

AGREEMENT BETWEEN

JEA

AND

JEA SUPERVISOR'S ASSOCIATION



October 1, 2019 – September 30, 2022

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Preamble

This Agreement is entered into on this first day of October, 2019 by and between JEA and its successors, and the JEA Supervisors Association, hereinafter referred to as the "Association". 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 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 JEA, its employees, and the Association.

The parties agree that this Agreement shall be applied impartially to all employees in the Unit. It is acknowledged that the Association represents employees who are in supervisory/professional capacities; therefore, necessitating the closest of working relationships and cooperative efforts.

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, Part II, Florida Statutes, JEA recognizes that the Association is the exclusive representative of all employees in the Unit as defined in paragraph 1.2 of this Article, as certified by the Public Employees Relations Commission (PERC) in Certification Number 394, as amended. The Association recognizes the responsibility of representing the interests of all employees in the Unit without discrimination and without regard to Association membership with respect to matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.
- 1.2 The recognized Unit includes classified employees who are employed by JEA, in the specific classifications included in the Association located in Exhibit "A". Specifically excluded are, all managerial, and confidential employees within the meaning of Section 447.203 (4.5) Florida Statutes, and employees included in the Units having exclusive recognition in accordance with Chapter 447, Florida Statutes.
- 1.3 One copy of this Agreement shall be furnished by JEA for each employee represented by the Association and twenty-five (25) copies furnished to the Association concurrently with distribution to appointed personnel. JSA shall be responsible for distributing copies of this Agreement to their membership.
- 1.4 One copy of this Agreement shall be furnished by JEA to each employee who initially enters into the Association. JEA shall notify the Association, on a monthly basis, of any new employees hired / promoted into the Association, the location and what job classification they will hold.
- 1.5 Management will place an electronic copy of this Agreement on the JEA Intranet site along with any associated amendments, Memorandums of Agreements, or Memorandum of Understandings. Such posting of this Agreement will also serve the purpose of calling employees' attention to the fact that the Association has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.
- 1.6 In the event that JEA's operation is sold, leased, transferred or taken by sale, transfer, lease or assignment, whether by a public or privately owned entity, JEA shall make it a condition of any such transfer that the successor shall be bound by the terms of this Agreement.

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 including the establishment of new units 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 units.
 6. The right to take disciplinary action for proper cause 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, work hours, work week and the number of shifts.
 10. The right to enforce JEA 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 Association recognizes and agrees that JEA retains sole and exclusive rights to manage the affairs of JEA 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.
- 2.3 For the purposes of this Agreement, an emergency is defined as any combination of circumstances which require immediate action as determined by JEA Management.

Article 3 Rights of Employees

- 3.1 Each employee of the Association has the right, freely and without fear of penalty, to join, and assist the Association 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 This Article does not authorize participation in the Management of the Association, or acting as a representative of the Association by an employee when serving in a managerial/confidential capacity either in a temporary upgrade or provisional status. Employees shall not officially represent the Association when their officially assigned duties might result in a conflict of interest during working hours.
- 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 Association 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 Association and neither the Association nor any employee shall attempt to intimidate or coerce any employee into joining or continuing in said organization, or interfere with him/her in any way because of failure or refusal on his/her part to join said organization. Management agrees not to discriminate for or against the Association, 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 interest of JEA and its employees.
- b. Upon receipt of a stipulated, lawfully executed written authorization from an employee, JEA agrees to deduct the regular dues of the Association from such employee, from his/her bi-weekly pay and remit such deduction to the Association within thirty (30) calendar days from the date of deduction. A charge not to exceed the cost of \$1.44 per employee per contract year shall be assessed and deducted monthly. The Association will notify Management, in writing, thirty (30) calendar days prior to any change in the regular dues structure. It is understood that an employee may revoke, in writing, at any time, his/her authorization for dues deduction. Dues revocation may be processed through the Association, but in the event of direct revocation, the Association will be notified within ten (10) work days.
- 3.4 Nothing in this Agreement shall be construed to prevent any public 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 Association, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, when in effect and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- 3.5 Employees have Weingarten Rights only during an investigatory interview (e.g. fact finding) which occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend their conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request Association representation. Management is not

required to inform the employee of his/her Weingarten Rights; it is the employee's responsibility to know and request representation before or during the meeting and/or fact-finding interview. When employee makes a request for Association representation, the employer must grant the request, and delay the questioning until the Association representative arrives; or deny the request and end the interview; or give the employee a choice of having the interview without representation.

- 3.6 Two-way Feedback Sessions shall not be used as a forum for fact-finding or questioning for disciplinary determination purposes.
- 3.7 No official or representative of either JEA or the JSA shall interfere with, restrain, coerce, intimidate, or take reprisals against any employee for appearing, testifying, or furnishing evidence during any investigation or hearing procedures. Provided, however, that nothing herein shall prohibit JEA from taking disciplinary action against any employee for proper cause.

Article 4
Rights of the JEA Supervisors Association

- 4.1 The Association shall have the right and the responsibility to present its views to JEA at the appropriate level as provided by this Agreement. If either party so requests, JEA and the Association 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 President or in his/her absence, his/her designated alternate will be the official spokesperson for the Association in any matters pertaining to this Agreement.
- 4.3 It is agreed that the Association may use designated facilities of JEA in which to hold regular and special meetings, insofar as such usage will not interfere with the operations of JEA. Requests for JEA to participate at the meeting shall be accomplished in accordance with Article 6 of the Agreement.
- 4.4 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 Association as defined in Section 4.2 and Article 7.3, by copy of such item. If the Association wishes to discuss such items, a special meeting may be requested as outlined in Article 6.1.
- 4.5 JSA maintains the right to request and receive public records in accordance with the provisions contained in Florida Statutes, Section 119. Records requested which are available in electronic format or are maintained by JEA in electronic format will be turned over electronically and provided via e-mail copied disk at no charge to the JSA.

Article 5
The Agreement and Its Relation to Law and Regulations

- 5.1 It is agreed and understood that the administration of all matters covered by this Agreement, JEA, the Association and the Association's members are governed by existing or future laws and regulations of the State of Florida and the City of Jacksonville, including provisions as set forth in Chapter 447, Florida Statutes.
- 5.2 The Association and its officers agree that during the life of this Agreement they shall not 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 discipline any or all employees who violate the provision of this paragraph.
- 5.3 JEA and the Association agree that the basic intent of this Agreement is to provide conditions of employment suitable to maintain a competent, productive and efficient work force. JEA and the Association agree that all provisions of this Agreement shall be applied to all employees covered by it.
- 5.4
- a. Any recommended classification and/or organizational changes {including reallocation of position(s)} which are initiated by JEA and which affect the bargaining unit or bargaining unit employees will be presented, in writing, to the Association when they have been drafted in final form by JEA and no less than 30 days prior to implementation. This communication will be via electronic mail and will include a list of JSA incumbents.
 - b. Unless extended by mutual agreement, the Association will be given fifteen (15) calendar days from the date recommended changes are submitted within which to respond to the recommended changes.
 - c. The Association will thereafter submit to JEA a written statement of the Association's position on the final version of the recommended changes. It is understood that should the Association fail to meet this deadline it has waived its time allowed under the Civil Service and Personnel Rules and Regulations for responding to the recommended changes.
 - d. Unless extended by mutual agreement, the Association'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 Association.
 - e. Deadlines for the above may be extended upon mutual agreement between the JSA and the JEA.

Article 6

Special Meetings

- 6.1 JEA and the Association agree to meet and confer on matters applicable to this Agreement excluding Management's rights, upon the written request of either party. Upon mutual agreement, JEA and the Association may meet and confer on matters outside the four corners of this Agreement, or otherwise excluded by this provision. The written/ electronic 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 to be discussed shall automatically negate the request to meet unless otherwise mutually agreed upon by union spokesperson and the labor relations representative. Discussion shall be limited to the subject matters set forth in the request, and it is understood that the special meeting shall not be used to renegotiate this Agreement. Such special meetings shall be held within fifteen (15) calendar days of the written/electronic request and at a time and place mutually agreeable to both parties. JEA and the Association shall have the right at these special meetings to recommend corrections or solutions to any problems pertaining to the subject matter(s) under discussion. Within fifteen (15) calendar days from the date of the meeting, JEA or the Association will respond in writing including email to the other party concerning the matter(s) discussed. Time limits to meet and /or respond may be extended upon mutual agreement between JEA and JSA.

Article 7
Association Representation

- 7.1 a. The President of the Association or their designee shall furnish Labor Relations in writing, the names of all elected officers of the Association and any changes thereto.
- b. The President of the Association or their designee shall furnish JEA in writing with the names and area(s) of assignment for all Association Representatives. A copy will be furnished to Labor Relations and the management chain of each affected business unit (for these purposes "management chain" meaning appointed managers through executive management). Representatives will not be allowed to function as such until the above written notification has been received.
- 7.2 Commensurate with the provisions of this Agreement, recognized Association 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 Association Representative shall be denied any right or privilege otherwise entitled to because of his/her serving as an Association Representative.
- 7.3 JEA shall recognize one (1) President and one (1) vice-president so designated by the Association. The President, or in his/her absence, the designated alternate will serve as the "official" point of contact for all Association business pertaining to this Agreement between JEA and the Association.
- 7.4 a. JEA recognizes up to fifteen (15) Association stewards designated by the Association.
- b. Each steward whenever possible, shall be selected from and represent Association members in their respective work locations. However, exceptions may be made on a case by case basis.
- c. Within thirty (30) calendar days of every election, the President of the Association or their designee shall advise Labor Relations in writing, the names of the Association stewards and the areas or locations that they will be representing. The President of the Association or their designee will also advise Labor Relations whenever changes are made to stewards or areas they represent.
- d. In the event of the absence of the assigned steward, the President or Vice-President of the Association will designate, or serve as an alternate steward.
- e. It is understood that any reorganization in specified segments/centers/departments may require a change in the number of stewards. The association will be given advance notice in these cases in order to accomplish the change concurrently.
- 7.5 Association Representatives 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. Representatives must notify and secure approval of their immediate manager or designee prior to their actions in this regard. If approval is by the designee, the immediate manager will be informed via email at the same time. It is acknowledged that only one (1) Representative will need to work on specific grievances from an employee. Upon entering an area other than his/her own, he/she shall notify that manager of his/her presence and purpose. Representatives will only be granted time off under this provision when they are requested by an employee to assist him/her in his/her

grievance(s). Representatives may receive and discuss grievances of employees on the premises or in the field on JEA time but only to such extent as does not neglect, retard or interfere with the work and duties of the Representatives, or with the work or duties of other employees.

- 7.6 No compensation shall be made for Association Representatives' activities in representation of employees when such activities are conducted during hours other than their own work hours. When feasible, JEA will endeavor to schedule meetings during regular work hours.

When requested, specified representatives of the Association will be allowed time off with pay from regularly scheduled work to attend meetings with JEA. In the event such meetings extend beyond the usual working hours, or are scheduled outside regular working hours, compensation shall be paid by JEA for time outside of regular working hours and days. This provision is applicable to meetings during such meetings designated by JEA. When feasible, JEA will endeavor to schedule during regular work hours.

- 7.7
- a. Each employee may, by submitting written authorization to Employee Services through the Vice President, Director, or Manager, be allowed to contribute one (1) hour or more of his/her accrued Vacation/Annual/Personal Leave time toward a pool-of-time which may be drawn upon for official Association business.
 - b. The Association shall request use of this time by submitting a written request to the appropriate, Vice President, Director, or Manager, in advance, unless the advance notice is waived by the Vice President, Director, or Manager, and provided the employee's absence will not seriously interfere with system operations. For accounting purposes, the Association's request for pool time shall also be forwarded to Labor Relations.
 - c. Use of pool time by the Association shall only be authorized by the official Association spokesperson.
 - d. JEA agrees to match up to two-hundred and fifty (250) hours of pool time hours contributed by Association members to the Association's pool time account on an annual basis.
- 7.8 JEA agrees, in the interest of enhancing communications with the Association, to provide the President of the Association with a copy of the JEA Board Meeting Agenda (including any proposed resolutions regarding proposed legislation to be enacted by the City Council/State Legislature) prior to such regular meetings. The President of the Association or their designee shall be granted time off during normal working hours without loss of pay to attend JEA Board of Directors meetings. Board meetings will not be attended on overtime.

Article 8

Hours of Work and Overtime

8.1 For accounting purposes, the standard work week for all employees shall be from 0000 Monday through 2400 Sunday. Each Vice President or Director shall within each of his/her departments, sections, areas or teams formulate a set of rules governing reporting time and attendance requirements. The department, sections, areas, or teams shall consider input and comments from the union / Association when formulating or amending these rules.

8.2 Annual leave, personal leave, annual military training leave, union pool time, leave while on the active payroll due to an on-the-job-injury, and any authorized paid leave shall be construed as time worked. Paid parental leave shall not be construed as time worked.

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

1. Shift Employees

(A) A shift employee is defined as an employee whose normal schedule of work changes on a regular or rotating basis. (Staggered starting times alone do not define shift employees.)

(B) (i) Those employees whose present normal work week is scheduled in consecutive days of twelve (12) consecutive hours are considered shift employees.

(ii) In addition, the Customer Relationship Group may establish shift schedules of eight (8) and ten (10) consecutive hours for Emergency Dispatchers and Water Wastewater Dispatchers to work rotating shifts Monday through Sunday between the hours of 6 am and midnight. Except in the case of volunteers, these employees will be selected from all Emergency Dispatchers and Water Wastewater Dispatchers. These employees may be selected by using the following methods in the order listed:

(a) Volunteers. With the senior, qualified employee being considered first.

(b) Assignment. The least senior, qualified employee shall be assigned.

(iii) In addition, the Customer Relationship Group may establish shift schedules of three (3) consecutive twelve (12) hour shifts and one (1) eight (8) hour shift Monday through Thursday, and one (1) eight (8) hour shift, and three (3) consecutive twelve hour shifts Thursday through Sunday. The specific sequence, rotation and overtime payment will be as follows:

- 1st week shift (1) 44 hours Monday, Tuesday, and Wednesday 7:00am to 7:00pm, (12 hr) and Thursday from 7:00am to 3:00pm or 8:00am to 4:00pm (8 hr)
 - 2nd week shift (1) 36 hours Monday, Tuesday, and Wednesday, 7:00am to 7:00pm (12 hr).
 - 1st week shift (2) 36 hours Friday, Saturday, and Sunday 7:00am to 7:00pm (12 hr).
 - 2nd week shift (2) 44 hours Thursday, from 7:00am to 3:00pm or 8:00am to 4:00pm (8 hr) and Friday, Saturday, and Sunday, 7:00am to 7:00pm (12 hr).
- (1) At JEA's discretion, the Thursday (8hr) shift will work 9:00AM to 5:00PM.
 - (2) The employees will be assigned to a "44/36" or "36/44" shift schedule. The intent is to have the employees work a total of 80 hours in a two-week period and receive pay equivalent to 82 hours at the employees' straight time rate (76 hours at straight time and 4 hours at time and one-half).
 - (3) These shifts will rotate between the Monday through Thursday shift and the Thursday through Sunday shift, at a mutually agreed upon sequence not to exceed three month intervals. Once agreed upon, the sequence of rotation will remain the same unless the parties mutually agree (including notice to the President of the Association) to change the sequence of rotation during the period of this agreement.
 - (4) For these shift schedules, overtime will commence after 12 hours on the 12-hour schedule and after 8 hours on the 8-hour schedule.

These employees may be selected by using the following methods in the order listed:

- (a) Volunteers with the senior, qualified employee being selected first.
 - (b) Assignment. The least senior, qualified employee shall be assigned.
- (C) Certain classifications in the Customer Field & Meter Services Area ("Meter Services") may work five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday, or four (4) consecutive ten (10) hour days, Monday through Thursday or Wednesday through Saturday, between 6:00 am and midnight. Upon mutual agreement between JEA and the employee, these employees may

be scheduled in four (4) ten (10) hour days, Monday through Saturday, with either Tuesday, Wednesday, or Thursday as their day(s) off.

- (D) Certain classifications in the Customer Care Center (Revenue Assurance, Counter and Branches, Credit and Collections, Major Accounts, Customer Care Center) may be scheduled in either five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday or four (4) consecutive ten (10) hour days, Monday through Thursday, or Wednesday through Saturday between 7:00 am and 9:00 p.m. Upon mutual agreement between JEA and the employee, these employees may be scheduled in four (4) ten (10) hour days, Monday through Friday, with either Tuesday, Wednesday, or Thursday as their day off.
- (E) Other work schedules may be implemented as mutually agreed between the employee, JSA (including notice to the President of the Association) and their appointed manager. Seniority shall be used should a conflict arise.

2. Non-shift Employees

- (A) The normal work week for non-shift employees consists of forty (40) hours.
- (B) The work week assignments for non-shift employees may be scheduled in either five (5) consecutive eight (8) hour days, Monday through Friday, or four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday. Upon mutual agreement between JEA and the employee, these employees may be scheduled in four (4) ten (10) hour days, Monday through Friday, with either Tuesday, Wednesday, or Thursday as their day off.
- (C) Other work schedules may be implemented as mutually agreed between the employee, JSA and their appointed manager. Seniority shall be used should a conflict arise.
- (D) **Extended Work Week Schedule**

(i) In those activities requiring work schedules other than the regular eight (8) hour work schedule, the eight (8) hour shift schedule, the ten (10) hour work day schedule or the twelve (12) hour shift schedule, work schedules shall consist of forty (40) hours a week or at least eighty (80) hours equivalent pay bi-weekly and may begin on any day of the week.

(ii) No employee assigned to this Extended Work Week Schedule shall be required to work any hours in excess of twelve (12) hours in any twenty-four (24) 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.

(iii) No employee assigned to this Extended Work Week Schedule shall be scheduled for more than twelve (12) Saturdays and twelve (12) Sundays per fiscal year unless the employee volunteers.

(iv) 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.

(v) 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.

(vi) When employees are assigned to an Extended Work Week Schedule it shall include two (2) consecutive days off, unless otherwise mutually agreed.

(vii) JEA shall provide a sixty (60) calendar day advance notice of Saturday/Sunday workweeks to the affected employees and the Association 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 full sixty (60) calendar day advance notice.

(viii) **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 these rules shall be furnished to the Association forty-five (45) calendar days prior to the intended date of implementation.

3. Relief Employees

(A) A relief employee is defined as an employee who normally works a non-shift schedule, but who works a shift schedule on relief, and is defined as an employee who may work either 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 16.2.a.) for any holiday that occurs during the period of such assignment. Relief employees are included in the following classifications:

- Certified Control Area Operator
- Emergency Dispatcher
- Operating Engineer
- Operation Shift Coordinator
- Operations Supervisor
- Power System Operator
- System Operator
- Unit Operator
- Water Wastewater Dispatcher

Classifications may be added to the above listing upon mutual agreement between JEA and JSA.

- (B) The normal work week for relief employees is scheduled in five (5) consecutive eight (8) hour days, or in four (4) consecutive ten (10) hour days. However, this may be changed as needed to any combination of eight (8), ten (10) or twelve (12) consecutive hour days, totaling at least eighty (80) hours biweekly pay for that biweekly pay period.
- (C) A minimum of sixteen (16) hours' notice will normally be given for relief assignment outside an employee's normal hours of work.
- (D) Changes in work schedule shall be rotated equally among relief employees as far as practicable and 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.

General Provisions

- (A) Should JEA determine to set work schedule assignments other than as provided above, the parties agree to reopen negotiations on this Article 8.3 upon thirty (30) days written notice. 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.
- (B) Except as otherwise provided in this Agreement, twenty (20) hours' notice will be required before changing an employee's 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 1/2) 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 work

week, 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.

- (C) All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal work day 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.
- (D) 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.
- (E) 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. However, this 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.
- (F) For purposes of this article, "Seniority" shall refer to time in a given classification, not total service time. In the case where employees have the same time in grade, promotional test scores will be used to determine seniority. However, should an arbitrator or Civil Service Board rule otherwise, JEA will abide by their ruling.

- 8.4 a. The Association and JEA recognize that in the interest of good service, there is a requirement for the employees covered by this Agreement to respond to emergency call-outs, when such emergencies are designated by JEA. JEA and the Association agree that Management shall determine the necessity for overtime work.
- b. 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.
- c. 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 costs forfeited due to cancelation of reservations, excess travel etc. provided action is taken by the employee to minimize the forfeited cost, 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.

8.5 Premium Pay

- a. Overtime hours worked shall be paid at the following rates:
 - 1. 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. For those assigned to the twelve (12) hour day, overtime shall commence after twelve (12) hours daily or forty (40) hours per week.

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.
 3. Compensation for overtime shall be in cash. The 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 may accrue up to two hundred forty (240) hours of compensatory time¹. However, JEA may pay off any amount of accrued compensatory time at any time, provided that any prior approved requests 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 - An employee who is called to work outside of and not continuous with his/her regularly scheduled working hours shall be compensated at least four (4) hours at the applicable overtime rate provided he/she reports to work at the designated time and place. If a supervisor is responsible for immediately contacting his/her crew from his/her residence to report for duty, then the employee will receive five (5) hours at the applicable overtime rate, and overtime shall begin upon the notification for call-out. No compensation shall be paid when the supervisor does not report to his/her place of duty. If an employee is dispatched to more than one (1) job before the end of the basic four (4) hour period, no extra time will be allowed. Minimum time provided herein does not apply if an early call-out extends into the start of the employee's regular work period.
- c. In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:
1. An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.
 2. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.
 3. The employee shall be compensated at his/her regular rate of pay for the minimum amount of time of one (1) hour or for the actual time worked if more than one (1) hour. Provided, however, that the employee will be compensated at one and one half (1 ½) times his/her regular rate of pay for all hours worked in excess of the applicable threshold found in Section 8.5(a)(1) of the collective bargaining agreement.

¹ One hundred sixty hours of overtime worked is equivalent to two hundred forty hours of compensatory time.

4. An employee who is on rest period when authorized under this provision to do work from his/her home shall not be compensated at double time. Nor shall the employee be compensated for minimum pay for call out pursuant to Section 8.5(b) of the collective bargaining agreement.

d. Scheduled Overtime - If an employee, who is scheduled to report for overtime, not continuous with his/her regularly scheduled working hours, receives notice of cancellation less than seven (7) hours before his/her scheduled starting time, he/she shall be compensated two (2) hours pay at the applicable overtime rate.

Should the employee have already reported to work to discover scheduled overtime has been canceled the employee shall be compensated four (4) hours pay at the applicable overtime rate, however, management can assign unscheduled work during this time.

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

8.6 a. An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday, shall upon release normally be entitled to an eight (8) hour rest period, before he/she returns to work. In the event that the employee does not have an eight (8) hour rest period, he/she will be entitled to the applicable premium pay as set out in section 8.6b.

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 a.m. and the normal lunch break is from 12 noon to 1 p.m., the employee will report to work at 3 p.m.

■ If the rest period starts at 5 a.m. and the normal lunch break is from 1 p.m. to 2 p.m., the employee will report to work at 2 p.m.

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

d. Paid rest time shall be considered the same as worked time for the purpose of determining when overtime (one and one-half times the employee's rate of pay) starts in

a workday. Paid rest time shall be considered the same as worked time for the purposes of determining when double time starts.

- 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 supervisor has sole discretion, not subject to grievance or arbitration, to release the employee without loss of pay for the remainder of the workday. However, such early release time shall not be considered the same as worked time for determining when overtime starts in a workday.

8.7 43/36 Schedule

- a. At the time that this contract was negotiated, some employees were assigned to work a "43/36 hour schedule." Employees assigned to this schedule alternate the number of hours that they are scheduled to work in a given week: the employee works 43 hours in one week, and 36 hours in the following week. The intent is to have the employee work a total of 79 hours over a two week period, and receive pay equivalent to 80.5 hours at the employee's straight time rate (76 hours at straight time and 3 hours at time and a half).
- b. An employee who is assigned to work the 43/36 hour work schedule and who has not accrued 43 hours in the week that he/she is normally scheduled to work 43 hours, because he/she has been on leave for the entire week or the last day of the week, will be permitted either to work additional hours to make up the full eighty (80) hours for the two week period when there is work available, or to use up to 4 (four) hours of straight time of his/her accrued leave to make up the employee's full schedule.
- c. The intent of this provision is to assure that employees who are assigned to the 43/36 schedule do not receive less than the equivalent of 80 hours of pay at their straight time rate of pay because they have taken leave during the week that they are scheduled to work 43 hours.

8.8 Employees covered by this Agreement are eligible for overtime only when specifically authorized by the Vice President, Director, or Manager, or their designees.

8.9 Each Vice President shall within each of his/her departments, sections, areas, or teams formulate a set of rules governing the distribution of overtime consistent with the normal organization alignment. These rules, so far as may be practicable and consistent with the efficient performance of work to be done, 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. The Vice President shall consider input and comments from the Association when formulating the rules. It is understood that the sharing of overtime shall not delay nor increase JEA's cost of operation. Each assigned work area shall keep its overtime record in hours, and each record shall be kept on a biweekly basis with not more than one pay period lag.

8.10 Absence from scheduled overtime assignments may be subject to investigation.

Article 9

General Working Conditions

- 9.1 Employees shall not work outdoors in severe weather except as required to protect life or property, or maintain pre-existing service to the public. The manager or their designee shall be responsible for observing this clause. Appropriate rain gear and other special equipment shall be provided for those employees who are usually required to work in wet weather. Employees shall be compensated for any lost time during regular work 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
- a. All employees covered by the Agreement shall keep JEA Human Resources and their manager informed in writing at all times of their home and/or living quarters address and a telephone number by which their designated emergency contact person 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 they may be reached immediately in the event of a system emergency.
 - c. With their Director's prior approval, employees currently authorized and issued company-provided cell phones 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. This provision will take effect at the beginning of the calendar month first following ratification by the JEA Board of Directors.
- 9.3 JEA, for proper cause, has the right to require any employee to undergo a medical and/or psychiatric examination by a JEA assigned appropriate medical doctor, 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's time and at JEA's expense. JEA and its fitness-for-duty medical providers shall follow medical record and information confidentiality rules as provided for by HIPPA, and other regulations.
- 9.4 It is mutually acknowledged that an employee's primary responsibility in respect to gainful employment should be to JEA. No employee shall knowingly engage in conduct not in compliance with JEA and City of Jacksonville "secondary employment" and ethical requirements.
- 9.5
- a. JEA shall provide one pair of prescription safety eyeglasses and one 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. Prescription safety eyeglasses and prescription safety sunglasses provided pursuant to this paragraph shall not be replaced more frequently than once each two (2) years, unless

written authorization is provided by the employee's Manager and a new prescription for safety eyeglasses is included with the approved request.

- b. 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.
- c. JEA shall pay the cost of adding UV protection to JEA-provided prescription safety eyeglasses and prescription safety sunglasses for employees who work outdoors.
- d. JEA shall replace dentures or contact lenses, broken or damaged during the performance of the employee's assigned duties provided such breakage did not result from normal wear and tear, negligence, misuse, or the failure to use proper protective equipment where furnished by JEA.
- e. Safety Shoes
 - 1. JEA will provide one pair of safety shoes per fiscal year (October 1 to September 30) to each employee whose job duties require their use. The standard safety footwear voucher will be worth at least \$150 (one-hundred and fifty dollars). The pole climbing safety footwear voucher will be worth at least \$200 (two hundred dollars).
 - 2. Employees who are newly hired or who transfer for the first time into a job which requires safety shoes will be provided two pair safety shoes in their first year in the applicable job and one pair each year thereafter.
 - 3. 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 purpose 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. Provided however, should a disagreement arise on this matter, the Manager, Safety and Health or their designee shall render a binding decision.
 - 4. Those employees, whose regular job duties only require occasional need for safety shoes, as determined by JEA, will be provided one pair of safety shoes every other year. Those employees will be required to wear safety shoes when assigned duties requiring their use.
 - 5. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes while on duty as required.
- f. JEA may, at its sole discretion, replace or repair personal items destroyed 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 three hundred dollars (\$300). This provision shall not be subject to grievance or arbitration.

- 9.6 During the term of this Agreement, JEA agrees to supply to the Association, upon request, and as mutually agreed, the following information pertaining to the members of the bargaining unit: employee's name, current classification, date of employment, date appointed to current classification, and date of last salary increase excluding service raise. Information furnished shall be subject to clerical corrections.
- 9.7 An employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations when requested or required to use his/her privately owned vehicle on official business for all miles actually driven but for no more than the usual travel route between assigned destinations. However, no reimbursement will be paid for mileage to a work location when the employee is notified before reporting to his/her usual work location to report to a different work location.

The Association 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 Association 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 vehicle assignment to be ended, the employee will be given 30 calendar days' notice.

9.8 LIMITED OR SYSTEM 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 the JSA.

1. **Definitions**

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

H. **Blue Sky Assignment** – Assignments normally performed by an employee that are not being performed for the purpose of restoration efforts as the result of a declared emergency.

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

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

Note 3: For the period(s) during which Essential Employees are so designated, they shall be deemed to be on a unique, stand-alone schedule – one inherently unpredictable due to the unique nature of each declared emergency and the requirements to achieve restoration, and progress made toward it once underway. Therefore, certain CBA provisions will not apply: rest period(s); schedule premium nights; schedule premium weekends; notice of shift change; vehicle assignment notice; standby pay; training / instructor supplement; daily and weekly overtime thresholds.

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

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

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

2. **Declaration of System or Limited Emergency**

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

3. **Non-Essential Employees**

These employees are subject to the following:

- (1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.
- (2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.
- (3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.
- (4) If a scheduled holiday falls within the time that Non-essential Employees are on administrative leave with pay due to a declared emergency, the employees will be paid for the holiday, but will not receive any additional holiday leave or pay for that day.
- (5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular “Blue Skies” job functions will remain in a non-essential status.

4. **Essential Employees**

These employees will be subject to the following:

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

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

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

6. **JEA Communications with Employees during the Emergency**

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

9.9 MUTUAL AID

1. When employees are requested and authorized to assist other utilities in the restoration of their service areas, said employees will receive compensation of pay at two (2) times their normal rate of pay for all hours worked in this process to include travel and any other time required. The Association and JEA agree that employees deployed on mutual aid are still JEA employees, remaining subject to this Agreement and JEA policies and procedures.

Article 10

Leave Usage

10.1 LEAVE USAGE (GENERIC)

- a. Employees, when eligible and authorized, may use their Compensatory Time, Annual, Vacation, or Personal Leave upon written application to their appointed manager/designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted at the option of the Vice President, Director, or Manager/designee.
- b. It shall be the mutual obligation of JEA and the Association to cooperate with each other in the proper application of Compensatory Time, Annual, Vacation, or Personal Leave benefits.
- c. Compensatory Time, Annual, Vacation, 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.
- d. Compensatory Time, Annual or Personal Leave may be taken for emergency, illness, or injury of the employee or next of kin. For these purposes "next of kin" shall be the same relations defined as "immediate family" in Article 10.4(a).
 1. Employees are required to notify the appropriate designated individual of the employee's intent to use Compensatory Time, Annual or Personal Leave for emergency, illness, or injury in the following manner:
 - (i) Non-shift employees must provide notification to the appropriate designated individual as early as possible and no later than the start of the employee's normal workday. An employee who has a starting time earlier than the designated individual he/she is to notify, shall notify that individual as soon as possible after the normal starting time for that designated individual.
 - (ii)
 - a. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.
 - b. Shift employees shall notify the appropriate supervisor at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.
 2. Employees who fail to notify the appropriate designated individual as required by Section 10.1.d.1. may not be allowed to charge their absence to Annual or Personal Leave unless waived by the Vice President, Director, or Manager/designee.

3. Absences for illness under Compensatory Time, Annual or Personal Leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of Annual or Personal Leave for illness.)
4. Employees failing to comply with the provisions of Section 10.1 will be subject to disciplinary action.
- e.
 1. The minimum amount of Compensatory Time, Annual, Vacation, Sick, or Personal Leave to be taken and charged shall be one-tenth (.10) hour increments.
 2. Employees on eight (8) hour day, ten (10) hour day and twelve (12) hour day schedules shall be charged eight (8), ten (10) and twelve (12) hours respectively for a day off.
- f. If a legal holiday falls within a scheduled Compensatory Time, Annual, Vacation, or Personal, Leave period, Compensatory Time, Annual, Vacation, or Personal Leave shall not be charged for that day. When scheduled overtime hours, for rotating shift workers fall within a scheduled Compensatory Time, Annual, Vacation, or Personal Leave period, Compensatory Time, Annual, Vacation or Personal Leave shall not be charged nor overtime paid for those hours.
- g. Notwithstanding any other provision of this Agreement, JEA shall have the unilateral right to alter Compensatory Time, Annual, Vacation, or Personal Leave schedules for proper cause or emergencies that might occur. In such cases, the employee will be reimbursed for any costs forfeited due to cancellation of reservations, excess travel, etc., provided action is taken by the employee to minimize the forfeited cost, and provided further that satisfactory documentation of the employee's payment of forfeited costs is furnished to JEA.
- h. Upon written request, and with at least thirty (30) calendar days advance notice, an employee taking at least two (2) weeks or more of authorized paid Annual Personal Leave may have the amount of compensation due for the requested Annual Leave period advanced to him/her on the last regular payday prior to the beginning of the paid Annual Leave.
- i.
 1. An eligible employee who is out from work because of an on-the-job injury may use Annual Leave, Sick Leave, Personal Leave or Compensatory Time to remain on the payroll, under the conditions established in this section.
 2. In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:
 - i. The employee is away from work due to an on-the-job injury;
 - ii. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;

- iii. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.
3. When employees are eligible to use accrued leave for this purpose, the amount of Annual Leave, Vacation/Sick Leave, or Personal Leave or Compensatory Time so charged shall be the minimum amount in one-tenth (.10) of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.
4. If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

10.2 ANNUAL AND RETIREMENT LEAVE USAGE

- a. In order to insure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) work days Annual Leave per contract year. Employees are encouraged to retain eighty (80) hours in their Annual Leave account in case of serious personal illness.
- b. Accrued Annual Leave may be taken at any time when authorized. Scheduling will be accomplished on a seniority basis in classification for the first request of three (3) consecutive work days or more provided that the request is submitted prior to March 31. In scheduling Annual Leave, employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system. Requests for leave of less than three (3) consecutive work days must be submitted at least twenty-four (24) hours in advance unless the leave is for illness or emergency.
- c. 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.
- d. 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.

10.3 VACATION LEAVE USAGE

- a. Vacation Leave shall be so arranged as to be mutually convenient to both the employee and JEA. Vacation Leave must be scheduled consistent with the operational requirements of the system. In scheduling vacation, employees with seniority in a classification, within a shift, crew, section or office, shall be given a preference. This

seniority preference will only apply to the first vacation period selected each contract year.

- b. JEA employees may split their Vacation Leave in any manner desired and approved by their Vice President, Director, or Manager or his/her designee. The splitting of Vacation Leave must be consistent with the operational requirements of the system.

10.4. SICK LEAVE USAGE

- a. Sick Leave may be taken for illness or injury of the employee or his/her immediate family. For the purpose of this section, "immediate family" shall be defined as spouse, children, stepchildren, parents, stepparents, and other relatives who permanently reside with the employee. Special consideration may also be given to any other person whose association with the employee is similar to any of the above relationships.
 - 1. Employees are required to notify the appropriate designated individual of the employee's intent to use Sick Leave, in the following manner:
 - (i) Non-shift employees must provide notification to the appropriate designated individual as early as possible, and no later than the start of the employee's normal work day. An employee, who has a starting time earlier than that of the designated individual he/she is to notify, shall notify that individual as soon as possible after the normal starting time for that designated individual.
 - (ii)
 - (a) Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.
 - (b) Shift employees shall notify the appropriate supervisor at least four (4) hours in advance of the employee's intent to return to work following an illness or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.
 - 2. Employees who fail to notify the appropriate designated individual as required by Section 10.4 a.1. shall not be allowed to charge their absence to Sick Leave unless waived by the Vice President, Director, or Manager/designee.
 - 3. Absences for illness or injury may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness or injury after each absence. It is intended to correct suspected abuse of Sick Leave.)
 - 4. Employees who fail to comply with the provisions of Section 10.4 will be subject to disciplinary action.
- b. If an employee or member of his/her immediate family is under a doctor's care for a continuing illness or injury and the employee has used all accrued Sick Leave, the

employee may, upon request, be placed on Vacation Leave status and allowed to use any accrued leave in accordance with this Agreement.

10.5 PERSONAL LEAVE USAGE

Accrued Personal Leave may be taken at any time when authorized by their appointed manager/designee. Scheduling will be accomplished on a seniority basis in classification for the first request of three (3) consecutive work days or more provided that the request is submitted prior to March 31. 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 Personal Leave of less than three (3) consecutive workdays must be submitted at least twenty-four (24) hours in advance unless the Personal Leave is for illness or emergency.

Article 11
Annual Leave (PLAN E)

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 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;
- d. Employees who meet the requirements of either a, b, or c, above upon completion of probation after promotion into a classification included within the Unit.

11.2 a. Employees shall accrue Annual Leave with pay according to the following schedule on a bi-weekly basis:

<u>Years of Service</u>	<u>Hours Per Year</u>
Upon completion of 0 months thru 4 years.....	160
Upon completion of 4 years thru 9 years.....	184
Upon completion of 9 years thru 14 years.....	208
Upon completion of 14 years thru 19 years.....	232
Upon completion of 19 years thru 24 years.....	256
Upon completion of 24 years or more.....	280

- b. Annual Leave will accrue bi-weekly to the credit of the employee, 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 960 hours. The employer will compensate the employee on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30th each year. These payments will be made on the first pay day in November, at the September 30th rate of pay.

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

- (a) To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued, and comply with such other requirements of the Internal Revenue Service as may then be in effect.

- (b) This payment is not available to an employee who would have less than eighty (80) hours of annual leave remaining after such payment. Such payments will be made no later than the second payday in November at the September 30th rate of pay.

11.5 For the purpose of this Article, retirement is defined pursuant to the Ordinance provisions of the pension program of the City. Vesting is considered as retirement.

- a. Retirement Leave may be taken either immediately prior to desired eligible retirement date, which leave may be used for the fulfillment of time service requirements; or Retirement Leave may be taken following fulfillment of time service requirements.
- b. An employee on Retirement Leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pensions, contributions, and insurance deductions.
- c. Upon placement on Retirement Leave, such status shall be 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, within thirty (30) calendar days of retirement date.
- f. If an employee terminates prior to retirement as defined in the Annual Leave Ordinance (116-Part 6), said employee shall be paid for any Retirement Leave credited, on the basis of one (1) hour's pay for one (1) hour in said account.

11.6

- a. Upon termination, which includes resignation or discharge not for cause, the employee shall be paid for all unused Annual Leave accrued, and for Retirement Leave, the latter on the basis of one (1) hour's pay for one (1) hour in said account.
- b. Employees who are discharged for stealing, sabotage, or illegal possession or use of drugs shall forfeit their unused Annual Leave earned during the contract year.

11.7 Upon retirement of an employee, said employee's Annual Leave account and Retirement Leave account shall be used or paid for on a day-for-day basis up to a maximum of nine hundred-sixty (960) hours in each account, under the following provisions:

- a. Leave may be taken either immediately prior to the desired eligible retirement date, which leave may then be used for the fulfillment of time service requirements; or
- b. Such leave may be taken following fulfillment of time service requirements.

- 11.8 a. After an employee has been on a leave of absence or light duty due to a disabling injury on-the-job for a period of six (6) months, upon being certified physically and mentally fit, the employee shall be returned to the same job if:
1. the employee is capable of doing the job satisfactorily;
 2. the employee would have retained the job had the employee not been injured; and
 3. such work still exists.
- c. If an employee who has been on a leave of absence or light duty due to a disabling injury on-the-job for six months is not certified physically and mentally fit for full duty, JEA shall place the employee in a comparable job for which he/she is qualified. JEA shall offer the employee the best available job for which the employee is qualified - if necessary, appointing the employee to a lower classification.

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.

- D. 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.
- E. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the JSA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then JSA 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
Personal 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 Personal Leave with pay for all straight time hours worked according to the following schedule on a bi-weekly basis:

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

b. Personal Leave will accrue bi-weekly to the credit of the employee, 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. Personal Leave shall be earned during the first year of employment.

13.3 a. Personal Leave shall accrue to a maximum of six hundred (600) hours. Personal Leave over that amount as of September 30 of each year shall be forfeited unless applied in accordance with the provisions of 13.4 or sold back to the Employer in accordance with the provisions of 13.3.b.

b. Personal leave shall accrue to a maximum of 600 hours. The employer will compensate the employee on an hour-for-hour basis for any accrued amount over six hundred (600) hours as of September 30th each year. These payments will be made on the first pay day in November, at the September 30th rate of pay.

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

d. To receive such payment, the employees must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued, and comply with such other requirements of the Internal Revenue Service as may then be in effect.

- e. This payment is not available to an employee who would have less than eighty (80) hours of personal leave remaining after such payment. Such payments will be made no later than the second payday in November at the September 30th rate of pay.
- 13.4 [OPEN]
- 13.5 Upon retirement (including vesting under the pension law) of an employee, said employee shall be paid for all unused Personal Leave accrued on a 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 their Personal Leave on an hour for hour basis in a lump sum payment.
- b. Employees who are discharged for cause shall forfeit their unused Personal Leave accrued during the contract year.
- 13.7 a. After an employee has been on a leave of absence or light duty due to a disabling injury on-the-job for a period of six (6) months, upon being certified physically and mentally fit, the employee shall be returned to the same job if:
- 1. The employee is capable of doing the job satisfactorily;
 - 2. The employee would have retained the job had the employee not been injured; and
 - 3. Such work still exists.
- b. If an employee who has been on a leave of absence or light duty due to a disabling injury on-the-job for six (6) months is not certified physically and mentally fit for full duty, JEA shall place the employee in a comparable job for which the employee is qualified, if necessary, appointing the employee to a lower classification.

Article 14

Military Leave

14.1 TRAINING

- a. Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual or monthly training shall, upon presentation of their official orders or appropriate military certification, be granted not more than 240 working hours with pay pursuant to Florida Statutes, Chapter 115, Section 115.7 as amended. The training leave shall not be deducted from Annual/Vacation/Personal Leave or in any other way result in loss of privileges or compensation to said employee. Employees are responsible for notifying their supervisors as soon as possible of the dates for the training period and provide a competent set of orders.

- b. Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training assemblies throughout the year may, upon due notice, apply for Compensatory Leave or Annual/Vacation/Personal Leave to attend the military training assemblies when they are scheduled to be on duty, and have used all available hours of Military Leave as provided for in 14.1a.

Employees who request time off for this purpose are responsible to advise their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedule.

14.2 MILITARY DUTY

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

Leave of Absence

15.1 LEAVE WITH OR WITHOUT PAY

- a. An employee may request a leave of absence, of specified duration, with or without pay, which must be recommended by their Director level manager and approved by their executive manager (VP/SLT level or equivalent). An approved leave of absence with pay must be for a purpose which shall serve the best interests of the system and not just the employee. A position must be available to an employee upon return from a leave of absence with pay.
- b. If an employee is granted a leave of absence without pay, a position may or may not be available, at the discretion of the executive manager (VP/SLT level or equivalent) or their subordinate appointed management, to the employee upon his/her return to service. The decision to make or not make a position available will be made prior to granting the leave of absence and the employee will be notified of the decision. 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.
- c. If an employee is granted leave of absence without pay the position is held for the employee upon his/her return to service, JEA will continue to pay the life insurance and medical insurance 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.
- d. 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.
- e. 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 Section.

15.2 BEREAVEMENT LEAVE

- a. Upon notification of the death of an immediate family member, an employee may be granted the day or remainder of the day, if at work, off without loss of pay and may be granted an additional three (3) work days within the next twenty-one (21) calendar days off without loss of pay, as Bereavement Leave. Immediate family for the purpose of this section is defined as spouse, children, stepchildren, parents, stepparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's grandparents and relatives who permanently reside with the employee. Should an 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/Personal Leave.

15.3 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 co-worker, unless such employee is required to maintain system integrity.

15.4 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, and will not be required to forfeit any compensation received for jury services. If a rotating shift employee receives notice of jury duty and notifies his/her supervisor on his/her next workday following the receipt of notice, he/she shall at his/her request be rescheduled to the day shift during his/her period of jury duty. If an employee is released from jury services with four (4) hours or more 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 was required for jury duty.

15.5 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 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.

15.6 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 direction of his/her supervisor, for the purpose of voting, providing the employee is registered and eligible to vote.

15.7 LEAVE DONATIONS AND FORFEITURES

It is mutually acknowledged that JEA maintains a program through which JEA employees can donate Annual Leave to eligible coworkers in need (such as those out on approved medical leave but who have exhausted their individual Annual Leave).

15.8 PARENTAL LEAVE

JEA and the Association recognize the importance of our employees' 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 16
Holidays

16.1 Each employee covered by the 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	As designated
Thanksgiving Day.....	As designated
Friday After Thanksgiving.....	As designated
Christmas Eve	December 24
Christmas Day.....	December 25
Personal Leave Day	As mutually agreed upon

When New Year's Day (January 1) occurs on a Saturday and holiday is observed on a Friday it is understood there will be thirteen (13) holidays in the affected year and only eleven (11) observed in the following year.

- 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 the holiday. If either Christmas Eve or Christmas Day falls on a Saturday or Sunday, the provisions of the City of Jacksonville Ordinance Code shall apply. For those workers on a four (4), ten (10) hour day workweek, when a holiday falls on a normal day off, the workday closest to the holiday shall be considered the holiday. When a 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. Rotating shift workers will observe all holidays on the date they occur as listed in 16.1.
- c. Employees shall be compensated for holidays at their respective rates of pay for the number of hours they would have ordinarily worked on that 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 a non-shift worker is required to work on Christmas Day, but is not required to work the day normally observed as the holiday, the employee shall

continue to earn holiday pay of eight (8), ten (10), or twelve (12) hours on the day normally observed as the holiday, but shall earn two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on Christmas Day.

3. Non-shift employees who are required to work on Christmas Day (December 25th), when Christmas Day (December 25th) falls on a Saturday or Sunday shall be paid at two and one-half (2.5) times their straight time hourly rate for all hours actually worked.

16.3 The Personal Leave Day shall be taken at the option of the employee when scheduling of such is approved by their Vice President, Director or Manager or his/her designee. If the employee fails to take the Personal Leave Day prior to the end of the fiscal year, the employee shall be paid eight (8), ten (10) or twelve (12) hours of pay in accordance with their regularly scheduled shift, at his/her rate of pay by the end of the fiscal year.

Article 17

Insurance and Benefits

17.1 LIFE INSURANCE

JEA agrees to provide, at no expense to the employee, basic term life insurance equal to 100% of the employee's gross annual salary (rounded to the nearest thousand increments) or \$250,000 whichever is less. The employee, at his/her option and expense, may purchase additional term life insurance, under the same group policy, subject to the terms and limits of the policy. This additional term life insurance will include an accidental death and dismemberment (AD&D) schedule for accidental loss of life equal to the amount of additional term life insurance selected. The amount of additional term life and AD&D insurance selected by the employee is subject to approval by JEA's group life insurance company.

17.2 MEDICAL INSURANCE

- a. JEA agrees to continue to provide employees with a 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 percent (50%) of the cost of the employee's dependent coverage.
- b. JEA will provide the Association with notice of any changes 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.
- c. The JSA will be encouraged to provide input to the JEA Insurance Committee, review proposed changes, and when applicable make recommended changes to the JEA group health insurance plan(s).

17.3 ACCIDENTAL DEATH BENEFITS

- a. JEA shall provide accidental death benefits at no expense to the employee, in the amount of \$100,000 for all employees, payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an injury arising out of and 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 course of employment will be entitled to the death benefits provided pursuant to the Workers' Compensation Law.

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).] JSA agrees to the proposed closure (to new employees) of the GEPP, with new hires after the effective date 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, IBEW 2358, LIUNA 630, AFSCME 429) receives any greater benefits than JEA provides to the JSA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then JSA 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 JSA’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, IBEW 2358, LIUNA 630, AFSCME 429) receives any greater pension benefits than JEA presently provides to the JSA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then JSA 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/Vacation/Retirement/Personal Leave, Sick Leave, Compensatory Time 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:
 - i To each of the employee's children over the age of 18 who are known to JEA.

- ii 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. ($1/12 \times 2080 \times 2 \times$ hourly rate).
- 17.6
 - a. JEA agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employee benefit plans. These group plans shall be administered by an Agent of Record so designated by the Association. 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 Association's Agent of Record. Solicitation for these plans shall be made at a time mutually agreed to by JEA and the Association, so as to prevent loss of productive work time.
 - b. All such payroll deductions shall comply with the provisions delineated in JEA payroll procedure ES A0201 PR Deductions.
- 17.7 JEA will provide employees the option to use accrued Annual, Vacation, Compensatory Time, Personal, and Retirement Leave time credits to fund their Deferred Compensation Program. Employees will not be permitted to use Sick Leave or Critical Emergency Leave Bank account time credits to exercise this option.
 - a.
 - 1. The employee will be allowed, at his/her option, to sell accrued Annual, Vacation, Compensatory Time, 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, Vacation, Compensatory Time, 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, Compensatory Time, Vacation, 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, Vacation, Compensatory Time, Personal, and Retirement Leave time credit sellback option shall not have less than eighty (80) hours in their Annual, Vacation and Personal Leave account after the sellback. There is no minimum limit for the Retirement Leave account after exercising this option.

Article 18
On The Job Injury

- 18.1 a. When an employee sustains an on-the-job injury, the JEA Investigation Team, which shall include a representative of the Association, will conduct an immediate investigation. JEA will advise a representative of the Association whenever a JEA Investigation Team is formed to investigate an on-the-job injury or near-miss incident involving a member of the Association.
- b. If the results of the investigation reveal that the employee complied with all JEA provisions, governing rules and the injury was not a result of negligence, carelessness and could not have been avoided, JEA may compensate the employee with seventy-five (75) percent of the difference between his/her regular straight time wages and the amount provided by Workers' Compensation Laws for a period of thirty (30) working days once the employee begins receiving Workers' Compensation payments. Compensation after thirty (30) working days will be contingent upon a qualified physician's diagnosis bi-weekly.
- c. When an employee is off the payroll (not receiving JEA compensation) due to an on-the-job injury, 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 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.
- d. If an employee, who is temporarily, totally disabled due to an on-the-job injury, receives partial wage payments from JEA, JEA will continue to pay the premiums noted in Paragraph 18.1c. above. The optional life insurance premium and the employee's portion of the dependent medical insurance premium and pension contribution will be deducted from his/her partial wage payments.
- 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 in accordance with Article 18.1.
- 18.3 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 the Agreement for on-the-job injuries.
- 18.4 An employee, due to an on-the-job injury is temporarily, totally disabled (a condition resulting from an occupational illness or injury that prevents them from engaging in any employment and the individual is under the regular care of a physician) 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 result of a qualified physician's determination. A worker's 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 would have normally received.

Article 19

Supplemental Pay

19.1 LONGEVITY PAY

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.

19.2 STANDBY COMPENSATION

- a. Any employee who is required by JEA to be on standby duty will receive Standby Compensation as provided in Section 19.2c.
- b. For purpose of this Article, an employee is on standby if the employee has been directed to carry a JEA furnished electronic paging device or leave a telephone number so that 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 dollars and fifty cents (\$2.50) 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 and Sunday.
- b. A two dollars and fifty cents (\$2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 Saturday and prior to 24:00 on Saturday and/or after 00:00 on Sunday and prior to 24:00 on Sunday.
- c. This provision shall not apply to call-out, overtime, or premium pay of any type.

19.4 When an employee covered by this Agreement is qualified for and temporarily required by Management to serve in and accepts the full responsibility for work in a classification covered by

this Agreement, the employee shall receive the step for that classification that will provide an approximate five (5) percent increase (i.e. minimum of 4.9%). Such temporary assignment to a higher classification must be regular and continuous in character for a minimum period of one (1) hour in one (1) day. This paragraph does not apply when the employee is performing the duties of a higher classification for the purpose of training.

19.5 MEAL ALLOWANCES

JEA and JSA recognize the below for the purposes of meal breaks.

- a. 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.
- b. 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.
- c. 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.

19.6 SUPERVISORY DIFFERENTIAL

- a. In the event that a supervisor is not paid a base pay rate which is approximately five percent (5%) more than a duly and permanently assigned subordinate's base pay rate, such supervisor shall be advanced to that step contained within his/her pay grade which will provide for an approximate five (5%) percent differential. Approximate is defined as at least four and nine-tenths percent (4.9%).
- b. [OPEN]

19.7 JEA will reimburse the initial cost and renewals (based on expiration date) of a Commercial Driver's License (CDL) to any employee who is required to possess the license in order to fulfill his/her job duties with JEA. An Employee seeking reimbursement for obtaining or renewing his/her CDL shall provide the employer with a copy of their new or renewed CDL and a receipt for the cost of such license.

19.8 JEA will reimburse employees for the cost of renewing their licenses and certifications which are a requirement of their classification or position.

19.9 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 19.9b.1 & 2 below. The minimum requirements as noted in Sections 19.9b. 1 & 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 and responsibilities for at least eight (8) consecutive hours.
 - 2. Assigned training duties and responsibilities that may include classroom or field 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 19.9b. 1 & 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 19.9b. 1 & 2 above and shall be retroactive to the beginning of the time period during which the employee satisfied the minimum requirements.

Article 20
Administration of Pay Plan

- 20.1 a. The hourly and annual rates of pay for employees covered by this Pay Plan are shown in Exhibit "A". This pay plan is composed of pay performance levels (steps).
- b. General Increase
All employees in the Unit shall receive a general increase as follows:
1. Three and one-half percent (3.5%); effective the earliest of: a) October 1, 2019 if the JSA ratifies on or before September 20, 2019; or b) the payroll period commencing immediately after final ratification);
 2. Three and one-half percent (3.5%); effective October 1, 2020;
 3. Three and one-half percent (3.5%); effective October 1, 2021;
- c. Should any other JEA bargaining unit (excepting PEA) negotiate a higher percentage General Increase for any of the fiscal years 2020; 2021 or 2022, the higher fiscal year (or years') percentage will be matched for employees covered by this Agreement.
- d. If a Recapitalization Event (Article 12) occurs during the life of this agreement, any of the remaining general wage increases scheduled for October 1, 2020 and October 1, 2021 shall be applied to each employee's existing hourly rate of pay effective on the Closing Date. For example, in the event of a Recapitalization Event and the closing date is in July 2020, each employee shall receive a seven percent (7%) increase to their base pay on or immediately before the Closing Date. For further example, in the event of a Recapitalization Event and the Closing Date is in July 2021, each employee shall receive a three and one-half percent (3.5%) increase to their base pay on or immediately before the Closing Date. In the event of a Recapitalization Event, and the Closing Date is after October 1, 2021, no additional general wage increase will be due under this provision.
- e. Performance Review increases shall be granted during the length of this contract. 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.
- 20.2 Original appointments into entry level positions shall be made at the first step unless approved by the Vice President or Director.
- 20.3 Should an employee return to duty in the same classification after a separation of service of not more than six (6) months, which separation was not due to discreditable circumstances, such employee shall be placed in the same step of the salary range of the classification which he/she occupied prior to leaving JEA, upon approval of the Vice President or Director.

- 20.4 [OPEN]
- 20.5 Whenever an employee is demoted to a position for which he/she is qualified, he/she shall receive the salary performance level in the lower range, which provides the smallest decrease in pay if the action is not for cause. The release of an employee from his/her present position to his/her former position during the probationary period is not considered as a demotion.
- 20.6
- a. When an employee covered by this Agreement, is promoted to another class covered by this Agreement, he/she shall be granted an increase in base pay to the step in the new class that will provide an approximate five (5) percent increase.
 - b. When an employee from another bargaining unit is promoted into a class covered by this Agreement, he/she shall be placed in the first step of the class to which promoted that will provide an approximate five (5) percent increase.
 - c. Any incumbents in this particular class receiving a lower rate shall have their rates increased to the rate established for the entrance rate of the new employee. The succeeding step increase anniversary date shall commence on the date of the invocation of the incumbency increase.
 - d. Approximate is defined as at least four and nine-tenths percent (4.9%).
 - e. When an employee from another bargaining unit is promoted into a classification covered by this Agreement, he/she shall not suffer any loss of pay or accrued leave through this promotion.
- 20.7
- a. Whenever an employee is recommended for and is assigned to duty in a position not previously held by him/her by reclassification, and such change is not in the nature of a promotion or demotion, he/she will receive the entrance salary performance level in the range established for such position, or such other level within the applicable range, as approved by the Vice President or Director and as he/she may be entitled by reason of crediting his/her new position with such prior service that is found to meet the following conditions: the character and nature of the duties of the position; and/or the service in the former position provided experience valuable to the performance of the new position.
 - b. In the event of a reallocation of a position to a class which is at a higher salary level, the employee shall normally be paid at the same level in his/her salary range or if no level of the new range is the same, at the lowest level of the new range which is above his/her former level. In the event of a reclassification of a position to a class which is at a lower salary range, the employee concerned shall normally be paid at the same level in the new range or if no level is the same, at the highest level in the new range below the former level. Reclassification to another class at the same salary range shall not affect the salary being received by the employee concerned.
- 20.8
- a. A performance evaluation will be conducted on each employee once every twelve (12) months.
 - b. Employees who receive a meets standard 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 a below standard overall performance 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 the written documentation substantiating the below standard job performance and denial of a step increase. This documentation will be included in the employee's personnel file.
- d. Employees who receive a below standard performance 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 a step increase. An employee who receives a below standard performance evaluation will be eligible for a step increase when they have improved their job performance to a meets standard performance level for twelve (12) consecutive months as documented by these interim performance evaluations.
- e. If it is considered that an employee due to documented, exceptional, exceeds standard performance deserves additional step increase(s) for merit, then such a recommendation will be made by the employee's appointed manager, and approved by their Director and Vice-President.
- f. No employee may receive more than two (2) additional step increases for merit in the twelve (12) month period referred to in 20.8a.
- g. Promoted, demoted, reverted, or newly hired employees shall not be eligible for any merit step increases until they have completed twelve (12) months of exceeds standard performance in their job classification.
- h. A step increase for merit will not impact the regular step increase advancement. A step increase for the "Supervisory Differential" (Article 19.6) will reset the step advancement such that potential eligibility for the next step increase will be twelve (12) months later.
- i. For purposes of this Agreement, general increases shall not be considered as the date of the last increase.
- j. An end of probation performance evaluation shall be completed to document successful or unsuccessful completion of probationary period. No end of probation step increases will be made.

20.9 Requirements for advancement and other purposes as specified in these procedures shall be based on continuous service, which is employment 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. When computing the length of service for promotions, Vacation Leave, Sick Leave, service raises, retirements, 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.

20.10 LAYOFF PROCEDURES

Civil Service and Personnel Rules and Regulations shall apply when layoffs are required by JEA, except that any selective competition within the competitive area shall be authorized by the Managing Director.

- 20.11 JEA, at its sole discretion, may implement from time to time incentive programs for individuals or groups consisting of awards and/or cash in recognition of performance improvements, innovative ideas resulting in savings and/or benefits or other similar improvements that are work related and can be documented and measured.
- 20.12 The parties understand that during the life of this Agreement JEA may, at its option, offer a voluntary severance plan to certain classifications of Association 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 Association would have the right to request impact bargaining to the extent provided by law.

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 the Association agree to work toward this end.
- 21.2 The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties 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 re-employment or reinstatement priority rights appealable under Civil Service and Personnel Rules and Regulations;
 - 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;
 - e. Health benefits decisions;
 - f. Injury compensation provided by insurance carriers; and
 - g. Other provisions where authority is vested in the Civil Service Board or higher authority.
- 21.3 Any employee or groups of employees in the Unit may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Association provided:
- a. They sign a statement on the grievance form that they do not want to be represented by the Association 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; and
 - c. Any adjustment must be consistent with the terms of the Agreement.
- 21.4 During the processing of a grievance under the Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed 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 fifteen (15) 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 Association to advance the grievance to the next step of the procedure. Failure of the employee or the Association to meet the time limits prescribed at any step of the grievance will constitute a basis for termination of the grievance by JEA, and not subject to further appeal, except to arbitration for determining the matter of timeliness of the grievance only. Time limits at any level may be extended by mutual agreement between JEA and the Association or employee.

21.6 PROCEDURE

Informal Resolution. The Association and/or employee are required to seek informal resolution of problems or complaints with their appointed manager as part of this grievance procedure. This meeting should take place within ten (10) calendar days of the meeting request (which can be email). Failure of JEA to observe the time limits prescribed in each step shall entitle the employee or the Association to advance the grievance to the next step of the procedure. In the event that JEA and JSA and/or employee are unable to achieve resolution through the Informal Resolution process within fifteen (15) calendar days after the Informal Resolution meeting takes place, the Informal Resolution process will be concluded. JSA and/or employee may then initiate step 1 of the Formal Procedure or the parties may agree to extend the timelines for submitting the grievance at step 1.

Step 1 - Formal

The grievance procedure is initiated by the Association, the employee, or the employee and the Association 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 identify the article(s) and section(s) of the Agreement that are at issue, shall specify the corrective action requested by the grievant, and shall include a brief summary of the factual basis for the grievance including the date that the alleged grievance occurred. The Director shall, within ten (10) calendar days of receipt of the grievance, meet, with the employee and/or Association representative to discuss the grievance. The Director shall provide his/her written decision and the reason(s) for the decision within fifteen (15) calendar days after the meeting. If the step 1 decision does not resolve the grievance, the grievance may be forwarded to the next step.

Step 2 - Formal

- a. If a satisfactory settlement is not reached at step 1, the party filing the grievance (the Association, an employee, or an employee and the Association 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 the designated Labor Relations Coordinator, who shall receive the grievance on behalf of the Managing Director. The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the employee, the Association representative, and/or the Association President/designee, as appropriate, The Managing Director's representative shall render a written decision within fifteen (15) calendar days after the meeting. The same person will not conduct the step 1 and step 2 hearings.

Note: 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 Group. Said representative shall have full authority to render a written decision.

- b. If the step 2 decision 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 Association may elect one grievance for processing at step 1. The decision on the combined grievance elected 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.

21.8 POLICY GRIEVANCES

Upon mutual agreement of parties, grievances (defined as disputes involving the interpretation or application of this Agreement) which arise as a result of upper management decisions regarding the interpretation or intent of JEA policies and procedures may be initiated at step two (2). Only the Association has the right to initiate grievances of these types as the grievant.

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 JEA or the Association President.
- 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) calendar days after the step 2 grievance response 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 the Employer to provide a panel of seven (7) arbitrators. Within ten (10) calendar days after the list has been received from FMCS no more than two (2) persons from each party shall meet for the purpose of defining the issue and selecting the arbitrator. Each party, will alternately strike names (the appealing party having first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure shall be followed. After the FMCS is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within thirty (30) calendar days from the date of the arbitrator's notification of selection, A letter shall be sent immediately to the arbitrator setting forth the issue and any other pertinent information as agreed to by the parties. The Association shall be furnished a copy of the correspondence.
- 22.4 JEA and the Association, or JEA and the employee(s) (if processed without Association representation) shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator or a Special Master. If either party desires to have a transcript made of the hearing, such party shall be responsible for the full cost of such transcript.
- 22.5 Association employees who shall be excused from duty to participate in the arbitration or Special Master proceedings without charge to leave will be the Representative, President, the aggrieved employee, if employee initiated grievance; or Representative, if Association initiated grievance, and Association employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.
- 22.6 With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement.

Article 23
Bulletin Boards

- 23.1 The Association 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 Association activity. JEA agrees, if the Association requests, to provide a separate bulletin board specifically for the use of the Association of a standard size not to exceed 4' x 4'. Additionally, the Association shall also be provided the use of an electronic bulletin board accessible by all members of the Association through the JEA Intranet site.
- 23.2 The Association agrees that it shall use space on the bulletin boards provided for the following purposes:
- a. Notices of Association meetings;
 - b. Reports of Association elections;
 - c. Reports of Association committees;
 - d. Rulings and polices of the Association;
 - e. Notices of recreational and social affairs of the Association;
 - f. Notices of meeting of public boards.
 - g. Other notices as mutually agreed upon by JEA and JSA President.
- 23.3
- a. No material shall be posted which is of a political nature, derogatory, inflammatory, or disruptive to JEA's operation.
 - b. Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the JSA President or their designee.
- 23.4 The Association will be allowed to use the JEA email system for distribution to its members of the categories of information listed in Article 23.2. JEA Labor Relations will be a "cc" on all such communications. The Association understands that all such use must be compliant with the JEA procedures for email system use that are applicable to JEA employees generally, and that some or all of such communications may be subject to public disclosure under applicable Florida law. The Association also understands that while it will have access to the JEA for the purposes authorized, as with any email system, there may be times that JEA's system is inoperable or only partially operable.

Article 24 Safety and Training

- 24.1 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 JSA Training Committee will make advisory recommendations to the appropriate executive management (VP/SLT level or equivalent) or their subordinate appointed management for an effective training program for all employees covered by this Agreement.
- 24.2 Each employee is responsible to observe the safe work practices of any and all jobs performed within JEA. The Association and its employees recognize that compliance with safety rules is a condition of employment. To be effective, all employees must be constantly on the lookout for any condition which might be unsafe or careless. Both the Association and JEA agree to promote all rules necessary to insure safety.
- 24.3 It is agreed that employees within the bargaining unit, upon approval of JEA, may be temporarily assigned to perform safety and training duties.
- 24.4 JEA will continue an aggressive supervisory/professional development program to enhance present position capabilities and promotional opportunities. In this regard, JEA will develop and initiate a broad range of communication, training, development and motivational programs and methods such as, but not limited to:
- a. Acquisition and distribution of supervisory/professional training and development material;
 - b. Individualized communications;
 - c. Supervisory/managerial training and development programs during working hours;
 - d. Supervisory/professional programs, such as training, program planning, operation methods, etc;
 - e. Incentive programs for individual or groups consisting of awards or cash in recognition of improved job performance, safety records, or other similar work related improvements, which can be documented and measured;
 - f. Special individual or group recognition; and
 - g. Job related, externally offered training, education and self-development programs.

Article 25
Alcohol and Controlled Substance Abuse and Testing

PRELUDE

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

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.
- b. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- c. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- d. "Reasonable belief" means an opinion which a prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to sensory facts (what a person saw, heard, smelled, tasted or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
1. The nature of the information;
 2. The reliability of the person or source providing the information;
 3. The extent of any confirmation; and,
 4. Any other factors contributing to the belief or the lack thereof.
- Not all of these factors must exist to find reasonable belief, but all must be examined.
- e. "Substituted Specimen" means a specimen that has a creatinine of less than or equal to 5 mg/dL and a specific gravity 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 human urine.)

- f. “Adulterated Specimen” means a specimen with a nitrite concentration which is equal to or greater than 500mcg/mL; or the pH is less than or equal to 3, or greater than or equal to 11; or if a foreign substance is present; or if an endogenous substance (one that is normally found in human urine) is present at a concentration greater than the normal physiological concentration.
- g. “Lawful Prescription Abuse” means taking prescribed drugs in greater dosages and/or more frequent intervals than specified in the prescription, or securing and simultaneously using prescriptions for the same or equivalent medication from multiple providers, or taking medications that are not prescribed for the employee, or as otherwise determined by as Medical Review Officer (MRO).
- h. “Alcohol” means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.
- i. “Alcohol Abuse” means
 - 1. Using or being under the influence of alcohol or alcoholic beverages on the job.
 - 2. Adulterating any specimen during an alcohol test.
 - 3. Refusing to submit to an alcohol test.
 - 4. Alcohol test with positive results.

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 appointed managers 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 an Association Representative.
- b. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. Employees will also be subject to a breathalyzer test for alcohol. 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, or have an impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee’s (s’) specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team

report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include an Association executive board member or designee.

- c. An employee with a CDL will be tested for drugs and alcohol when they are 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.
- d. Any time within one (1) year after an employee has voluntarily admitted a substance problem and entered into a Last Chance Agreement, tested positive for the presence of controlled substances taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee, tested positive for alcohol or completed initial rehabilitation, whichever is later. (The EAP provider shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)
- e. 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.)
- f. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions in accordance with criteria set forth in Exhibit B, management's designation of a position as "safety sensitive" shall be subject to appeal to the Director of Labor Relations, or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.
- g. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Sections 112.0455(5) (m) and 440.102(1) (o) Florida Statutes, and using criteria delineated in Exhibit B.
- h. JEA will provide the Association President with a listing of Association members designated as safety sensitive on an annual basis, and as the listing is updated.

25.3 TESTING PROTOCOLS

- a. Drug
 - 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

SCREENING THRESHOLDS

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

- ii. If the results of the initial test provided for in Section 25.3 (a)(3)i 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.
 - iii. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be required to provide another specimen for testing. Except for low creatinine test results, and provided the employee was not at fault, an additional specimen will be required not more than one (1) additional time. Should the employee provide specimens which are neither adulterated nor substituted, but unsuitable for testing due to low creatinine levels three (3) consecutive times, the employee will be subject to a blood sample. Should an employee have legitimate, verifiable religious objection or medical reason that would prohibit a blood sample, then the Medical Review Officer (MRO) will determine the alternate testing method that will be used.
 - iv. Specimens that are adulterated or substituted will be reported as a “refusal to test,” and the employee will not be offered the opportunity for a test of the second sample as provided for in 4 below.
4. If the results of the confirmation test provided for in Section 25.3.c.2 are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee’s expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.
5. a. Random Testing Protocol
- i. Management will administer random drug tests to 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest “whole” person.
 - ii. Management will administer random alcohol tests to 10% of all employees who are designated as safety sensitive each year. (The 10% can be rounded up to include the nearest “whole” person.)
 - iii. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.
 - iv. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

b. Alcohol

- i. Whenever an employee is required to be tested for alcohol, a breathalyzer shall normally be used. In certain cases when the breathalyzer cannot be administered, blood may be used.
- ii. The threshold level or cut-off limit shall be as set forth below or as established by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by DOT or Florida Statute, which are in effect as of the date of any given test shall govern.
- iii. Alcohol abuse shall subject the employee to disciplinary action as indicated in 25.4(b)

c. Breath or Blood Alcohol Testing Threshold Levels for CDL's

Department of Transportation (DOT) Regulations for Commercial Driver License Alcohol Testing

0.020 to 0.039 – Cannot perform safety sensitive work for at least 24 hours.

0.040 to 0.079 – Cannot perform safety-sensitive work until released by a substance abuse professional.

0.08 and above – Cannot perform safety-sensitive work until released by a substance abuse professional.

d. Breath or Blood Alcohol Threshold Levels for non-CDL Testing

0.05 to 0.079 – Considered impaired with other competent evidence of impairment.

0.08 and above – Presumed to be impaired.

25.4 DISCIPLINARY ACTION

a. Drug abuse shall subject the employee to the following discipline:

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's 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. The employee will be randomly tested 6 to 12 times during a succeeding 12-month period. Subsequent violations of the policy shall result in immediate termination from employment.
2. Drug abuse, other than described in 1 above shall result in immediate termination from employment.

b. Alcohol abuse shall subject the employee to the following discipline:

1. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.02 but less than 0.04, the employee will be subject to the provisions of the DOT CDL requirements.

2. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04, but less than or equal to 0.05, the employee will be given a letter of “Required Action and Consequences of Noncompliance” which is not considered discipline. A second positive test in level described above will result in a Last Chance Notice, and a third positive will result in immediate termination 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 no other competent evidence of impairment, the employee will be given a Last Chance Agreement. 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.
 4. If an employee test 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.
 5. 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. Upon investigation, any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article, or who refuses to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be terminated from employment.

25.5 REHABILITATIVE/CORRECTIVE ACTION

- a. JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 25.4.a.1 or b.1 applies, or to submit to counseling, or other rehabilitative treatment as a condition of continued employment. 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 alcohol or illegal drugs.
- b. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his/her job duties. The manager shall make the decision whether the employee can perform his/her job duties in conjunction with a physician associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:
 1. Whether the employee has regularly attended counseling and/or treatment sessions, as directed.
 2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.
 3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.
 4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.
 6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.
- c. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

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, an employee at his/her request, will be given the opportunity for a 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.
- c. Tests will be performed by a SAMHSA certified facility selected by JEA.
- d. 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 Director of Labor Relations or his/her designee. Refusal to sign an authorization for releasing the records of such test to JEA shall be considered as refusing to submit to a drug or alcohol test. The JEA Director of Labor Relations or his/her designee shall release relevant information contained in those records only to the employee's Vice President, Director and Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- e. 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. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

25.8 EMPLOYER INITIATION

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

Article 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 as defined in Section 26.1. The appointed manager will give written "Notice of Fact Finding" form to the employee within fifteen (15) calendar days from the date JEA became aware of the occurrence. This fifteen (15) calendar day time period may be extended by mutual agreement. However, no "Notice of Fact Finding" will be required if discipline is given within the prescribed fifteen (15) calendar day time period, or the extended time period as mutually agreed. This Notice shall be followed by a written statement of the charges within forty-five (45) calendar days from the date of the notice. The employee will be notified of the findings if there are no charges. This provision cannot be exercised after 180 calendar days from the date of occurrence. Provided, however, that all time limits established in this section may at management's discretion, be extended during the pendency of a potential 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 criminal investigations and/or prosecutions involving the employee are concluded.

Just Cause Guidelines: A "no" answer to any one or more of the following questions may signify that just and proper cause did not exist.

1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the employer's business and (b) the performance that the employer might properly expect of the employee?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation did management obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the employer?

26.2 It shall be the right of any employee to inspect and make a copy of his or her personnel records, internal file, and manager's file. An employee will be allowed to review his/her master personnel file, within a reasonable length of time upon request to his/her Vice President, Director, or Manager. During the term of this Agreement, if any information, which is considered unfavorable and, derogatory to an employee, is entered in his/her personnel file which deals with conditions originating after employment with JEA, the employee will be required to acknowledge receipt in writing 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 (excluding copies of personnel action forms, time reports, and employee evaluation reports). The employee's acknowledgment of receipt in writing merely indicates that the employee has seen and received a copy of such derogatory or unfavorable 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 stipulated. The employee's responding

statement will also be entered in his/her personnel file. If an employee feels that any correspondence written about 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 reprimand, to a final written reprimand or suspension or reduction in pay to demotion or discharge. A last chance agreement may be used in lieu of discharge. These are the only forms of discipline recognized by the JSA. The parties recognize that the seriousness and circumstances surrounding an offense may warrant more -or less- severe discipline, depending upon all of the facts. When the situation warrants, JEA will provide written and /or oral counseling before implementing progressive discipline.
- 26.4 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 premium. If the employee should fail or decline to pay his/her portion of dependent's insurance premium, JEA may discontinue paying any portion of such premium for which it would otherwise be responsible.

Article 27
Equal Employment Opportunity

- 27.1 JEA and the Association 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 where appropriate, disability. JEA and the Association 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 Association will participate in such activities which are required by EEO laws and regulations and the implementation of the JEA Equal Opportunity/Equal Access Program. The Association will advise appropriate Management of any employee's 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 Association 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
Savings Clause

JEA retains all rights, powers, functions and authority it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in the Agreement. Provided, however, that JEA will engage in collective bargaining negotiations upon request by the Association 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.

Article 29 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 Association will negotiate and endeavor to reach an agreement upon a substitute for the provision(s) found to be invalid.

Article 30 Definitions

The following terms when used throughout this Agreement shall have the following meaning:

- 30.1 “CFR” shall mean Code of Federal Regulations.
- 30.2 “FHWA” shall mean Federal Highway Administration.
- 3.03 “FLSA” shall mean Fair Labor Standards Act.
- 30.4 “FMCS” shall mean Federal Mediation and Conciliation Service.
- 30.5 “FR” shall mean Federal Register.
- 30.6 “HHS” shall mean U.S. Department of Health and Human Services.
- 30.7 “MRO” shall mean medical review officer.
- 30.8 “Overtime” shall be as defined in the FLSA, except as amended by this Agreement.
- 30.9 “Premium Payment” shall mean any compensation other than the regular hourly rate of pay, i.e., time and one-half, double time, and double time and one-half, and schedule premium.
- 30.10 “SAMHSA” shall mean Substance Abuse and Mental Health Services Administration.
- 30.11 “Seniority or Senior” shall refer to time in a given classification, not total service time. In the case where employees have same time in grade, promotional test scores will be used to determine seniority. However, should an arbitrator or the Civil Service Board rule otherwise, JEA will abide by their ruling.

Article 31
Terms, Approval, and Amendments

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

Signature Page(s)

IN WITNESS WHEREOF, WE, the Negotiating Teams for the parties hereto have set our hand this 18th day of September, 2019.

For the JEA:


Maryanne Evans


Thomas Wigand



Jerry Creel


Jim Stancin


Nate Rouse


John Scambettera


Maria Salguiero


Eileen Hill


Sean Grant, Esq.

For the JSA:


Phil Yeatman


Matt Stafford


Trevor Tanner


David Boucher


Jody Godsey


Carla Foster


Joey Vanzant


Jeff Milligan


Bert Sparks

Approved by the JSA on this 18th day of September, 2019.



President

Approved by the Jacksonville City Council on this _____ day of _____
2019.

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

4 **ORDINANCE 2019-726-E**

5 AN ORDINANCE APPROVING THE COLLECTIVE
6 BARGAINING AGREEMENT BETWEEN JEA AND THE JEA
7 SUPERVISORS ASSOCIATION, SUCH AGREEMENT
8 COMMENCING OCTOBER 1, 2019 AND ENDING
9 SEPTEMBER 30, 2022; PROVIDING AN EFFECTIVE
10 DATE.

11
12 **WHEREAS**, on September 24, 2019, the JEA Board met and
13 reviewed the agenda item regarding the Collective Bargaining
14 Agreement between JEA and the JEA Supervisors Association, a copy
15 of the agenda item is attached hereto as **Exhibit 1**; and

16 **WHEREAS**, the JEA Board has authorized the JEA Chief Executive
17 Officer to approve the Collective Bargaining Agreement between JEA
18 and the JEA Supervisors Association; and

19 **WHEREAS**, on September 18, 2019, JEA Supervisors Association
20 ratified the Collective Bargaining Agreement between JEA and the
21 JEA Supervisors Association; and

22 **WHEREAS**, the JEA Board has requested that the City Council
23 approve the Collective Bargaining Agreement between JEA and the JEA
24 Supervisors Association; now therefore

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

26 **Section 1. JEA and JEA Supervisors Association Collective**
27 **Bargaining Agreement Approved.** That certain Collective Bargaining
28 Agreement Between JEA and the JEA Supervisors Association, a copy
29 of which is **On File** with the Legislative Services Division, and by
30 this reference is made a part hereof, is hereby approved. Said
31 Collective Bargaining Agreement is for a term commencing October 1,

1 2019 and ending September 30, 2022.

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

5
6 Form Approved:

7 
8

9 Office of General Counsel

10 Legislation Prepared By: Sean B. Granat

11 GC-#1308864-v1-JEA_JSA.docx

ORDINANCE 2019-726-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

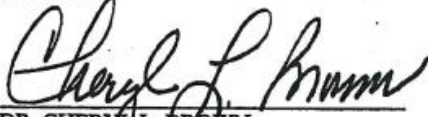
November 26, 2019



SCOTT WILSON
COUNCIL PRESIDENT

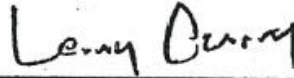
DEC 0 2 2019

ATTEST:



DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: _____



LENNY CURRY, MAYOR



Exhibit A – JSA Pay Table and Occ Codes

JSA Job Classification Index	
Job Title	Pay Grade
Electric Maintenance Coordinator	530
Protection & Controls System Coordinator	530
C & M Working Foreman	525
Chilled Water Working Foreman	525
Emergency Dispatcher	525
I&C Working Foreman	525
Meter Working Foreman	525
N&C Working Foreman	525
Operating Engineer	525
Substation Foreman	525
W/WW Control Systems Coordinator	525
W/WW Reuse Treatment Planner Scheduler	525
WW Reuse Treatment Operations Coordinator	525
WW Reuse Treatment Maint Coordinator	525
Facilities O&M Working Foreman	520
Meter Specialist Foreman	520
Unit Operator	520
W/WW Planner	520
Wastewater Maintenance Team Leader	520
Wastewater Operations Team Leader	520
Water Operations Team Leader	520
Water Wastewater Dispatcher (RL)	520
Utilities C&M Crew Leader	515
Customer Care Group Leader (RL)	515
GIS CAD Technician III (RL)	515
Stores Working Foreman	515
Transformer Shop Wkg Foreman	515
Utilities Pipefitter Crewleader	512
Arborist	510
Land Surveyor Senior (RL)	510
Payment Processing Team Leader (RL)	510
Payroll Practitioner Senior (RL)	510
Administrative Support Asst JSA (RL)	250A
Customer Service Field Leader (RL)	254
Laboratory Section Administrator (RL)	264

OCC Codes	Job Classification	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1066	Electric Maintenance Coordinator	530	19/20	\$47.44	\$49.81	\$52.30	\$54.92		
7230	Protection & Controls System Coordinator		20/21	\$49.11	\$51.56	\$54.14	\$56.85		
			21/22	\$50.83	\$53.37	\$56.04	\$58.84		
2198	C & M Working Foreman	525	19/20	\$41.19	\$43.25	\$45.41	\$47.68	\$50.06	
6741	Chilled Water Working Foreman								
2196	Emergency Dispatcher								
2165	I&C Working Foreman		20/21	\$42.64	\$44.77	\$47.00	\$49.35	\$51.82	
2035	Meter Working Foreman								
2036	N&C Working Foreman								
2071	Operating Engineer		21/22	\$44.14	\$46.34	\$48.65	\$51.08	\$53.64	
2190	Substation Foreman								
1067	W/WW Control Systems Coordinator								
3402	W/WW Reuse Treatment Planner Scheduler								
3403	WW Reuse Treatment Operations Coordinator								
3400	WW Reuse Treatment Maint Coordinator								
2118	Facilities O&M Working Foreman	520	19/20	\$37.23	\$39.10	\$41.05	\$43.10	\$45.26	
2013	GIS Coordinator Analyst								
2317	Meter Specialist Foreman								
2072	Unit Operator		20/21	\$38.54	\$40.47	\$42.49	\$44.61	\$46.85	
2199	W/WW Planner								
2119	Wastewater Maintenance Team Leader								
U119	Wastewater Operations Team Leader		21/22	\$39.89	\$41.89	\$43.98	\$46.18	\$48.49	
U166	Water Operations Team Leader								
1062	Water Wastewater Dispatcher (RL)								
U151	Utilities C&M Crew Leader	515	19/20	\$32.05	\$33.65	\$35.34	\$37.11	\$38.96	\$40.91
2101	Customer Care Group Leader (RL)								
1028	GIS CAD Technician III (RL)		20/21	\$33.18	\$34.83	\$36.58	\$38.41	\$40.33	\$42.35
2139	Stores Working Foreman								
2141	Transformer Shop Wkg Foreman								
2620	Utility Locator Coordinator	21/22	\$34.35	\$36.05	\$37.87	\$39.76	\$41.75	\$43.84	
U017	Utilities Pipefitter Crew Leader	512A	19/20	\$34.06	\$35.76				
			20/21	\$35.25	\$37.02				
			21/22	\$36.49	\$38.32				
2216	Arborist	510	19/20	\$27.54	\$28.91	\$30.36	\$31.88	\$33.48	\$35.15
G111	Land Surveyor Senior (RL)		20/21	\$28.51	\$29.93	\$31.43	\$33.00	\$34.66	\$36.39
2509	Payment Processing Team Leader (RL)		21/22	\$29.51	\$30.98	\$32.54	\$34.16	\$35.88	\$37.67
2902	Payroll Practitioner Senior (RL)								

OCC Codes	Job Title	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5
2252	Administrative Support Asst JSA (RL)	250A	19/20	\$27.32	\$28.68	\$30.12	\$31.63	
			20/21	\$28.28	\$29.69	\$31.18	\$32.74	
			21/22	\$29.27	\$30.73	\$32.28	\$33.89	
2510	Customer Service Field Leader (RL)	254	19/20	\$33.62	\$35.30	\$37.06	\$38.91	\$40.86
			20/21	\$34.80	\$36.54	\$38.36	\$40.28	\$42.30
			21/22	\$36.02	\$37.82	\$39.71	\$41.69	\$43.79
Z196	Electronic Maint Team Leader—RL	255	19/20	\$37.07	\$38.92	\$40.87	\$42.91	
			20/21	\$38.37	\$40.29	\$42.31	\$44.42	
			21/22	\$39.72	\$41.71	\$43.80	\$45.98	
2233	Laboratory Section Administrator (RL)	264	19/20	\$47.29	\$49.65	\$52.14	\$54.75	
			20/21	\$48.95	\$51.39	\$53.97	\$56.67	
			21/22	\$50.67	\$53.19	\$55.86	\$58.66	

Exhibit B – Safety Sensitive Positions Definitions and Key

ABBREVIATION	DEFINITION
DISPATCH OF VEHICLE	RESPONSIBLE FOR DISPATCH OF EMERGENCY VEHICLES (EITHER EMERGENCY RESPONSE/PUBLIC SAFETY VEHICLES OR OTHER VEHICLES IN EMERGENCY SITUATIONS).
MAINT OF VEHICLE	MAINTENANCE OF THE TYPE AND KIND THAT IF PERFORMED IMPROPERLY COULD RESULT IN DANGER TO THE OCCUPANTA/USERS OR OTHER EMPLOYEES OR MEMEBERS OF THE PUBLIC NEAR THE VEHICLE/EQUIPMENT.
CHAUFFERURS OTHER EMPLOYEES	CHAUFFEURS OTHER EMPLOYEES AS PART OF ASSIGNED DUTIES
HANDLE HAZARDOUS MATERIALS-OR EQUIPMENT (INCLUDES GUNS & OTHER SAFETY EQUIPMENT	TRANSPORTS, MIXES, HANDLES, USES, HAZARDOUS MATERIALS OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.
CDL LICENSE	OPERATES CDL CLASSIFIED VEHICLES.
SUPERVISES CHILDREN OPERATES/DIRECTS LARGE	SUPERVISES CHILDREN OR IS RESPONSIBLE FOR THE SECURITY OF CHILDREN OPERATES/DIRECTS LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT.
HAZARDOUS EQUIPMENT/ CONDITIONS	PERFORMS HAZARDOUS/PERILOUS WORK, AND/OR WORKS WHERE THE INDIVIDUAL MAY CAUSE HARM TO HIMSELF OR OTHERS.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC.
IMMEDIATE MANAGEMENT RISK	DUTIES REQUIRE DRUG PREVENTION-FOREKNOWLEDGE OF IDENTITIES OF INDIVIDUALS TO BE TESTED.
SPECIAL LICENSE	ANY POSITION THAT REQUIRES SPECIALIZED LICENSING BY CITY, STATE, OR FEDERAL LAW OR REGULATION WHICH INVOLVES ADDITIONAL MEDICAL AND/OR BACKGROUND INVESTIGATIONS. THE EXISTENCE OF A SPECIAL LICENSE REQUIREMENT MAY BE USED FOR THE PURPOSE OF SUPPORTING A SAFETY.- SENSITIVE DESIGNATION BUT SHALL NOT BE SUFFICIENT IN AND OF ITSELF TO REQUIRE A SAFETY-SENSITIVE DESIGNATION.
ENFORCE DRUG POLICY	ENFORCES DRUG POLICY (INTERDICTION AND DISCIPLINE).
STORE ILLEGAL SUBSTANCES	HANDLES, FILES AND/OR STORES ILLEGAL SUBSTANCES.
SYSTEMS OPERATOR	DESIGN, CONSTRUCTION, MAINTENANCE, INSPECTION & OPERATION OF SYSTEMS CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES OR REGULATES, MAINTAINS, REPAIRS TRAFFIC SIGNAL DEVICES.
SUPV/SAFETY SENSITIVE POSITION	DIRECTLY SUPERVISES A SAFETY SENSITIVE POSITION.
ACCESS/CRIMINAL INVESTIGATION INFO	WORKS WITH OR HAS ACCESS TO INFORMATION OR DOCUMENTS PERTAINING TO CRIMINAL INVESTIGATIONS.
EMERGENCY RESPONSE REQUIRED.	RESPONDS UNDER EMERGENCY CONDITIONS.

Exhibits C & D [open]

Exhibit E – Employee Protection and Retention Program Agreement

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

RECITALS:

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

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

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

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

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

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

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

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

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

(a) “Applicable Law” means any constitution, law, statute, ordinance, rule, regulation, regulatory requirement, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision.

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

(c) “Cause” means (x) in the case where the Employee has an employment agreement, consulting agreement or similar agreement in effect with JEA at the time of grant of the Retention

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

- i. the Employee has been convicted of, pled guilty or no contest to or entered into a plea agreement with respect to, (A) any felony under Applicable Law or (B) any crime involving dishonesty or moral turpitude;
- ii. the Employee has engaged in (A) any willful misconduct or gross negligence or (B) any act of dishonesty, violence or threat of violence, in each case with respect to this clause (B), that would reasonably be expected to result in a material injury to the JEA Group;
- iii. the Employee willfully fails to perform the Employee’s duties to the JEA Group and/or willfully fails to comply with lawful directives of the Board;
- iv. the Employee materially breaches any term of any contract to which the Employee and any member of the JEA Group is a party; or
- v. the Employee materially breaches any term of this Agreement;

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

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

(d) Section Reserved.

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

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

(g) “Disability” means (i) if JEA provides long-term disability insurance to its employees

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

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

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

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

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

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

3. Conditions to Receipt of the Retention Payment. The Employee's right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee's continuous

employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee's execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville ("Release") in a form reasonably satisfactory to JEA; (d) the Employee's compliance with the covenants set forth in Section 6; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 6, JEA shall not pay the Employee the Retention Payment (to the extent unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty-one (21) or forty-five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.

4. Agreement to Provide Employee Protection. The terms of JEA Board Resolution 2019-07 are incorporated into this agreement, which such resolution requires that an invitation to negotiate or other competitive solicitation outcome must achieve, among other things, maintenance of substantially comparable employee compensation and benefits for three years. For three years following the Recapitalization Event, the Employee is guaranteed substantially comparable compensation and benefits in effect at the Closing Date ("Employee Protection Benefit"). In the event the Employee is Involuntarily Terminated as defined by Paragraph (h) before the end of the three year period, the Employee shall continue to receive the Employee Protection Benefit for the remainder of the three year period. The Employee Protection Benefit shall only apply to full-time JEA employees employed on the Closing Date, and any remedy for breach of this provision shall only be against and recovered from a successor entity to JEA.

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

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

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

(a) **Cooperation.** While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee's

employment with the JEA Group and following the Closing Date and/or the Employee's separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.

(b) Confidentiality.

(i) *Protection of Information.* The Employee acknowledges and agrees that the confidentiality provision contained in this Section 6(b) is essential to protect JEA's goodwill, its ability to diligently serve its customers, the value of JEA's business and assets and the investor relations that JEA has expended significant resources to develop. Subject to applicable limitations of Chapter 119 and Section 215.425(5), Florida Statutes, the Employee shall keep confidential this Agreement and its terms; provided that the Employee may provide this Agreement on a confidential basis to his or her legal counsel, accountant, and/or tax advisor. In addition, at all times during the Employee's relationship with the JEA Group and thereafter, the Employee agrees to hold in strictest confidence and not disclose Confidential Information to any individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, without prior written authorization from JEA, and not to use Confidential Information, except to perform the Employee's obligations to the JEA Group, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Employee's or of others who were under confidentiality obligations as to the item or items involved. The Employee further agrees not to make any copies of Confidential Information, except as authorized in writing in advance by JEA.

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

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

8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes

of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of JEA and its successors and assigns, and the term “JEA” whenever used in this Agreement shall mean and include any such successors or assigns. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee or his or her beneficiaries or legal representatives, except by will or by the laws of descent and distribution. Notwithstanding the foregoing, in the event of the death of the Employee, payments that otherwise would have been made to the Employee shall instead be made to the Employee’s estate.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

JEA

By _____

Name: Aaron F. Zahn

Title: Managing Director/CEO

EMPLOYEE

Name:

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