2) month's salary shall be calculated by 1/12 times 2080 times 2 times the employee's hourly rate of pay at the time of death (1/12 x 2080 x 2 x hourly rate).

17.6 JEA agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employee insurance and benefit plans. These group plans shall be administered by an Agent of Record so designated by the Union. It is understood and agreed that JEA may assess a charge not to exceed six (6) cents per deduction per payroll. Further, it is agreed that JEA assumes no responsibility or liability to or for the Union's Agent of Record. Solicitation for these plans shall only be made during non-working hours.

17.7 As permitted by law, JEA will provide employees the option to use accrued Annual, Personal, and Retirement Leave time credits to fund their Deferred Compensation Program.

- a.
 1. The employee will be allowed, at his/her option, to sell accrued Annual, Personal and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.
 2. Upon attaining time service that is within three (3) years of normal time service retirement, the employee will be allowed, at his/her option, to sell accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account provided, however, in the year of retirement, employees will be limited to selling, at his/her option, accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.
- b. This provision is subject to acceptance by the Plan providers of the City/JEA.
- c. Employees who participate in this Annual, Personal, and Retirement Leave time credit sellback option shall not have less than eighty (80) hours in their Annual, and Personal Leave account after sellback. There is no minimum limit for the Retirement Leave account after exercising this option.

17.8 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 - ON THE JOB INJURY

- 18.1**
- a. Any permanent employee of JEA who is temporarily, totally disabled as a result of an injury received in the course of employment with JEA shall be entitled to compensation as provided in Workers' Compensation Laws of the State of Florida.
 - b. The JEA Investigation Team, which shall include a Union Executive Board or designated member, shall investigate all recordable injuries to ascertain whether the employee complied with the provisions of rules, regulations, and policies; whether the injury was the result of negligence or carelessness; and whether the injury could have been avoided.
 - c. JEA will pay a wage supplement for thirty (30) working days to any permanent employee who is temporarily totally disabled as a result of an injury received in the course of employment with JEA, if all of the following conditions are met:
 1. The employee is entitled to receive and is receiving Workers' Compensation.
 2. The employee was not at fault regarding his injury. The JEA Investigation Team shall investigate all lost time injuries as provided in Article 18.1 b. Based upon its investigation, the Investigation Team shall make a recommendation to Management regarding whether the employee was at fault. JEA's exercise of its discretion under this section shall not be subject to arbitration.
 - d. The wage supplement provided for in Section 18.1c shall be equal to one hundred percent (100%) of the employee's regular straight time wages, less any amount provided by Workers' Compensation.
 - e. Compensation after thirty (30) working days will be contingent upon a qualified physician's biweekly diagnosis, and shall be at Management's sole discretion, not subject to arbitration.
 - f. 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 premium and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amounts equal to the employee's pension contribution prior to the on-the-job injury.
 - g. If an employee who is temporarily totally disabled due to an on-the-job injury receives wage payments from JEA, JEA will continue to pay the premium noted in paragraph f. 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 wage payments.

- 18.2** Any provisional or probationary employee who is temporarily, totally disabled from the results 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 Law of the State of Florida and such benefits above legal requirements as JEA may deem reasonable.
- 18.3** If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of his/her classification, the provisions of Article 11.8 or Article 13.7, as applicable, shall apply.
- 18.4** An employee, due to an on the job injury, is temporarily, totally disabled, will upon recommendation by the employee's Manager and approval by the employee's Director be placed on paid administrative leave for up to forty (40) hours during the first seven (7) calendar days the employee is unable to return to duty as a results of a qualified physician's determination. A Workers' compensation offset will be taken as a result of any paid administrative leave so as to prevent any overpayment of wages for which the employee received.

ARTICLE 19 - SUPPLEMENTAL PAY

19.1 All full time employees of JEA, now or hereafter employed in the classifications listed in Exhibit "A" attached hereto, shall receive for each five (5) years of continuous service with JEA, computed from their respective dates of initial employment, an increase in salary of \$300 per year for every five (5) year period of continuous service. This increase shall be in addition to any general or special raises which may be granted from time to time. Three hundred dollars (\$300) shall be the maximum amount of service raise or increase payable for any five (5) year period.

19.2 STANDBY COMPENSATION

- a. Any employee who is required by JEA to be on standby duty will receive standby compensation as provided in this Article.
- b. For purpose of this Article, an employee is on standby if the employee has been directed to 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 paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.
- c. The formula for the standard rate of Standby Compensation shall be the equivalent of one and one-half (1.5) times the employee's current base hourly rate of pay for each day the employee is on standby.
- d. Any employee who fails to comply with the provisions of Section 19.2 shall not be entitled to Standby Compensation for that day, and shall be subject to discipline.
- e. Employees may, with the approval of Management, arrange substitution of standby duty among themselves; provided the substitute is, in Management's judgment, at least as well qualified as the employee scheduled by Management.

19.3 Schedule Premium

- a. A two dollar (\$2.00) schedule premium shall be paid for all regular hours actually worked on any schedule after 18:00 and prior to 06:00 for work days other than Saturday or Sunday (not including call-out, overtime or schedule premium of any type).
- b. A two dollar and fifty cents (\$2.50) 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 to 24:00 on Sunday (not including call-out, overtime or schedule premium of any type).

19.4 UPGRADE PAY

- a. When an employee is qualified for and temporarily assigned by a supervisor or above to perform and accept the full duties and responsibility for work in a higher class of position, he/she shall normally receive an approximate five percent (5%) pay differential for assuming those responsibilities. If this latter differential does not place the employee on a higher pay rate than the employee for whom the upgraded employee is responsible, then he/she shall receive a pay differential which shall place him/her at least an approximate five percent (5%) over the subordinate employees.
- b. This assignment of additional responsibility must be for a period of at least two (2) hours, for employees to receive the upgrade pay for the duration of the time spent working in the higher classification.
- c. The senior, most qualified, and available employee on the same schedule, crew, or section shall be given first consideration for the upgrade assignment. Actual assignment will be based on the following criteria: is a senior employee in the classification; is the most qualified for the duties to be performed; and is available for such assignment.
- d. The provisions of this paragraph shall not apply to an employee who is performing the duties of a higher classification for the purpose of training and experience while under the direct supervision of a qualified employee.
- e. Apprentice and Trainee classifications shall not be eligible for upgrade work.

19.5 MEAL ALLOWANCE [OPEN ARTICLE]

19.6 CERTIFICATION

- a. JEA Management has the right to establish and eliminate certification programs for specific skills. The criteria for certification, and the classifications to which it will apply, are at the sole discretion of JEA. JEA, however, will consider all classifications in the JEA Apprenticeship Program for potential participation in the certification program.
- b. Certification pursuant to this article is a creation of the collective bargaining process and is solely governed by the terms of this collective bargaining agreement; therefore, the act of establishing or eliminating any certification program, any reduction in pay pursuant to this article, and any adjustment in pay grade or pay step pursuant to this article, shall not give rise to any rights under the Civil Service or the Civil Service and Personnel Rules and Regulations.

- c. All Electric Production journeymen in classifications selected for certification with six (6) months in grade will be eligible to be considered for certification. Vacancies will be posted for volunteers as they occur and selection will be made by a test. Journeymen who are selected will be moved to the next higher step up to and including step three (3) of the pay plan. Whenever any certified journeyman fails to maintain compliance with the standards required for certification, he/she will be returned to the next lower step of the pay plan.
- d. The Union shall from time to time provide recommendations to JEA on matters pertaining to the development of the certification program. JEA shall receive and consider the Union's recommendations.
- e. Certified employees will only be assigned work for which they have received adequate training and are qualified to perform.

19.7 INSTRUCTOR COMPENSATION SUPPLEMENT

- a. JEA Management has the right to establish an Instructor Compensation Supplement provision for employees who meet the minimum requirements as noted in Sections 19.7b1&2 below. The minimum requirements as noted in Sections 19.7b1&2 below, and the classifications to which it will apply, are at the sole discretion of JEA.
- b. To qualify for the Instructor Compensation Supplement, the employee shall meet the following minimum requirements:
 - 1. Assigned training duties are responsibilities for at least eight (8) consecutive hours.
 - 2. Assigned training duties and responsibilities that include classroom instruction.
- c. The Instructor Compensation Supplement shall be five per cent (5%) of the employee's base salary and shall be added to his/her base salary.
- d. The employee will receive the Instructor Compensation Supplement for the period of time he/she is assigned training duties and responsibilities, provided he/she meets the minimum requirements as noted in Sections 19.7b1&2 above.
- e. The Instructor Compensation Supplement shall be paid to the employee on the pay day at the end of the first full pay period after he/she meets the minimum requirements as noted in Sections 19.7b 1&2 above and shall be retroactive to the beginning of the time period during which the employee satisfied the minimum requirements.

19.8 JEA will reimburse the initial cost of the Commercial Driver's License to any employee who is required to possess the license in order to fulfill his/her job duties with JEA. In addition, JEA will reimburse one renewal every five years, or as otherwise required by law. An employee seeking reimbursement for the renewal of his/her Commercial Driver's License can verify that he or she has renewed the license by providing the employer with a copy of either the renewed license or a receipt for the cost of the renewal.

ARTICLE 20 - ADMINISTRATION OF THE PAY PLAN

20.1 The rates of pay for the classifications in the Unit are shown in Exhibit “A” to this Agreement.

20.2 General Increase

Fiscal years run from October 1st through September 30th.

FY 19/20: 3.5% increase to base pay effective October 1, 2019

[NOTE: FY 19/20 increase to be paid retroactively]

FY 20/21: 3.5% increase to base pay effective October 1, 2020

FY 21/22: 3.5% increase to base pay effective October 1, 2021

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 that any other bargaining unit, with the exception of PEA, representing JEA employees receives any greater general increase benefit than JEA presently provides to IBEW 2358 (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then IBEW 2358 shall receive the difference between its general increase benefit and those received by the other participating bargaining unit(s).

20.3 ENTRANCE SALARY RATES

Original appointments into the Civil Service system from an open eligible list into entrance level positions within this Agreement shall be made at the entrance rate as Step 1, and advancement from the entrance rate to the maximum rate within a salary range shall be by successive steps.

20.4 Should an employee return to duty in the classification after a separation from JEA of not more than six (6) months, which separation was not due to discreditable circumstances, such employee, upon recommendation of the Manager and approval of the Vice President, shall be placed at the same step within the pay range of the classification which he/she occupied prior to leaving the JEA.

20.5 In the event of the return to duty of an employee who left the classified service as a result of being inducted into the Armed Forces, the normal procedure shall be to place him/her in the step of the salary range of the previously held position, which he/she occupied prior to the military leave of absence in accordance with the provisions of Title 38, USC ss2021, effective December 3, 1974, and as may be amended from time to time and the provisions of the Civil Service Rules.

- 20.6** a. Whenever an employee is demoted to a position for which he/she is qualified, he/she shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. The employee shall not be eligible for a step raise for one (1) year after the demotion.
- b. Demotions to classifications not previously held will result in a reduction in pay of at least 5% or the maximum of the range, whichever causes the greater reduction. The employee shall not be eligible for a step raise for one (1) year after the demotion.
- 20.7** In any case where an employee is promoted to a class within the unit with a higher base maximum rate, the rate of pay upon promotion shall be the lowest step in the higher range that will provide an approximate increase of five (5) percent over the rate received immediately prior to the promotion, provided that the increase shall not exceed the maximum salary rate for the higher classification. Advancement to the maximum rate subsequent to promotion will be on the same basis as described below.
- 20.8** In the event of a reallocation of a position to a class which is at a higher salary level, the employee shall be paid at the same rate in his/her salary range or if no rate of the new range is the same, at the lowest rate of the new range which is above his/her former rate. In the event of a reclassification of a position which is at a lower salary range, the employee concerned shall be paid at the rate of pay for his/her classification.
- 20.9** Upon satisfactory completion of the probationary period after initial appointment or promotion, the entrance salary of the employee shall be advanced one (1) step in the salary range unless the entrance salary range is the maximum, in which case, there shall be no increase. For Journeyman classifications which have two steps, there shall be no end of probation increase.
- 20.10** After an employee receives his/her step increase upon completion of the probationary period, or promotion to the Journeyman class, he/she shall be granted step increases, except for unsatisfactory/below standard 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. On-the-job injuries which are not a result of his/her unsafe or negligent act shall not be grounds for denial. For the purpose of this Agreement, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee: date on which employee received his/her end of probation increase; date on which employee was promoted to a Journeyman classification; or date on which an employee received a step increase. For the purpose of this Agreement, general increases shall not be considered as the date of last increase.

- 20.11** The appropriate manager concerned shall state in writing the reason for denial or delay of an employee's step increase. In the case of a step increase for completion of the probationary period, the recommendation shall include the certification that the probationary period has been successfully completed. The employee shall be apprised of any deficiencies in his/her performance observed during the period involved and shall be advised in writing of the reasons for any delay in his/her step increase because of unsatisfactory performance/below standard. Documentation of prior counseling with employee on deficiencies in performance will be required to substantiate unsatisfactory/below standard performance for denial of step increase.
- 20.12** Requirements for step increase and other purposes as specified in these rules shall be based on continuous service, which is employment in the Consolidated Government without a break or interruption in either classified or unclassified position. Leave of absence with or without pay shall not break or interrupt continuous service.
- 20.13** When computing the length of service for promotions, annual leave, service raises, retirement etc., leave without pay (one day or more) will be deducted. The employee's anniversary date will be adjusted accordingly. The rights of employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period of military service in accordance with Civil Service and Personnel Rules.
- 20.14** An employee may be temporarily assigned to perform duties of a lower classification without any change in pay.
- 20.15** An employee may be assigned to another classification for which he/she is qualified, if due to injury, or illness, or mental attitude, he/she is unable to perform all the essential functions of his/her normal position. An employee so assigned shall receive the rate of pay within that assigned class which provides for the least reduction in his/her normal rate of pay.
- 20.16** Posting Notice of Assignment

When assigning a job task within a classification for more than thirty (30) days for a preferred job or special assignment, the Vice President, Director, or Manager in that work area will post the task requirements on the bulletin board in the work area for at least five (5) working days before a selection is made. Any employee interested in being assigned the task should notify the appropriate Vice President, Director, or Manager of his/her interest and qualifications as soon as possible after the notice has been posted. The Employer will decide which employee will be assigned to perform the task within three (3) days after the fifth day that the item is posted. All assignments and decisions of management made under this provision are excluded from grievance or arbitration.

20.17 JEA, at its sole discretion, may from time to time implement incentive and/or recognition programs for individuals or groups consisting of awards, special recognition such as shirts, hats, or similar items indicating participation in a specialized group or team, and/or cash in recognition of performance improvements, innovative ideas resulting in savings and/or benefits, participation in a program beneficial to JEA, or other similar improvements that are work related and can be documented and/or measured. The Union may withdraw from participation in this program at any time during the life of the Agreement, upon written notice to JEA.

20.18 APPRENTICESHIP PROGRAM PAY PLAN

- a. The JEA Apprentice Program may include any classification in the Bargaining Unit, as determined by management. The pay plan for the JEA Apprenticeship Training Program, adopted pursuant to Section 24.7, will be as set forth in Exhibit A.
- b. Original appointments into the apprenticeship program shall normally be made at Step 1.
- c. Advancement from the entrance rate (step 1) to the maximum rate shall be by successive steps. Apprentices will advance one step every six months, provided that they successfully complete requirements of the applicable phase of the apprenticeship program. JEA may apply this provision to "Trainee" classifications as well.
- d. Apprentices hired after Program implementation will be required to sign an indenture agreement. If an Apprentice hired after the Program is implemented does not successfully complete the requirements of the Program, his/her employment will be terminated. Similarly, trainees will be required to sign a Trainee agreement and if the trainee does not successfully complete the requirements of the Program, his/her employment will be terminated.

20.19 The parties understand that during the life of this Agreement the JEA may, at its option, offer a voluntary severance plan to IBEW employees. Such a plan would be on terms proposed by JEA, and any decision to accept such a plan would be made on an individual basis by each affected employee. In the event that the execution of such a plan required a reorganization or redeployment by JEA, the IBEW would have the right to request impact bargaining to the extent provided by law.

20.20

- a. A performance evaluation will be conducted on each employee twelve (12) months from his/her date of last performance review, reversion, end of probation, demotion, or promotion date.

- b. Except as otherwise provided, employees who receive a meets standard/satisfactory or exceeds standard overall performance evaluation rating will be eligible for a step increase, twelve (12) months from the date of their last step increase, demotion, reversion or promotion date.
- c. Employees who receive an overall below standard/unsatisfactory performance evaluation rating will not be eligible for a step increase. Within seven (7) working days after the performance evaluation is completed, the employee will be provided with written documentation substantiating the below standard/unsatisfactory job performance and denial of the step increase. This documentation will be included in the employee's personnel file.
- d. Employees who receive an overall below standard/unsatisfactory evaluation rating shall have follow-up performance evaluations conducted no sooner than three (3) months, but no later than six (6) months after the denial of the step increase. An employee who received an overall below satisfactory standard/unsatisfactory evaluation will be eligible for a step increase when they have improved their job performance to a meets standard/satisfactory level for twelve (12) consecutive months as documented by these interim performance evaluations.
- e. 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.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.1** It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and JEA and Union agree to work toward this end. There shall be no reprisals against any employee for exercising his/her rights under this article.
- 21.2** The purpose of this grievance procedure is to provide a method of processing grievances involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties to this Agreement and Unit employees for such matters. Grievances or appeals resulting from the following types of action are excluded from consideration under this Article:
- a. A violation of reemployment or reinstatement priority rights;
 - b. A position classification or specification decision or examination dispute appealable under Civil Service and Personnel Rules and Regulations;
 - c. An allegation or complaint of discrimination under Equal Employment Opportunity;
 - d. A fitness for duty examination results;
 - e. Health Benefits decisions;
 - f. Injury Compensation provided by insurance carriers;
 - g. Other provisions where authority is vested in the Civil Service Board or higher authority.
- 21.3** The Union or any employee or groups of employees in the Unit may process a grievance over the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:
- a. They sign a statement on the grievance form that they do not want to be represented by the Union during processing of that particular grievance;
 - b. The employee/employees must represent himself/herself or may be represented by legal counsel at his/her own expense;
 - f. Any adjustment must not be inconsistent with the terms of the Agreement.
- 21.4** During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of state policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the proper authority.

- 21.5** A grievance must be taken up with JEA within twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose. Failure of JEA to observe the time limits prescribed in each step may entitle the employee or the Union to advance the grievance to the next step of the procedure. Failure of the Employee or the Union to meet the time limits prescribed at any step of the grievance procedure will constitute a basis for termination of the grievance by JEA. Time limits at any level may be extended by mutual agreement between JEA and the Union or employee.
- 21.6** Informal Complaint Resolution. 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. Each employee is required to seek informal resolution of problems or complaints with their appointed Manager prior to using the formal grievance procedure.

STEP 1 - FORMAL:

The grievance procedure is initiated by the Union, employee or the employee and the union representative submitting the grievance in writing (on a mutually agreed upon form) along with any supporting documentation to the employee's Director. The written grievance shall contain, in brief, enough of the details of the grievance including Article(s) and Section(s) of the Agreement involved so that the grievance may be properly identified and the corrective action desired. The Director shall, within seven (7) calendar days of receipt of the grievance, meet, with the employee and union representative or the employee to discuss the grievance. The Director shall provide his/her written decision and the reason(s) for the decision within ten (10) calendar days after the meeting. If such decision is not acceptable, the grievance will be forwarded to the next step.

STEP 2 – FORMAL:

- a. If a satisfactory settlement is not reached at Step 1, the employee or representative will forward the grievance, in writing within ten (10) calendar days after receipt of the Step 1 decision, 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 aggrieved employee, and representative or President if Union is representing employee, and if an employee initiated grievance; or Vice President and President if a Union initiated grievance. The Managing Director or his representative shall render a written decision, which shall include the reason(s) for the decision, within fifteen (15) calendar days after the meeting. The same person will not conduct the Step 1 and Step 2 hearing.
- b. The Managing Director's representative shall be a Vice President or Officer. A Vice President or Officer will not be designated as a

representative to hear a grievance in his/her own area. Said representative shall have full authority to render a written decision.

- c. If the Step 2 decision in regard to a. above is not satisfactory, it may be referred to arbitration as provided in this Agreement within fifteen (15) calendar days after receipt of the written decision.
- 21.7** Where a number of basically identical grievances are submitted, the Union may select one grievance for processing at Step 1. The decision on the grievance selected will be binding on the combined grievances. Names of all aggrieved employees will be made a part of the record of the grievance processed and each grievant will be notified of the decision.

ARTICLE 22 - ARBITRATION

- 22.1** The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by the Union President or the official spokesperson of the Union as defined by Article 4.2 of this Agreement.
- 22.2** In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within fifteen (15) days after receipt of the written Step 2 decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2 decision will be final and binding.
- 22.3** Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by JEA to provide a panel of seven (7) arbitrators. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be acted upon. Within five (5) work days after the panel has been received from FMCS, no more than two (2) persons from each party shall meet for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party having the first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure will be followed. After selection of the arbitrator, JEA will notify FMCS and contact the arbitrator. The parties will attempt to set the arbitration date within thirty (30) calendar days from the date of arbitrator's notification of selection. If the thirty (30) day time period cannot be met, the parties agree to extend this thirty (30) day period to a time frame that will accommodate the schedules of the selected arbitrator and the schedules of the advocates for the Employer and the Union. A letter shall be sent immediately to the arbitrator setting forth the issue, and any other pertinent information as agreed to by both parties. The Union shall be furnished a copy of this correspondence.
- 22.4** JEA and Union, shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator. If either party desires to have a transcript of the hearing, such party shall bear the full cost of such transcript.
- 22.5** Union employees who shall be excused from duty to participate in the arbitration proceedings without charge to leave will be the steward, President, the aggrieved employee, if employee initiated grievance; or, steward if Union initiated grievance, and Unit employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.
- 22.6** At the conclusion of the hearing or receipt of the post-hearing briefs, the arbitrator may render his/her award within thirty (30) calendar days or as soon as his/her schedule or case load allows.

22.7 The decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement, or application of the provisions of the Agreement. The arbitrator shall have no power to add to, or subtract from, modify, or ignore any of the terms of the Agreement.

ARTICLE 23 - BULLETIN BOARDS AND COMMUNICATIONS

- 23.1** a. The Union shall be provided with partial use of suitable bulletin boards, including at least one (1) at each working location for the posting of information pertaining to Union activity. JEA agrees, if the Union requests, to provide a separate bulletin board specifically for the use of the Union of a standard size not to exceed 4' x 4'.
- b. The Union shall also be provided the use of an electronic bulletin board accessible by all members of the bargaining unit through the JEA intranet site.
- 23.2** The Union agrees that it shall use space on bulletin boards provided for the following purposes:
- a. Notices of Union meetings.
 - b. Reports of Union elections.
 - c. Reports of Union committees.
 - d. Rulings and policies of the Union.
 - e. Notices of recreational and social affairs of the Union.
 - f. Notices of meeting of public bodies.
 - g. Official grievance documents and related attachments
 - h. Other notices as mutually agreed upon by JEA and the Union President.
- 23.3** No material shall be posted which is of a political nature, derogatory, inflammatory, or disruptive to JEA's operations.
- 23.4** Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the IBEW 2358 President.
- 23.5** Union officers and stewards will be allowed restricted use of the JEA email system for communicating items and issues of mutual benefit to JEA and the Union, e.g. job specification review and comments, grievance related matters, other JEA initiated communications for which the Union is requested to respond. All such communications utilizing JEA's email system shall include Labor Relations on the distribution.

ARTICLE 24 - SAFETY AND TRAINING

- 24.1** a. JEA agrees to continue an aggressive employee development program to better prepare each employee for his/her present position and provide maximum preparation for promotional opportunities. To this end, the Union Training Committee shall help develop and recommend to the appropriate Vice President, Director, or Manager an effective training program for all employees covered by this Agreement.
- b. It is acknowledged that due to the hazardous nature of the electric utility industry, JEA, its employees and the Union have mutual interests in the safe working conditions of its employees. To this end, the Union agrees to establish a Safety Committee. The Safety Committee shall help develop and recommend to the appropriate Vice President, Director, or Manager, an effective safety program for all employees covered by this Agreement, including changes or additions to present safety rules, and recommending safety tools, devices and equipment.
- 24.2** Each employee is responsible to observe the safe work practices on any and all jobs performed within JEA. If any employee is charged by JEA as being at fault in connection with any accident, and such charge is deemed unfair by the employee, said employee may resort to the Grievance Procedure in Article 21 of this Agreement.
- 24.3** Nothing contained in this Article shall be construed or impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation Laws govern the rights and benefits of the employees covered by this Agreement for on-the-job injuries.
- 24.4** It is agreed that from time to time employees within the bargaining unit, approved by JEA, may be temporarily assigned to or work with the Safety or Training Activities for the purpose of assisting with and enhancing the employee safety and training program.
- 24.5** a. Because of the especially hazardous nature of electric utility work, every effort will be extended toward the safety of employees. JEA will ensure as far as practicable, a sufficient number of skilled workers are assigned to the job and that the employees are equipped with the necessary safety devices and special tools to do the work properly and safely. Whenever practicable, circuits shall be opened and grounded.
- b. JEA agrees to furnish at no expense to the employee, all tools and safety devices required for their classification.
- c. The parties mutually agree that an employee covered by this Agreement shall proceed without delay to carry out an order or instruction given

him/her by a supervisor, unless his/her so doing would jeopardize the health and safety of himself/herself or others. An employee has the right to call for more assistance and / or security /police in such situations.

- 24.6** JEA will continue its safety or training programs by the development and initiation of a broad range of communication and motivation programs and methods. The list below shall be used at Management's discretion.
- a. Work site posters and bulletins
 - b. Individual employee communications.
 - c. Employee group meetings during working hours.
 - d. Employee group meetings off hours (meal furnished in lieu of overtime pay).
 - e. Incentive programs for individuals or groups consisting of awards or cash in recognition of documented improvement in safety records.
 - f. Special employee or group recognition.
 - g. Special management and supervisory training for unit employees.

24.7 APPRENTICESHIP PROGRAM

- a. The JEA Apprenticeship Program may include any classifications in the bargaining unit (Exhibit A) as determined by Management.
- b. The Program will provide for completion of training over a period of two (2) or more years.
- c. JEA will comply with the requirements of Title 38 United States Code Section 2021, effective December 3, 1974, as it may be amended from time to time, regarding the placement of apprentices who return to the Program after a break in services as a result of being inducted into the Armed Forces.
- d. The Union shall from time to time provide recommendations to JEA on matters pertaining to the Apprenticeship Program, including the matter of how the program should be structured. JEA shall receive and consider such recommendations.
- e. Any journeyman employee who is otherwise qualified and has passed the required promotional test, but who has not had the opportunity to enroll in the JEA State Certified Apprenticeship Program, shall be eligible for promotion on the same basis as those candidates who have completed the Apprenticeship Program provided, however, that this subparagraph shall

not apply to any employee who failed to successfully complete the Apprenticeship Program, or who failed to enroll in the Program when eligible.

- f. The monthly work process evaluations of an apprentice, which are provided for under the JEA Apprenticeship Program, shall be considered as compliance with, and in substitution for, the Performance Evaluation Program and related procedures prescribed by the City of Jacksonville Civil Services and Personnel Rules and Regulations.

ARTICLE 25 - CONTROLLED SUBSTANCE ABUSE AND TESTING

PRELUDE

JEA and the Union both 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 problems with substance abuse, to seek help through the EAP.

25.1 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
 7. The intentional misuse of any product by deliberately concentrating and inhaling the contents, e.g. Dusting, Huffing.
- b. Definition for Diluted Specimen, Substituted Specimen and Adulterated Specimen are set forth below or as established by HHS and/or SAMHSA.
1. Diluted Specimen means a specimen that has a creatinine reading less than 20 mg/dl but greater than 5 mg/dl, and a specific gravity less than 1.003 but greater than 1.001.
 2. Substituted Specimen means a specimen that has a creatinine of less than or equal to 5 mg/dl and a specific gravity of less than or equal to 1.001 or greater than or equal to 1.020. (Such specimens do not exhibit the clinical signs or characteristics associated with normal urine).
 3. Adulterated Specimen means a specimen is:
 - Adulterated if the nitrite concentration is equal to or greater than 500.

- Adulterated if the pH is less than or equal to 3, or greater than or equal to 11.
 - Adulterated if a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present in a concentration greater than normal physiological concentration.
- c. “Drug abuse” means the use of any controlled substance as defined in Section 893.03, Florida Statutes, (dated 1987) not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- d. “Illegal drug” means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- e. “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.

“Reasonable belief” means an opinion which a prudent person would form based on observation and testimony from 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.

- f. “Alcohol” means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.
- g. “Alcohol abuse” means the ingestion of alcohol or alcoholic beverages, which impairs or adversely affects the employee’s ability to perform his or her job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by JEA employees is strictly prohibited. Alcohol abuse shall also mean:
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 as defined as breath or blood alcohol level above .04.

25.2 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/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public, and the reasons for such concurrence have been stated to a Union representative.
- b.
 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 or may require treatment beyond first aid as determined by the medical practitioner (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. The employee will also be subject to an alcohol breathalyzer test. 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 (regardless of whether the employee was at the location of the accident). If the accident/damage investigation team reveals that employee negligence was a cause, the negligent employee's(s') specimen 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. Whenever an employee in a safety sensitive classification or classification requiring a CDL is involved in a vehicular accident that results in a fatality, or the employee receives a moving violation citation 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 as soon as practicable after the accident for drugs and alcohol.
- c. Any time within one (1) year after an employee has voluntarily admitted a substance abuse problem provided for in 25.5.a., 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 tests positive for 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. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions, management has designated certain classifications as safety sensitive. The designation is in accordance with the Safety Sensitive – Definitions and Keys (Appendix C). For purpose of this article, a safety sensitive position is one where drug or alcohol affected performance could clearly endanger the health and safety of others. Specifically, safety sensitive positions are those that meet the following criteria:
 - 1. The employee’s duties are such that errors in judgments, inattentiveness, or diminished coordination, dexterity or composure while performing his/her duties could result in mistakes, omissions, oversight or other errors that would constitute an immediate and direct threat to the health and safety of others: and
 - 2. Employees in these positions work with such independence or perform such tasks that it cannot be safely assumed that mistakes such as those described in subparagraph 1. would be prevented by a supervisor or another employee or safety procedures (i.e. Tagging procedure).
- f. Nothing in this Agreement shall be deemed a waiver of the rights of any employee who is disciplined pursuant to these provisions of the Agreement to challenge in a court of law whether such testing was permissible under applicable law.
- g. All employees in safety sensitive classifications are subject to random drug and alcohol testing programs. Any employee who disputes the safety sensitive designation of his/her position shall be required to submit a sample in accordance with testing procedures. If the employee tests positive and is subsequently disciplined, the employee shall have the right to grieve such discipline under the terms of this Agreement. In such grievance, JEA shall have the burden of proof that, at the time of the test, the employee met the criteria set forth in 25.2 f. and that JEA had proper cause to test and discipline the employee.
- h. Upon completion of the JEA State Certified Apprenticeship Program, prior to promotion to a State Certified journeyman classification.
- i. In determining a position to be “safety sensitive”, consideration will be given to “safety sensitive”, as defined in Chapter 112.0455(5)(m) and 440.102(1)(o) Florida Statutes.

25.3 TESTING PROCEDURES

a. Drugs

1. 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.
2. 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.

TEST 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. |
| 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. |

¹ For 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).

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

- (a) 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 of.
 - (b) If the results of the initial test provided for in Section 25.3 c. 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.
 - (c) If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing 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 escorted for collection thereafter until a suitable specimen is provided.
 - (d) 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 provided for in 4.0 below.
4. If the results of the second test for illegal drugs that is provided for in Section 25.3 a.3.b is 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. The employee may request that JEA provide that employee with appropriate information regarding the test results to explain why the employee is deemed to have tested positive. Such information shall include, at the employee’s request, the opportunity to discuss the test results with the MRO. At that time (but not longer than 7 calendar days), 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 corrective and rehabilitative action as provided for in this article, and/or disciplinary action where appropriate.
5. Testing Procedures
- Applicable to Safety Sensitive Random Testing:
- (a) Management will administer random drug tests to no more than 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest “whole” person.). Management may at its sole

discretion, not subject to grievance or arbitration, move the percent tested back to 50% should an upward trend in positive results occur.

- (b) Management will administer random alcohol tests to no more than 10% of all employees who are designated as safety sensitive each year (the "10%" can be rounded up to include the nearest "whole" person).
- (c) The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.
- (d) Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

b. Alcohol

- 1. Whenever an employee is required to be tested for 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.
- 2. The threshold level or cut-off limit shall be set forth below or as established by HHS and/or SAMHSA and/or 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 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

25.4 DISCIPLINARY ACTION

- a. Drug Abuse shall subject the employee to the following discipline:

1. Any employee who used a controlled substance pursuant to a prescription lawfully issued to a member of the employee's household residing with the employee shall be given a single last chance agreement – 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) above shall result in immediate termination.
- b. Alcohol abuse shall subject the employee to the following discipline:
1. If an employee with a CDL tests positive for a breath or blood alcohol level between .04 and .05, the employee must complete rehabilitation before he/she is released to drive a JEA vehicle.
 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 Chance 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 shall be subject to termination from employment.
- d. Violations of this article shall be governed by LR606, as it may be amended from time to time.

25.5 REHABILITATIVE/CORRECTIVE ACTION

- a. Any employee(s) who have, or believe they have, a drug and/or alcohol dependency problem are encouraged to seek treatment.
- b. JEA may require an employee to submit to counseling or other rehabilitative treatment as a condition of continued employment pursuant to the following situations:
 1. An employee who voluntarily acknowledges a drug and/or alcohol problem in accordance with 25.5.a.

2. An employee who tests positive for the presence of illegal drugs pursuant to a lawful prescription issued to a member of the employee's household residing with the employee.
3. An employee who tests positive for alcohol pursuant to Section 25.4.b.1.

This section shall not be construed to limit JEA's right to take appropriate disciplinary action when an employee tests positive for the presence of illegal drugs or alcohol.

- c. 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/her job duties. The decision as to whether the employee can safely perform his/her 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.
- d. Driving restrictions for employees with a CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Alcohol Use & Testing Program, 49 CFR 382, et seq.

25.6 EXAMINATION AND TEST

- a. Except as provided in paragraph 25.3 a.4., JEA will pay the cost of any test required by Section 25.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 25.2 e., any employee who is subject to dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.

- b. Urine specimens or alcohol tests 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 or alcohol testing. Unless factor(s) arise during testing which cause a reasonable belief that the testing process is being compromised, there will be no visual observation of the act of urination.
- c. In the case of alcohol testing conducted pursuant to Section 25.2 e., any employee who tests .039 breath alcohol content or less (but in excess of .02 breath alcohol content) in any test conducted before 10:00 am will be sent home and required to utilize annual leave to cover the time.
- d. Tests will be performed by a SAMHSA certified 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 JEA Labor Relations. The JEA Labor Relations 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 Manager and foremen, 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.

25.7 TRAINING

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this Article.

25.8 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.

25.9 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 the 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 26 - DISCIPLINE AND DISCHARGE

- 26.1** No permanent employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause. JEA will give a written notice of fact finding to the employee within fifteen (15) calendar days from the date JEA became aware of the occurrence. This notice may be followed with a written statement of charges within forty-five (45) calendar days from the date of the notice. This provision cannot be exercised after 180 calendar days from the date of the occurrence. Provided however that all time limits established in this section may, at management's discretion, be extended during the pendency of a felony criminal investigation into an employee's conduct. In such cases, the time limits established by this section will not begin to run until all investigations and/or prosecutions involving the employee are concluded.
- 26.2**
- a. An employee will be allowed to review his/her master personnel file, and any other public record which contains information about the employee and which is not otherwise confidential, within a reasonable length of time after written request.
 - b. During the term of this Agreement, if any information which is considered by Management to be unfavorable or derogatory to an employee is entered in his/her master personnel file, (excluding copies of personnel action forms, time reports, and employee evaluation reports), which deal with conditions originating after employment with JEA, the employee will be required to acknowledge in writing receipt of such information and will be furnished a copy in order that he/she may have the opportunity to submit a written statement responding to the information. The employee's acknowledgment in writing of receipt merely indicates that the employee has seen and received a copy of such unfavorable or derogatory information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions. The employee's responding statement will also be entered in his/her master personnel file.
 - c. If an employee feels that any correspondence written on him/her was unjustified, he/she has the right to resort to the grievance procedure.
- 26.3** JEA will follow the principles of progressive discipline that discipline generally proceeds from:
- A Letter of Reprimand, to
 - A Final Written Reprimand, or suspension, or reduction in pay, to
 - A Demotion and/or Discharge.

Additionally, at management's discretion, a Last Chance Agreement may be used in lieu of dismissal. The parties recognize that the seriousness and circumstances surrounding an offense may warrant more or less severe discipline, depending upon all of the facts. Employees should be informed that failure to correct misconduct may lead to more severe discipline. When the situation warrants, JEA may provide counseling before implementing progressive discipline. The purpose of counseling is to advise an employee of required or prohibited conduct of which the employee was not aware, to document that such advice was given, and to remind the employee that future violations will be subject to discipline.

- 26.4** The possession or use of illegal drugs, alcohol and/or other intoxicating substances, while at work, or reporting to work under the influence of illegal drugs, alcohol and/or other intoxicating substances is a violation of JEA policies and procedures. Any employee taking prescription medication that has the potential to impact the employee's ability to do his/her work shall notify his/her supervisor of such usage.
- 26.5** An employee during the original probationary period shall be subject to discharge at the sole discretion of JEA, and its action shall not be the subject of an appeal grievance.
- 26.6** Unless waived by the employee, when an employee is off the payroll due to a suspension, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and his/her portion of the dependent medical premium.

ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

- 27.1** JEA and the Union mutually agree that each has a positive and distinct role in carrying out the concepts of Equal Employment Opportunity (EEO) irrespective of race, color, creed, national origin, religion, sex, age, and, disability. JEA and the Union agree to encourage all Unit employees to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.
- 27.2** It is agreed that the Union will participate in such activities which are required by EEO laws and regulations and the implementation of JEA Equal Access/ Equal Opportunity policies and procedures. The Union will advise appropriate Management of employees' dissatisfactions that do not constitute formal discrimination complaints but appear to be a potential source for discrimination complaints.
- 27.3** It is agreed that no official of JEA or the Union shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for appearing, testifying or furnishing evidence during any investigation or hearing procedures.

ARTICLE 28 - SEVERABILITY

If any provision of this Agreement shall be found to be invalid by any courts having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, and upon request of either party, JEA and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provision or provisions found to be invalid.

ARTICLE 29 - TERM, APPROVAL, AND AMENDMENTS

- 29.1** This Agreement, upon approval and ratification, shall become effective on October 1, 2019 and shall remain in effect through September 30, 2022.
- 29.2** It is acknowledged that this Agreement must be approved by the membership of the Union prior to submission for approval to and by JEA.
- 29.3** This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendments shall be reduced in writing, state the effective date of the amendment, and be executed and approved in the same manner as this Agreement.

APPENDIX A – PAY GRADES

| IBEW Job Classification Index | | | |
|-------------------------------|-------------|---|-----------|
| Job Code | Entry Level | Job Title | Pay Grade |
| 1039 | Y | Appr Electrical Technician | 209 |
| 1050 | Y | Appr I & C Technician | 209 |
| 1048 | Y | Appr Line Maintainer | 206B |
| 1046 | Y | Appr Mechanical Technician | 206 |
| 1083 | Y | Appr Meter Technician | 209 |
| 1059 | Y | Appr Network & Cable Splicing Tech | 206B |
| 1015 | Y | Appr Power Plant Operator | 210B |
| 1010 | Y | Appr Process Chemistry Technician | 209 |
| 1068 | Y | Appr Substation Technician | 209 |
| 1031 | Y | Associate Technician | 205 |
| 1008 | Y | Asst Process Chemistry Technician | 209A |
| 1060 | N | Electric Troubleshooter | 220A |
| 1040 | N | Electrical Technician | 218A |
| 1070 | N | Facilities O & M Mechanic | 215 |
| 1063 | N | Facilities O & M Technician | 217A |
| 1073 | Y | Facilities O&M Assistant Mechanic | 210 |
| 1065 | N | Facilities O&M Electrical Technician | 218A |
| 1042 | N | Facilities Operations Controller | 215 |
| 1071 | N/A | Field Service Technician II (RL) | 215 |
| 2162 | Y | Fuel Technician | 216 |
| 1051 | N | Instrument & Control Technician | 218A |
| 1012 | N | Inventory Control Technician | 206 |
| 1053 | N | Line Maintainer | 219 |
| 2313 | N | Maintenance Planner | 218A |
| 3323 | N | Material Handling E & I Tech | 217A |
| 3320 | Y | Material Handling Operator Maintainer I | 216B |
| 3321 | N | Material Handling Operator Maintainer II | 222 |
| 1047 | N | Mechanical Technician | 217* |
| 2315 | N | Meter Specialist | 214B |
| 2316 | N | Meter Specialist Senior | 215B |
| 2314 | Y | Meter Specialist Trainee | 203 |
| 1080 | N | Meter Technician | 218A |
| 1055 | N | Network & Cablesplicing Technician | 219 |
| 1016 | N | Power Plant Operator | 217* |
| 1017 | N | Power Plant Ops & Maintenance Analyst | 220 |
| 1056 | N | Power System Field Operator (RL) | 218A |
| 2310 | N | Predictive Maintenance Tech | 218A |
| 1009 | N | Process Chemistry Technician | 218 |
| 5530 | Y | Protection & Control System Technician I | 214C |
| 5531 | N | Protection & Control System Technician II | 230 |
| 1032 | N | Staff Technician | 213 |
| 1035 | N | Storekeeper (RL) | 215 |
| 1069 | N | Substation Technician | 219 |
| 1033 | N | Systems Technician - Electric | 224 |
| 1034 | N | Systems Technician - W/WW | 224 |
| 3101 | N | Transformer Shop Technician | 214B |
| 6998 | N | Utility Investigator | 215B |
| 1118 | N | Vehicle Asset Coordinator | 216A |

| Job Code | Entry Level | Classification Title | Pay Grade | FY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------|-------------|--|-----------|-------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2314 | Y | Meter Specialist Trainee | 203 | 19/20 | \$20.53 | \$21.55 | \$22.63 | \$23.76 | | | | |
| | | | | 20/21 | \$21.25 | \$22.31 | \$23.43 | \$24.60 | | | | |
| | | | | 21/22 | \$22.00 | \$23.10 | \$24.26 | \$25.47 | | | | |
| 1031 | Y | Associate Technician | 205 | 19/20 | \$23.76 | \$24.95 | \$26.20 | \$27.52 | | | | |
| | | | | 20/21 | \$24.60 | \$25.83 | \$27.12 | \$28.49 | | | | |
| | | | | 21/22 | \$25.47 | \$26.74 | \$28.07 | \$29.49 | | | | |
| 1046 | Y | Appr Mechanical Technician | 206 | 19/20 | \$19.85 | \$20.84 | \$21.88 | \$22.98 | \$24.13 | \$25.34 | \$26.60 | \$27.94 |
| 1012 | N | Inventory Control Technician | | 20/21 | \$20.55 | \$21.57 | \$22.65 | \$23.79 | \$24.98 | \$26.23 | \$27.54 | \$28.92 |
| | | | | 21/22 | \$21.27 | \$22.33 | \$23.45 | \$24.63 | \$25.86 | \$27.15 | \$28.51 | \$29.94 |
| 1048 | Y | Appr Line Maintainer | 206B | 19/20 | \$22.74 | \$23.88 | \$25.07 | \$26.33 | \$27.64 | \$29.02 | \$30.47 | \$31.99 |
| 1059 | Y | Appr Network & Cable Splicing Tech | | 20/21 | \$23.54 | \$24.72 | \$25.95 | \$27.26 | \$28.61 | \$30.04 | \$31.54 | \$33.11 |
| | | | | 21/22 | \$24.37 | \$25.59 | \$26.86 | \$28.22 | \$29.62 | \$31.10 | \$32.65 | \$34.27 |
| 1015 | Y | Appr Power Plant Operator | 210B | 19/20 | \$22.38 | \$23.50 | \$24.67 | \$25.90 | \$27.20 | \$28.56 | \$29.99 | \$31.49 |
| | | | | 20/21 | \$23.17 | \$24.33 | \$25.54 | \$26.81 | \$28.16 | \$29.56 | \$31.04 | \$32.60 |
| | | | | 21/22 | \$23.99 | \$25.19 | \$26.44 | \$27.75 | \$29.15 | \$30.60 | \$32.13 | \$33.75 |
| 1039 | Y | Appr Electrical Technician | 209 | 19/20 | \$22.98 | \$24.13 | \$25.34 | \$26.60 | \$27.94 | \$29.34 | \$30.81 | \$32.35 |
| 1050 | Y | Appr I & C Technician | | 20/21 | \$23.79 | \$24.98 | \$26.23 | \$27.54 | \$28.92 | \$30.37 | \$31.89 | \$33.49 |
| 1083 | Y | Appr Meter Technician | | 21/22 | \$24.63 | \$25.86 | \$27.15 | \$28.51 | \$29.94 | \$31.44 | \$33.01 | \$34.67 |
| 1010 | Y | Appr Process Chemistry Technician | | | | | | | | | | |
| 1068 | Y | Appr Substation Technician | | | | | | | | | | |
| 1008 | Y | Asst Process Chemistry Technician | 209A | 19/20 | \$25.34 | \$26.60 | \$27.94 | \$29.34 | \$30.81 | \$32.35 | | |
| 1082 | Y | | | 20/21 | \$26.23 | \$27.54 | \$28.92 | \$30.37 | \$31.89 | \$33.49 | | |
| | | | | 21/22 | \$27.15 | \$28.51 | \$29.94 | \$31.44 | \$33.01 | \$34.67 | | |
| 1073 | Y | Facilities O&M Assistant Mechanic | 210 | 19/20 | \$24.83 | \$26.08 | \$27.38 | \$28.75 | | | | |
| | | | | 20/21 | \$25.70 | \$27.00 | \$28.34 | \$29.76 | | | | |
| | | | | 21/22 | \$26.60 | \$27.95 | \$29.34 | \$30.81 | | | | |
| 1032 | N | Staff Technician | 213 | 19/20 | \$30.87 | \$32.41 | \$34.04 | \$35.73 | | | | |
| | | | | 20/21 | \$31.96 | \$33.55 | \$35.24 | \$36.99 | | | | |
| | | | | 21/22 | \$33.08 | \$34.73 | \$36.48 | \$38.29 | | | | |
| 2315 | N | Meter Specialist | 214B | 19/20 | \$27.44 | \$28.82 | \$30.26 | \$31.77 | \$33.35 | \$35.02 | | |
| 3101 | N | Transformer Shop Technician | | 20/21 | \$28.41 | \$29.83 | \$31.32 | \$32.89 | \$34.52 | \$36.25 | | |
| | | | | 21/22 | \$29.41 | \$30.88 | \$32.42 | \$34.05 | \$35.73 | \$37.52 | | |
| 5530 | Y | Protection & Control System Technician I | 214C | 19/20 | \$29.47 | \$30.94 | \$32.48 | \$34.11 | | | | |
| | | | | 20/21 | \$30.51 | \$32.03 | \$33.62 | \$35.31 | | | | |
| | | | | 21/22 | \$31.58 | \$33.16 | \$34.80 | \$36.55 | | | | |
| 2316 | N | Meter Specialist Senior Utility Investigator | 215B | 19/20 | \$33.27 | \$34.94 | \$36.69 | \$38.52 | | | | |
| 6998 | | | | 20/21 | \$34.44 | \$36.17 | \$37.98 | \$39.87 | | | | |
| | | | | 21/22 | \$35.65 | \$37.44 | \$39.31 | \$41.27 | | | | |

| Job Code | Entry Level | Classification Title | Pay Grade | FY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------|-------------|--|-----------|-------|---------|---------|---------|---------|--------|--------|--------|--------|
| 1070 | N | Facilities O & M Mechanic | 215 | 19/20 | \$33.35 | \$35.02 | | | | | | |
| 1042 | N | Facilities Operations Controller | | 20/21 | \$34.52 | \$36.25 | | | | | | |
| 1071 | N/A | Field Service Technician II (RL) | | 21/22 | \$35.73 | \$37.52 | | | | | | |
| 1035 | N | Storekeeper (RL) | | | | | | | | | | |
| 2162 | Y | Fuel Technician | 216 | 19/20 | \$35.59 | \$37.37 | | | | | | |
| | | | | 20/21 | \$36.84 | \$38.68 | | | | | | |
| | | | | 21/22 | \$38.13 | \$40.04 | | | | | | |
| 1118 | N | Vehicle Asset Coordinator | 216A | 19/20 | \$33.66 | \$35.35 | \$37.12 | \$38.97 | | | | |
| | | | | 20/21 | \$34.84 | \$36.59 | \$38.42 | \$40.34 | | | | |
| | | | | 21/22 | \$36.06 | \$37.88 | \$39.77 | \$41.76 | | | | |
| 3320 | Y | Material Handling Operator Maintainer I | 216B | 19/20 | \$36.13 | \$37.93 | | | | | | |
| | | | | 20/21 | \$37.40 | \$39.26 | | | | | | |
| | | | | 21/22 | \$38.71 | \$40.64 | | | | | | |
| 1047 | N | Mechanical Technician | 217* | 19/20 | \$36.16 | \$37.97 | \$39.86 | \$41.86 | | | | |
| 1016 | N | Power Plant Operator | | 20/21 | \$37.43 | \$39.30 | \$41.26 | \$43.33 | | | | |
| | | <i>*Step 4 for Certified Mechanical Tech &</i> | | 21/22 | \$38.75 | \$40.68 | \$42.71 | \$44.85 | | | | |
| 1063 | N | Facilities O & M Technician | 217A | 19/20 | \$38.71 | \$40.65 | | | | | | |
| 3323 | N | Material Handling E & I Tech | | 20/21 | \$40.07 | \$42.08 | | | | | | |
| | | | | 21/22 | \$41.48 | \$43.56 | | | | | | |
| 1009 | N | Process Chemistry Technician | 218 | 19/20 | \$39.28 | \$41.25 | | | | | | |
| | | | | 20/21 | \$40.66 | \$42.70 | | | | | | |
| | | | | 21/22 | \$42.09 | \$44.20 | | | | | | |
| 1040 | N | Electrical Technician | 218A | 19/20 | \$39.86 | \$41.86 | | | | | | |
| 1065 | N | Facilities O&M Electrical Technician | | 20/21 | \$41.26 | \$43.33 | | | | | | |
| 1051 | N | Instrument & Control Technician | | 21/22 | \$42.71 | \$44.85 | | | | | | |
| 2313 | N | Maintenance Planner | | | | | | | | | | |
| 1080 | N | Meter Technician | | | | | | | | | | |
| 1056 | N | Power System Field Operator (RL) | | | | | | | | | | |
| 2310 | N | Predictive Maintenance Tech | | | | | | | | | | |
| 1053 | N | Line Maintainer | 219 | 19/20 | \$41.21 | \$43.27 | | | | | | |
| 1055 | N | Network & Cablesplicing Technician | | 20/21 | \$42.66 | \$44.79 | | | | | | |
| 1069 | N | Substation Technician | | 21/22 | \$44.16 | \$46.36 | | | | | | |

| Job Code | Entry Level | Classification Title | Pay Grade | FY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------|-------------|---|-----------|-------|---------|---------|---------|---------|---------|---------|--------|--------|
| 1017 | N | Power Plant Ops & Maintenance Analyst | 220 | 19/20 | \$42.64 | \$44.77 | | | | | | |
| | | | | 20/21 | \$44.14 | \$46.34 | | | | | | |
| | | | | 21/22 | \$45.69 | \$47.97 | | | | | | |
| 1060 | N | Electric Troubleshooter | 220A | 19/20 | \$45.46 | \$47.74 | | | | | | |
| | | | | 20/21 | \$47.06 | \$49.42 | | | | | | |
| | | | | 21/22 | \$48.71 | \$51.15 | | | | | | |
| 3321 | N | Material Handling Operator Maintainer II | 222 | 19/20 | \$41.71 | \$43.79 | | | | | | |
| | | | | 20/21 | \$43.17 | \$45.33 | | | | | | |
| | | | | 21/22 | \$44.69 | \$46.92 | | | | | | |
| 1033 | N | Systems Technician - Electric | 224 | 19/20 | \$37.58 | \$39.46 | \$41.44 | \$43.51 | \$45.68 | \$47.97 | | |
| 1034 | N | Systems Technician - W/WW | | 20/21 | \$38.90 | \$40.85 | \$42.90 | \$45.04 | \$47.28 | \$49.65 | | |
| | | | | 21/22 | \$40.27 | \$42.28 | \$44.41 | \$46.62 | \$48.94 | \$51.39 | | |
| 5531 | N | Protection & Control System Technician II | 230 | 19/20 | \$39.28 | \$41.25 | \$43.31 | \$45.47 | \$47.75 | | | |
| | | | | 20/21 | \$40.66 | \$42.70 | \$44.83 | \$47.07 | \$49.43 | | | |
| | | | | 21/22 | \$42.09 | \$44.20 | \$46.40 | \$48.72 | \$51.17 | | | |

**APPENDIX B - FEDERAL HIGHWAY ADMINISTRATION & RANDOM TESTING FOR
SAFETY SENSITIVE POSITIONS CONTROLLED SUBSTANCE AND ALCOHOL USE TESTING
PROGRAM PROCEDURE**

I. Purpose

- A. To establish a procedure to randomly select employees for alcohol and substance testing as required by the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program, 49 CFR 382, and for random testing of safety sensitive positions.
- B. To establish a procedure that is well documented and can be sufficiently audited and verified.
- C. To ensure that employees selected for testing are notified in a timely manner.
- D. To ensure that employees are selected in a fair and impartial manner.

II. Process

A. Determination of eligible employees

- 1. The Director Employee Services or designee, (the “Director”) will generate the master list of employees eligible for random testing. Eligibility pursuant to the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program will be based on the criteria as determined by the Federal Highway Administration and the responsibilities and duties of JEA personnel. There will be a separate Master List for CDL testing and a separate Master List for safety sensitive testing.
- 3. The Master Lists will be reviewed monthly to insure that the Master Lists properly reflect any employees who are no longer eligible (e.g., through resignation, promotion, no longer safety sensitive, etc.) and employees who should be added (e.g., new hires, promotions, safety sensitive, etc.). If an employee believes that he/she is no longer safety sensitive, the employee shall notify the Union in writing or by e-mail. The Union shall notify Director Employee Services in writing or by e-mail, with a copy to the employee’s Manager. If an employee’s Manager believes that the employee is no longer safety sensitive, the Manager shall notify the Director Employee Services and the Union in writing or by e-mail, with a copy to the employee. Where applicable, the notification (by the employee or the manager) shall specify the anticipated length of time during which the employee will not be “safety sensitive”.

3. The Master Lists shall include:
 - a. Employee name
 - b. Job Title
 - c. Cost Center
 - d. Identification Number, e.g. Badge Number
 - e. A number assigned sequentially from the beginning of the list to the end.
4. The Director Employee Services shall match the random numbers with the corresponding employee name on the Master Lists.
5. The Director Employee Services shall contact the employee's Manager and inform the Manager that the employee must report to the designated drug and alcohol testing center within two (2) hours of the Manager notifying the employee.
6. The employee's Manager shall take reasonable steps to ensure that the employee can timely arrive at the appropriate testing location. If a management error prevents timely arrival of the employee, the employee will not be required to be tested at a later date or time as a result of that particular selection.
7. The results of the contact attempt shall be logged by the Manager. The log entry shall indicate the employee's name, date and time of notification by the Manager, and contact result (e.g., whether successfully contacted or not).
8. An employee selected for testing shall be excused from testing if he/she is off from work on a prior approved absence, or due to the employee's work schedule (e.g., an employee on night shift). There are no other exceptions. The parties agree that the reference to excusing employees on night shift refers only to employees intermittently or periodically working on night shift. Employees for whom night shift is their only schedule are not excused from testing provided they are scheduled and report to work the same date of the random selection. It is incumbent on Management to notify the employee and arrange the logistics for the collection of the sample.
9. Prior to the actual selection, a Union representative may request to review the Master Lists. A copy of the Master Lists shall be provided to the Union representative on request.

B. Random Number Generation

1. On the day of testing, a computer program will be used to randomly generate the numbers. The user of the program will enter the beginning

and ending sequential numbers assigned to the eligible employees and the number of selections that are to be made. Additional numbers may be selected to allow for employees who are not available on the day of testing. All numbers generated may be used. Excess or deficiencies will be determined prior to the end of each calendar year in order to comply with the required percentages.

2. The program will output the selections to a predetermined printer. The primary numbers will appear first on the report listing the generated numbers, followed by an equal number of alternate selections. When the selections have been printed, a single digit number (+ or -), that has been previously provided by a Union representative, will be applied to the "circular" list of selections, thereby designating the employees who are to be actually selected. The Union representative may request to view the process of number generation or to review the paperwork. No such request shall be denied, provided it can be accomplished in such a manner that prevents the Union representative or the fact of his being permitted to view the process from providing advance notice to any employee subject to testing that a test will be conducted on any particular day, and provided the Union representative reports to the designated Employee Services area within forty-five (45) minutes of notification.
3. The random number generation shall be conducted twice each time testing occurs for CDL employees; one each for alcohol and for drug testing. The random number generation shall be conducted twice each time testing occurs for safety sensitive employees; one each for alcohol and for drug testing.
4. Random testing shall occur not more than twice monthly for CDL employees and not more than twice monthly for safety-sensitive employees.

C. Notification of Employees

JEA shall determine the date when the employees are notified for drug and alcohol testing. JEA will take into consideration any known emergencies or unusual circumstances that may exist.

APPENDIX C - SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY

| <u>ABBREVIATION</u> | <u>DEFINITION</u> |
|---|---|
| DISPATCH VEHICLE | RESPONSIBLE FOR DISPATCH OF EMERGENCY VEHICLES (EITHER EMERGENCY RESPONSE/PUBLIC SAFETY VEHICLES OR OTHER VEHICLE IN EMERGENCY SITUATIONS). |
| MAINT OF VEHICLE | MAINTENANCE OF THE TYPE AND KIND THAT IF PERFORMED IMPORPERLY COULD RESULT IN DANGER TO THE OCCUPANTA/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) | TRANSPORT, 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 CONSTRUCITON EQUIPMENT. |
| HAZARDOUS EQUIPMENT/CONDITIONS | PERFORMS HAZARDOUS/PERILOUS WORK, AND/OR WORKS WHERE THE INDIVIDUAL MAY CAUSE HARM TO HIMESELF 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-SENTITIVE 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 - GRIEVANCE FORM

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL
NO. 2358
GRIEVANCE FORM**

NEGOTIATED GRIEVANCE PROCEDURE

_____ Employee(s) _____ Union _____ Management
_____ Initiated _____ Initiated _____ Initiated _____ Date of event that caused grievance

_____ I desire Union Representation _____ I desire to represent myself
_____ I do not desire Union Representation _____ I desire legal counsel representation

Grievant/Steward _____ Date _____
(print name & signature of employee filing grievance)

Article(s) Allegedly Violated _____

STEP 1

GRIEVANT: Describe in brief detail the facts that lead to the grievance. If necessary, attach comments on a separate document.

RELIEF REQUESTED: briefly state corrective action desired:

Received by _____ Date: _____
(print name & sign)

Step 1 meeting date: _____

Step 1 decision: _____ (attach written statement)

Date:

(Sustained or Denied)

Manager/Director Signature: _____

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 2358
GRIEVANCE FORM**

STEP 2

Grievant/Union President/Designee: _____
(print & sign)

To: _____ Received by: _____ Date: _____

(Manager of Labor Relations) (print & sign)

State Objections to Step 1 decision:

Step 2 meeting date: _____ Step 2 decision: _____ (attach written statement)
(Sustained or Denied)

Vice President: _____
(print & sign)

REQUEST FOR ARBITRATION

Request by: _____ Date: _____
(Union President/Designee print & sign)

To: Labor Relations

Received by: _____ Date: _____
(print & sign)

APPENDIX E – EMPLOYEE PROTECTION AND RETENTION AGREEMENT

APPENDIX 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,

[ID Number]

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:

[Signature Page to Employee Protection and Retention Program Agreement]

[ID Number]

A

Accidental death benefits, 52
Annual Leave, 37
Applying for and Scheduling Leave, 35
Apprenticeship Program, 74
Apprenticeship Program Pay Plan, 65
Arbitration, 70

B

Bereavement Leave, 47
Bulletin Boards, 72

C

Cell phone, 27
Certification, 59
Changes in the rules, 23
Conditions of employment, 11
Controlled Substance Abuse and Testing, 76
Controlled Substance And Alcohol Use, 95

D

Discipline and Discharge, 86
Distribution of overtime, 23

E

Emergency call-outs, 21
Emergency contact, 25
Employee Protection and Retention Agreement, 102
Entrance Salary Rates, 62
Equal Employment Opportunity, 88
Essential Employees, 30
Extended Work Week Schedule, 17

F

Family and Medical Leave Act (FMLA), 47
Federal Highway Administration, 95
Funeral Leave, 48

G

General Increase, 62
General Working Conditions, 25
Grievance, 7, 13
Grievance Form, 99
Grievance Procedure, 67

H

Holidays, 50

I

Instructor Compensation Supplement, 60

J

Jury Duty, 48

L

Late for work, 16
Leave of Absence with Pay, 46
Leave of Absence Without Pay, 46
Leave Usage (Generic), 32
Life Insurance, 52

M

Management right, 10
Medical and/or psychiatric examination, 25
Medical Insurance, 52
Military Leave, 45
Minimum pay for call out, 22
Mutual Aid Work, 31

N

Non-Essential Employees, 29
Non-shift Employees, 17

O

On the Job Injury, 56
Organizational changes, 10
Overtime, 19

Overtime record, 23

P

Paid rest time, 24
Pay for call back, 22
Personal Leave (Plan H), 43
Personal protective equipment, 26
Pool Time, 14
Premium Pay, 21
Premium payments, 23
Promotional Examinations, 11

R

Random Testing For Safety Sensitive Positions, 95
Recapitalization Event, 40
Relief Employees, 18
Rest period, 23
Retirement Benefits, 52
Rights of Employer, 5

S

Safety Sensitive Positions Definitions, 98
Safety Shoes, 27
Schedule change, 19
Schedule Premium, 58
Scheduled overtime, 20, 22
Shift Employees, 16
Special Meetings, 12
Standby Compensation, 58
Stewards, 13
System or Limited Emergencies, 28

T

Take home vehicles, 27
Terminal Benefits, 53

U

Unauthorized leave without pay, 33
Undocumented unscheduled leave, 32
Union dues, 7
Union representation, 8

V

Voting, 48


W


Witness Duty, 48

IN WITNESS WHEREOF, WE, the Negotiating Teams for the parties hereto have set our hand this 19th day of September 2019.


For the JEA:


Andy Bemis


Eileen Hill



Jeremy Mathews



Joe Pineda

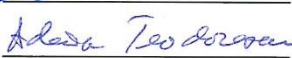

Christalyn Pruitt


Maritza Rivera-Clapp



Walt Hiscox


Maria Salguero


Maryanne Evans


Adela Teodorova

For the IBEW (Local #2358):


Valerie Gutierrez


David Redd



Jesse Ferraraccio



Jacob Wyss


James Taylor


Kyle Padgett


Lance Castor

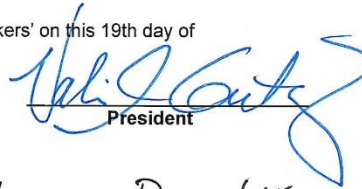

Marvin Webster


Wayne McDonald


Randy Barlow


Rick Goodin

Approved by the International Brotherhood of Electrical Workers' on this 19th day of
September 2019.


President

Approved by the Jacksonville City Council on this 2nd day of December
2019.

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

4 **ORDINANCE 2019-730th-E**

5 AN ORDINANCE APPROVING THE COLLECTIVE
6 BARGAINING AGREEMENT BETWEEN JEA AND
7 INTERNATIONAL BROTHERHOOD OF ELECTRICAL
8 WORKERS, LOCAL 2358 (IBEW), SUCH AGREEMENT
9 COMMENCING OCTOBER 1, 2019 AND ENDING
10 SEPTEMBER 30, 2022; PROVIDING AN EFFECTIVE
11 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 International Brotherhood of
16 Electrical Workers, Local 2358 (IBEW), a copy of the agenda item is
17 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 International Brotherhood of Electrical Workers, Local 2358
21 (IBEW); and

22 **WHEREAS**, the on September 19, 2019, the International
23 Brotherhood of Electrical Workers, Local 2358 (IBEW) ratified the
24 Collective Bargaining Agreement between JEA and the International
25 Brotherhood of Electrical Workers, Local 2358 (IBEW); and

26 **WHEREAS**, JEA has requested that the City Council approve the
27 Collective Bargaining Agreement; now therefore

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


29 **Section 1. JEA and International Brotherhood of**
30 **Electrical Workers, Local 2358 (IBEW) Agreement Approved.** That
31 certain Collective Bargaining Agreement between JEA and the

1 International Brotherhood of Electrical Workers, Local 2358 (IBEW),
2 a copy of which is On File with the Legislative Services Division,
3 and by this reference is made a part hereof, is hereby approved.
4 Said Collective Bargaining agreement is for a term commencing
5 October 1, 2019 and ending September 30, 2022.

6 Section 2. Effective Date. This ordinance shall become
7 effective upon signature by the Mayor or upon becoming effective
8 without the Mayor's signature.

9

10 Form Approved:

11 
12 _____

13 Office of General Counsel

14 Legislation Prepared By: Sean B. Granat

15 GC-#1308860-v1-JEA_IBEW.docx

16



APPROVED BY THE JEA BOARD
AT ITS MEETING ON 9/24/2019
AGENDA ITEM # III. E.

INTER-OFFICE MEMORANDUM
September 20, 2019

SUBJECT: APPROVAL OF JEA COLLECTIVE BARGAINING AGREEMENTS

FROM: Jon Kendrick, Chief Human Resources Officer

TO: JEA Board of Directors

BACKGROUND:

JEA entered bargaining negotiations with each of its five collective bargaining units (CBU's) this summer. Negotiations are held every three years and, consequently, contracts are negotiated for three-year terms. These contracts will be valid for fiscal years 2020, 2021, and 2022.

DISCUSSION:

JEA reached agreement with all five CBUs on new contracts. Included in these agreements are several of the minimum requirements of the ITN, specifically pension protection and retention agreements. Contract legislation will be filed with the City Council following approval by the JEA Board of Directors with the following timeline anticipated:

- 10/2 – File legislation
- 10/8 – Introduced at the Council meeting
- 10/22 – Public hearing
- 11/4 – Committee action during this week
- 11/12 – Vote on final ratification

International Brotherhood of Electrical Workers (IBEW)

Number of employees: 532
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/19/19

Laborers' International Union of North America (LIUNA)

Number of employees: 359
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/19/19

Jacksonville Supervisors Association (JSA)

Number of employees: 187
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/18/19

American Federation of State, County and Municipal Employees (AFSCME)

Number of employees: 186
Wage terms: 3.5% general increase to base each year.
Expected Union Ratification Date: 9/20/19

Professional Employees Association (PEA)

Number of employees: 290

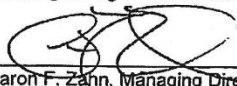
Wage terms: For each year, the following

- 3% Performance Pool
- 2% General Increase to Base
- 2% Increase to Min of all Pay Grades
- 3.5% Increase to Max of All Pay Grades

Expected Union Ratification Date: 9/20/19

RECOMMENDATION:

JEA staff is recommending that the Board approve the Collective Bargaining Agreements included in Appendices I, J, K, L, and M and approve presenting the agreements to City Council.



Aaron F. Zahn, Managing Director/CEO

ORDINANCE 2019-730-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

November 26, 2019



SCOTT WILSON
COUNCIL PRESIDENT

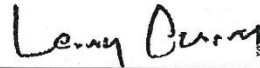
DEC 0 2 2019

ATTEST:



DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: _____



LENNY CURRY, MAYOR

