

AGREEMENT BETWEEN



AND

PROFESSIONAL EMPLOYEES' 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 the JEA Professional Employees' Association, hereinafter referred to as the "PEA". It is the intent and purpose of the parties hereto to promote and improve the efficient administration of JEA and the well-being 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 at JEA; to implement mutually agreed upon rates of pay, wages, hours of employment, and other terms and conditions of employment; and to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between JEA, its employees, and the PEA.

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

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

Therefore, the parties agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

- 1.1 JEA recognizes the PEA as the exclusive representative of all employees in the bargaining unit defined in Section 1.2, as per PERC certification #618. The PEA recognizes the responsibility of representing the interests of all employees in the bargaining unit, without discrimination and without regard to PEA membership, with respect to grievances, and other matters affecting their general working conditions, subject to the expressed limitations set forth in this Agreement.
- 1.2 The PEA unit includes classified employees who are employed by JEA, including the specific classifications specified in Exhibit "A" of this Agreement or which may subsequently be incorporated into "Exhibit A", in accordance with Florida Statute 447. Specifically excluded are, all managerial and confidential employees within the meaning of Florida Statute 447, and employees included in those certified bargaining units having a separate community of interest.
- 1.3 A copy of this Agreement, once ratified and approved by all parties, will be furnished as soon as practicable by JEA to all employees represented by PEA. All new PEA bargaining unit members will be provided with a copy of the Agreement at or soon after their initial employment/ assignment.
- 1.4 JEA agrees to post on a JEA approved message board, an electronic version of the ratified Collective Bargaining Agreement with any Amendments, Memoranda of Agreement or Memoranda of Understanding.
- 1.5
 - a. Any recommended classification and/or organizational changes including reallocation of position(s) initiated by JEA which affect the bargaining unit will be presented, in writing, to the PEA President or designee, when the recommended changes have been drafted in final form by JEA.
 - b. JEA will make a good faith effort to notify affected employees and the PEA President or designee of any recommended classification and/ or organization changes. However, failure of an employee or PEA President or designee to receive such notification shall not give rise to a grievance under this agreement.
 - c. Employees shall communicate any comments on recommended classification and/or organization changes to the PEA, and not directly to JEA.
 - d. The PEA will thereafter submit to the JEA a written statement of its position on the recommended changes.

- e. Unless extended by mutual agreement, the PEA's written statement must be submitted to JEA no later than thirty (30) calendar days from the date the recommended changes are transmitted to the PEA. If a written response is not submitted within this thirty (30) calendar day time period, then JEA will consider the proposed changes as acceptable to PEA, and the proposed changes will be implemented.

- f. JEA will notify the PEA President or designee monthly when new employees are placed in the PEA bargaining unit.

ARTICLE 2
RIGHTS OF EMPLOYER

- 2.1 When making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions wherein JEA has discretion, JEA shall not violate the obligations imposed by this Agreement or Chapter 447, Florida Statutes. Any such items pertaining to this Agreement, formulated after the effective date of this Agreement, shall not be implemented (except in emergencies) prior to notification to the PEA by copy of such item. If the PEA wishes to discuss such items, a special meeting may be requested as provided in Article 6.1.
- 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 for cause, discharge for cause, transfer or 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 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 PEA 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 Management. In the case of a system or limited emergencies, Article 9.9 will govern.

ARTICLE 3
RIGHTS OF EMPLOYEES

- 3.1 Each member of the PEA bargaining unit has the right, freely and without fear of penalty, to join, and assist the PEA 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 make employees aware of their rights and to assure them that no interference, restraint, coercion, or discrimination will be permitted within JEA to encourage or discourage membership.
- 3.2 This Article does not authorize participation in the management of the PEA, or acting as a representative of the PEA, by an employee serving in a managerial/confidential capacity either in a temporary upgrade or provisional status. Employees shall not officially represent the PEA when his/her official assigned duties might result in a conflict of interest. This Article does not prohibit membership in the PEA by an employee who is a member of the PEA bargaining unit.
- 3.3 a. Any employee who is eligible for inclusion in the bargaining unit shall have the right to join or not to join the PEA as he/she individually prefers. There shall be no discrimination for or against any employee because of membership or not in the PEA and neither the PEA nor any employee shall attempt to intimidate or coerce any JEA employee into joining or continuing membership in the PEA or interfere with the employee in any way because of failure or refusal to join the PEA. Management agrees not to discriminate for or against the PEA, its officers, or its members, for membership therein, or by virtue of holding office in the PEA.
- b. Upon receipt of a stipulated, lawfully executed written authorization from an employee, JEA agrees to deduct the regular dues of the PEA from such employee, from his/her bi-weekly pay and remit such deduction to the PEA within thirty (30) days from the date of deduction. The PEA will notify management, in writing, thirty (30) 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 PEA, but in the event of direct revocation, the PEA will be notified as soon as possible.
- 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 PEA, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, when in effect, and if the PEA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

ARTICLE 4
RIGHTS OF THE PROFESSIONAL EMPLOYEES' ASSOCIATION

- 4.1 The PEA shall have the right and the responsibility to present its views to JEA's Director of Labor Relations, or other designated representative of JEA, as provided by this Agreement. If either party so requests, JEA and the PEA 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 PEA in any matters pertaining to this Agreement.
- 4.3 It is agreed that the PEA 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.

ARTICLE 5
THE AGREEMENT AND ITS RELATIONS TO LAW AND REGULATIONS

- 5.1 It is understood that, in the administration of all matters covered by this Agreement, JEA, the PEA, and all employees in the bargaining unit 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, Part II, Florida Statutes.
- 5.2 The PEA and its officers, agree that they shall have no right to engage in any work stoppage, slowdown or strike, the consideration of such provision being the right to a resolution of disputed questions. JEA shall have the right to discharge or otherwise discipline any or all employees who violate the provision of this paragraph.
- 5.3 JEA will provide access to JEA Management Directives and Procedures.
- 5.4 If the City of Jacksonville Civil Service Board is abolished during the term of this Agreement, all terms and conditions of employment previously covered by the Civil Service Rules, including those specifically referred to in this Agreement, shall be subject to negotiation at the request of either party.

ARTICLE 6
SPECIAL MEETINGS

- 6.1 JEA and the PEA agree to meet and confer on matters applicable to this Agreement excluding management's rights, upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason for discussing such matter. Discussion shall be limited to matters set forth in the request. The special meeting shall not be used to re-negotiate this Agreement. Such special meetings shall be held within fourteen (14) calendar days of the written request except where an extension is mutually agreed and at a time and place mutually agreeable to both parties. No Special Meeting as defined in this paragraph, will be conducted without a minimum of two (2) PEA officers and/or designees. JEA and the PEA shall have the right at these special meetings to recommend corrections to any known inequities pertaining to matters under discussion. Within fourteen (14) calendar days from the date of the meeting, JEA or the PEA will respond in writing to the other party concerning the matter discussed.
- 6.2 JEA agrees, in the interest of enhancing communications with the PEA, to provide the President of the PEA with a copy of the JEA Board Meeting Agenda prior to such regular meetings. In the event an item of interest to the PEA will be presented and discussed, the President or his/her designee, upon request, will be allowed time off with pay to attend such meetings, provided that such action will not incur overtime costs to JEA or impair operational effectiveness.
- 6.3 When requested, specified representatives of the PEA will be allowed time off without loss of pay from regularly scheduled work to attend meetings designated by JEA. Reasonable preparation without loss of pay may be requested through Labor Relations. Such requests shall not be unreasonably denied. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, no compensation shall be paid by JEA for time outside of regular working hours and working days. This provision is applicable to negotiating meetings as well as other designated meetings by JEA.

ARTICLE 7
PEA REPRESENTATION

7.1 Notification to JEA:

- a. The PEA shall furnish the Labor Relations in writing, the names of all elected officers of the PEA and any changes thereto.
- b. The President of the PEA shall furnish JEA with names and assignments of all PEA Representatives. A copy will be furnished to each affected member of Management, and the Labor Relations. Representatives will not be allowed to function as such until the above written notification has been received.

7.2 Recognition of PEA Representative(s):

Recognized PEA Representatives shall be permitted to exercise their responsibilities in accordance with the provisions of this Agreement. No PEA Representative shall be denied any right or privilege because of service as a PEA Representative.

7.3 PEA Point of Contact:

JEA shall recognize the President, or in the President's absence the Vice-President or other representative so designated by the PEA President or Vice-President, as the "official" point of contact for the PEA. This designation shall be in writing to the Director, Labor Relations in advance of the President's or Vice-President's absence, except when unforeseen illness/injury has rendered the President and/or Vice-President incapable of making any type of notification.

7.4 Number of Recognized Officers and/or Representatives:

JEA recognizes no more than four (4) PEA Officers and one (1) PEA Representative for each twenty-five (25) bargaining unit members.

7.5 Grievance Investigation:

PEA Officers and/or 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. Officers and/or Representatives must notify and secure approval of their immediate supervisor prior to their actions in this regard. Upon entering an area other than their own, the PEA Officers and/or Representatives shall notify Labor Relations of their presence and purpose. Officers and/or Representatives will only be granted time off under this provision when they are requested by an employee in the Unit to assist in

that employee's grievance. Officers and/or Representatives may receive and discuss grievances of employees on the premises or in the field on JEA time, but only to the extent that it does not neglect, retard or interfere with the work and duties of other employees.

7.6 Employee Support:

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

7.7 PEA Union Pool Time:

- a. Each employee may, by submitting written authorization to Employee Services be allowed to contribute one (1) hour or more of their accrued Annual or Personal leave time toward a pool of time which may be drawn upon for official PEA business. Effective Oct. 1, 2019, JEA will match donated pool time up to eighty (80) hours per fiscal year. JEA's match will not be cumulative from year to year.
- b. JEA will authorize 16 hours of preparatory time for each of five (5) members of the PEA bargaining team to prepare for contract negotiations without loss of pay. JEA will authorize a maximum of five (5) PEA members to negotiate a successor contract without loss of pay.
- c. The PEA shall request use of this time by submitting a written request to the appropriate Vice President, Director, or Manager, at least two (2) days 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.
- d. Use of such pool time by a PEA member shall only be authorized by the PEA President or designee.
- e. The pool time account will be debited on an hour for hour basis.
- f. A copy of the approved pool time usage request shall be immediately forwarded by the employee to Labor Relations for accounting purposes.
- g. PEA pool time balances will be available electronically on the internal website and shall be updated on a regular basis or as requested by the PEA President or their designee.

7.8 Fact-Findings and/or Disciplinary Hearings:

a. Weingarten Rights:

When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action, the employee has the right to request that a PEA representative be present at the meeting. When an employee requests PEA representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation.

- b. The manager or designee should advise the employee of their right to representation by a PEA representative when conducting a fact-finding meeting that may lead to disciplinary action. The representative may be that of the employee's own choosing from those available at work. The omission of the manager or designee to advise the employee of their right to PEA representation shall not be grounds to challenge the validity of any disciplinary action taken. However, should such an omission occur, at the request of the affected employee or Union, the Employer will agree to meet with the Union, to provide a summary of the situation which led to the discipline. The Employer will also communicate to the Union any decision or outcome resulting from the fact-finding meeting. The failure of the Employer to advise the Union of the decision or outcome resulting from the fact-finding meeting shall not be grounds to challenge the validity of any disciplinary action taken.

ARTICLE 8
HOURS OF WORK AND OVERTIME

- 8.1 For accounting purposes, the standard workweek for all employees shall normally be from 0000 hours Monday through 2400 hours Sunday.
- 8.2 Annual leave, personal leave, annual military training leave, leave while on the active payroll due to an on-the-job injury, JEA observed holiday, compensatory time, and any other authorized paid leave, (except paid parental leave) shall be considered as time worked to the extent the authorized paid leave falls on the employees' work schedule. Leave without pay, or any other non-paid leave shall not be considered as time worked for determination of overtime eligibility.
- 8.3 Employees covered by this Agreement shall consist of non-shift (most common) and shift employees.
1. Non-Shift Employees
 - a. Most JEA employees will be designated as non-shift employees.
 - b. Workweek assignments may be scheduled as follows:
 1. Five (5) consecutive eight (8) hour days, forty (40) hours per workweek.
 2. Four (4) consecutive ten (10) hour days, forty (40) hours per workweek.
 3. Twelve (12) hour days, eighty (80) hours bi-weekly.
 4. Eight (8) nine (9) hour days plus one (1) eight (8) hour day, eighty (80) hours bi-weekly.
 5. Four (4) consecutive nine (9) hour days plus one (1) four (4) hour day, forty (40) hours per workweek.
 6. Any other combination of work hours, as mutually agreed upon by the employee and their appointed manager that equal 40 hours per workweek.
 2. 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. A shift employee is also an employee who normally works a non-shift schedule but works a shift schedule to fill a normal shift schedule on a temporary basis.
- c. Shift employees may be reassigned during the workweek as needed to any combination of eight (8) or twelve (12) consecutive hour days, totaling at least forty (40) hours per workweek, with a minimum of sixteen (16) hours' notice.

8.4 The PEA and JEA recognize that in the interest of good service, there is a requirement for employees covered by this Agreement to respond to emergency call-outs, to hold over after their normal work schedule, and to complete planned work outside of normal working hours. JEA and the PEA agree that management shall determine the necessity for overtime work.

a. Compensation for overtime shall be in cash. However, if JEA and the employee agree, 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 in excess of forty (40) hours. Employees may accrue up to two hundred forty (240) hours of compensatory time. However, JEA may pay off any amount of accrued compensatory time at any time, provided that any prior approved requests for compensatory time off will continue to be honored. Accrued compensatory time will also be paid off at the employee's request.

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

c. Overtime Types

- 1. Scheduled/Planned – When JEA requires an employee to work on a planned, scheduled activity that must be completed outside of normal working hours
- 2. Unscheduled/ Callout - When JEA calls an employee to work outside of and not continuous with the employee's scheduled working hours
- 3. Holdover – When JEA requires an employee to hold over after their normal work schedule

8.5 Authorized overtime hours shall be compensated as follows:

a. When JEA requires an employee to perform scheduled or planned work outside of their normal working hours, this overtime is considered Scheduled/Planned. For exempt classifications, the first five (5) hours worked in excess of forty (40) hours per

week shall be paid at the employee’s regular rate of pay. Time worked in excess of forty-five (45) hours per week shall be paid at one and one half (1 ½) times the employee’s regular rate of pay. For non-exempt classifications, time worked in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee’s regular rate of pay.

1. There is no minimum number of hours paid for Scheduled/Planned overtime.
 2. Absence from Scheduled/Planned overtime assignments may be subject to investigation.
- b. When JEA calls an employee to work outside of and not continuous with the employee’s scheduled working hours, this overtime is considered Unscheduled/ Callout. The employee shall be compensated for a minimum of two (2) hours, or the actual number of hours worked beyond two (2) hours, at one and one-half (1½) times the employee’s regular rate of pay provided the employee reports to work as instructed. This minimum does not apply when an early call out extends to the beginning of the employee’s scheduled working hours.
- c. When JEA calls an employee to work outside of and not continuous with the employee’s scheduled working hours, and the employee is authorized to work remotely by management and does not have to report to a JEA facility to complete the work, this overtime is considered Unscheduled/ Callout. The employee shall be compensated for a minimum of one (1) hour, or the actual number of hours worked beyond one (1) hour, at one and one-half (1½) times the employee’s regular rate of pay.
- d. When JEA requires an employee to hold over after their normal work schedule and remain at work (continuous working hours either on-site or remote), the employee shall be compensated for the actual number of hours worked beyond their normal work hours at the same rate as the Scheduled/Planned overtime rate.

Examples of Overtime Types and Rates of Pay

Type	Unscheduled/Callout	Scheduled/Planned Hold over
Rate	1.5 times regular rate of pay	Exempt: 1.0 times regular rate of pay for first 5 hours after 40; then 1.5 rate for any hours after 45 Non-exempt: 1.5 times regular rate of pay for all hours after 40
Minimum	On-site: 2 hours of overtime Remote: 1 hour of overtime	Does not apply

8.6 Rest Periods

- 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 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 8.6(b).
- b. If an employee is called back to work (on site or remote) 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 release 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 not 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 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.

ARTICLE 9
GENERAL WORKING CONDITIONS

9.1 Working Outdoors

Employees shall not be required to work outdoors in inclement weather except during emergencies.

9.2 Employee Contact Information

a. All employees covered by this Agreement shall keep Management informed in writing at all times of their home or living quarters address and a telephone number by which they and/or their next of kin may be reached in the event of a system or 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 for official JEA business in accordance with the provisions of any applicable state statutes.

b. JEA will not be responsible for any costs incurred by the employee for telephone services.

9.3 Fitness For Duty

JEA, for proper cause, has the right to require any employee to undergo a medical examination by a JEA assigned appropriate medical doctor, at any time, to ascertain whether or not the employee is physically and mentally capable of performing the duties required of his/her classification. This examination will be conducted on JEA time and at JEA expense. An employee shall be entitled to complete disclosure of their own personal medical records.

9.4 Conflict Of Interest

An employee's primary responsibility in respect to gainful employment should be to JEA. No employee shall knowingly engage in any business or transaction or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or which would tend to impair his/her independence of judgment or action in the performance of his/her duties.

9.5 Personal Protection Equipment – Eyeglasses

JEA agrees to replace or pay the cost of repairing an employee's prescription safety eyeglasses issued by JEA which are 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 the employee's failure to use proper eye protective equipment provided by JEA. JEA also agrees to replace dentures broken or damaged during the performance of an employee's assigned duties, provided such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or the employee's failure to use proper protective equipment provided by JEA.

9.6 Bargaining Unit Member Information

During the term of this Agreement, JEA agrees to supply to the PEA at their written request twice a year, and/or as mutually agreed upon, 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 Transfers

Except in emergency situations or when an employee is on leave, JEA shall give any employee who will be transferred to another work location, which transfer is expected to last more than two weeks, at least two weeks' notice of the transfer.

9.8 Safety Shoes

- a. 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.
- b. Safety and Health management may issue additional pairs of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purposes of this subsection, Safety and Health 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.
- c. As determined by JEA, those employees, whose regular job duties only require occasional need for safety shoes, will be provided one pair of safety shoes initially, and on an as needed basis thereafter.
- d. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes while on duty as required.

9.9 System or Limited Emergencies:

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.

(6)

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.

9.10 Assigned Vehicles:

The Union recognizes that PEA represented employees may be assigned take home vehicles. Assignment of vehicles is based upon operational needs and is subject to change from time-to-time as needed. Should a vehicle assignment be ended, the employee will be given fourteen (14) calendar days' notice.

9.11 Cell Phone Allowance:

Employees who are issued JEA provided phones to perform business-related services may elect to use his/her own cell phone rather than using the JEA provided phone to conduct the same business-related services, subject to the Director's approval. Employees who are approved for use of personal phones will receive a \$50 per month stipend and are responsible for all repair/replacement and maintenance costs and expenses.

ARTICLE 10
LEAVE USAGE

10.1 Leave Usage (Generic)

- a. Employees, when eligible and authorized, may use their annual, compensatory time or personal leave upon written application. The determination shall be based on the nature of the request in each instance and extensions, if needed, may be granted at the option of Management.
- b. Accrued annual, compensatory time or personal leave may be taken at any time when authorized. Scheduling will be accomplished on a seniority basis in classification for the first request of five (5) consecutive work days or more. Leave of five (5) consecutive work days or more must be requested at least five (5) consecutive work days in advance of the leave. Denial of requested leave must be substantiated on the basis that granting of such leave would be detrimental to the efficient operations. Requests for annual or personal leave of less than five (5) consecutive work days must be submitted at least forty-eight (48) hours in advance for employees, whose job(s) must be filled in their absence (provided said employees have been notified beforehand, in writing), unless the annual or personal leave is for illness or emergency.
- c. In order to insure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) work day's annual leave, compensatory time, or personal leave per contract year. Employees are encouraged to retain eighty (80) hours in their annual or personal leave account in case of serious personal illness.
- d. The minimum amount of annual leave, compensatory time or personal leave to be taken and charged shall be in one-half (1/2) hour increments.
 1. Employees on eight (8) hour day schedules shall be charged eight (8) hours respectively for a day off.
 2. Employees on ten (10) hour day and twelve (12) hour day schedules shall be charged ten (10) and twelve (12) hours respectively for a day off.
- e. It shall be the mutual obligation of JEA and the PEA to cooperate in the proper application of annual leave, compensatory time or personal leave benefits.
- f. Annual leave, compensatory time or personal leave may be taken for emergency, illness, or injury of the employee or member of immediate family as defined in 15.2.
 1. Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury as follows:

- (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 the designated individual he/she is to notify, shall notify that individual as soon as 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 an 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 may not be allowed to charge their absence to annual leave, compensatory time or personal leave unless waived by Management.
- 3. Absences for illness under annual leave, compensatory time and personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's statement of illness after each absence. It is intended to correct suspected abuse of annual leave, compensatory time, or personal leave for illness.)
- g. Annual leave, compensatory time or personal leave will be charged only against an employee's regular workday and shall not be charged for absence on prearranged overtime or unscheduled call-in overtime.
- h. If a legal holiday falls within a scheduled annual leave, compensatory time or personal leave period, annual leave, compensatory time or personal leave shall not be charged for that day. When scheduled overtime for shift workers falls within a scheduled personal leave period, annual leave, compensatory time or personal leave shall not be charged nor overtime paid for that day.

10.2 Annual and Retirement Leave Usage

- a. If an employee has exhausted all accrued annual leave and requires time off for illness, the employee shall be allowed to use the credited retirement leave for the purpose of the illness only.
- b. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more of leave for this illness, the employee may elect to have such leave deducted

from the employee's retirement account.

- c. JEA shall permit an employee to defer up to the full value of the employee's annual leave and retirement leave accrued as of the date of the employee's retirement, but only to the extent permitted under Section 457 of the Internal Revenue Code (as amended from time to time), any regulations promulgated thereto, and the provisions of the deferred compensation plan under which the employee is a participant.

10.3 Personal Leave Usage

Personal leave shall not be charged for an absence due to an on-the-job injury unless the employee has exhausted the allowable period of Workers' Compensation leave and desires to use personal leave to remain on the payroll. The amount of personal leave to be charged for the purpose of maintaining the employee of regular pay status shall be the minimum amount in one-half (1/2) hour increments to equal the difference between Workers' Compensation payments and the employee's regular pay.

10.4 Cancellation of Leave

If an employee is asked to cancel scheduled and authorized leave in whole or in part, the employee will be reimbursed for non-refundable costs, forfeited due to cancellation of reservation, excess travel, etc., provided further that satisfactory documentation of the employee's payment of forfeited costs is furnished to JEA.

**ARTICLE 11
ANNUAL LEAVE (PLAN E)**

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

- a. Employees hired on or after October 1, 1968, and before October 1, 1992;
- b. Employees hired prior to October 1, 1968, who chose not to remain subject to former sick leave and terminal leave policies in April, 1969;
- c. Employees hired prior to October 1, 1968, who chose on or before September 30, 1978, to become subject to this provision;
- 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 Employees shall earn annual leave with pay according to the following schedule on a bi-weekly basis:

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

- b. Annual leave credits will accrue bi-weekly to the credit of the employee at the rate stated above and shall be credited on the last day of the pay period for all hours being paid.
- c. Annual leave shall be earned during the first year of employment. The rate of accrual shall change to a higher rate on the anniversary day of employment.
- d. In determining the rate of annual leave accrual under Section 11.2a, JEA shall include an employee's uninterrupted years of service with the SJRPP, where the employee was employed by the SJRPP immediately before becoming employed by JEA.

11.3 Annual leave shall accrue to a maximum of eight hundred and forty (840) hours. Any accrual over that amount shall be paid for on an hourly basis. These payments shall be made on the first pay period of November each year. If the employee elects, in lieu of

payments, excess annual leave over eight hundred and forty (840) hours may be credited to his/her retirement leave account up to a maximum of eight hundred and forty (840) hours in that account; provided, however, that (unless otherwise allowed by the City of Jacksonville Ordinance Code or otherwise vested pursuant to the terms of a collective bargaining agreement covering any City of Jacksonville or JEA bargaining unit in which the employee may have previously been a member) this option shall not be available to employees employed after October 1, 1978.

- 11.4 If an employee does not use all of the annual leave accrued in a fiscal year, the employee may elect to be paid the difference in the amount used and the amount accrued for that fiscal year on an hour for hour basis at the rate of pay effective September 30 of the respective year in which the leave was accrued. Such option must be elected prior to September 30 of the preceding fiscal year. Once the election is made, that election is irrevocable. This option is not available to an employee who would have less than eighty (80) hours annual leave remaining after such payment. Such payments shall be made in the second payday in November.
- 11.5 Retirement Leave Account: This section shall apply to those employees covered by City of Jacksonville Ordinance Code, Chapter 116, Part 6. For the purpose of this section, retirement shall mean retirement pursuant to the provisions of the City of Jacksonville pension program.
- a. Upon retirement, an employee may elect to be paid for credited retirement leave in a lump sum on an hour-for-hour basis. Such payment shall be made within thirty (30) days after the date of retirement.
 - b. In lieu of being paid for credited retirement leave in a lump sum, the employee may take retirement leave immediately prior to retirement, thereby using the retirement leave for fulfillment of the time service requirements of the pension program.
 - c. Once an employee has been placed on retirement leave, the employee shall remain on retirement leave and shall not return to work status.
 - d. While on retirement leave, an employee shall be retained on the regular payroll. The employee's pay shall be subject to payroll deductions, including pension contributions and insurance deductions.
 - e. An employee on retirement leave shall not accrue annual leave, but shall be eligible for legal holidays and any general salary increases.
 - f. An employee on retirement leave shall not be eligible for performance increases.

**ARTICLE 12
RECAPITALIZATION**

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 17.5, the conflicting provisions of Article 17.5 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.

I. SUMMARY OF RECAPITALIZATION PENSION CHANGES

A. Employees Hired On or After October 1, 2017

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

B. Employees Hired Before October 1, 2017

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

C. Backdrop

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

- D.** In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the PEA (*i.e.*, through contract negotiations, settlement, impasse proceedings, or litigation), then PEA 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 an 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 after October 1, 1992.

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

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

b. Personal leave will accrue to the credit of the employee at the rate stated above, and shall be credited on the last day of the pay period for all hours actually worked or hours on approved leave with pay. Personal leave shall be earned during the first year of employment.

c. The rate of accrual shall change to the higher rate on the anniversary date of employment.

13.3

a. Personal leave shall accrue to a maximum of six hundred (600) hours. Any personal leave over that amount, as of September 30 of each year shall be applied in accordance with the provisions of 13.6 paid for on an hourly basis. These payments shall be made on the first pay period of November each year. If the employee elects, in lieu of payments, excess annual leave six hundred (600) hours may be or sold back to JEA in accordance with the provisions of 13.3 b, and/or 13.3c.

b. At the end of the fiscal year, accrued and unused personal leave in excess of six hundred (600) hours may be sold back to JEA to the extent that the employee had timely requested but was not permitted by Management to take the leave during that year. Such leave shall be sold back to JEA at the employee's rate of pay at the end of the fiscal year. Employees shall request leave, and Management shall note approval or disapproval of such leave, on a form provided by JEA.

- c. If an employee does not use all of their personal leave accrued in the fiscal year, they may elect to be paid the difference, up to eighty (80) hours, between the amount used and the amount accrued for that fiscal year on an hour for hour basis, at the rate of pay effective September 30 of the respective year in which the leave was accrued. Such option must be elected prior to September 30 of the preceding fiscal year. Once this election is made, that election is irrevocable. This option is not available to an employee who would have less than eighty (80) hours of personal leave remaining after such payment. Such payments shall be made no later than the second payday in November.

13.4 Upon retirement of an employee (including vesting under the pension law), the employee shall be paid for all unused personal leave accrued on an hour for hour basis.

13.5 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 personal leave accrued on an hour for hour basis.

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

ARTICLE 14
MILITARY LEAVE

14.1 Military Training

- a. Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend an annual training period shall upon presentation of their official order or appropriate military certification, be granted not more than 240 hours with pay in one (1) rolling calendar year in accordance with the official orders to active duty for training, including travel time. The training leave shall not be deducted from annual/vacation leave or in any other way result in loss of privileges or compensation to said employee. Employees are responsible to notify their supervisors as soon as possible of the dates for the training period.
- 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 and request, apply for annual/vacation leave to attend the military training assemblies when they are scheduled to be on duty. Employees who request time off for this purpose are responsible to advise their 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

Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes. Leaves of absence for military purposes shall be verified by appropriate military certification or official order, a copy of which shall be filed in the employee's personnel file.

**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 the Director and approved by the Vice President. An approved leave of absence with pay must be for a purpose which shall serve the best interests of the system and not just the employee. A position must be available to the 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 Vice President, to the employee upon 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 re-employment list in accordance with the Civil Service and Personnel Rules and Regulations.
- c. If an employee is granted a leave of absence without pay and the position is held for the employee pending return to service, 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 any employee paid portion of their own or their dependents' insurance benefits premiums for which they are currently enrolled in (e.g. health insurance, vision, dental, short/long term disability and optional life insurance premiums, etc).
- d. If an employee is granted a leave of absence without pay and the position is not held for the employee pending return to service, 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

Upon notification of the death of a member of the employee's immediate family, the employee shall be granted the remainder of the day, if at work without loss of pay. The employee may also be granted an additional three (3) work days off within the next fourteen (14) calendar days, without loss of pay, as bereavement leave. For purposes of this paragraph, immediate family is defined as spouse, children, stepchildren, grandchildren, parents, stepparents, siblings, grandparents, spouses' grandparents, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, uncles, aunts, nieces, nephews, and relatives residing permanently with the employee. Should the employee be on annual leave at the time of death, the three (3) work days that would normally be granted as bereavement leave shall be charged as bereavement leave instead of annual leave.

15.3 Funeral Leave

Employees may be granted four (4) hours without loss of pay as funeral leave to attend the funeral of an active or retired JEA/SJRPP employee, unless the 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 normal straight time work hours lost, and will not be required to forfeit any compensation received for jury services. If a shift employee receives notice of jury duty and notifies his/her supervisor on his/her next workday following the receipt of notice, he/she may at his/her request be rescheduled to the day shift during his/her period of jury duty. If an employee is released from jury duty with two (2) or more hours remaining on his/her normal workday, the employee will be required to report to his/her work site on that workday. A written statement from the appropriate Court Clerk's office shall be required from the employee. The statement shall contain information as to dates and times an employee's presence was required for jury duty.

15.5 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 the employee 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, the employee shall be granted leave with pay for those hours for which the employee is absent from work during his/her regularly scheduled working hours, provided the employee submits evidence of such service as a witness.

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

15.7 Leave Donations and Forfeiture

- a. Employees may donate and forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to JEA employees with an FMLA qualifying illness (JEA civil service, JEA appointed, JEA temporary, JEA direct contract) who are critically ill, critically injured, or require an extended leave of absence for medical reasons. Employees may donate and forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to JEA approved charitable organizations.
- b. Donations and forfeitures to critically ill or critically injured employees or employees, with an FMLA qualifying illness, who require an extended leave of absence for medical reasons, shall be subject to the following requirements:
 1. The critically ill or critically injured employee and employees who require an extended medical leave of absence must submit a statement of need to their manager, or the Director of Employee Services. The employee who requires an extended medical leave of absence must include a physician's statement documenting the need for an extended medical leave of absence. When the critically ill or injured employee is physically or mentally unable to personally communicate his/her statement of need, the statement of need and supporting documents may be submitted on behalf of the employee by an adult member of the employee's immediate family, as defined in 15.2, or by a person who has been designated a health care surrogate for the employee under Part II of Chapter 765, Florida Statutes, or by the employee's judicially appointed guardian. The Director of Employee Services shall determine the employee's eligibility to receive leave forfeitures in accordance with the provisions of this Section 15.7.
 2. Leave forfeitures may not be made in respect of an ordinary illness, but rather may be made only in respect of a serious or major illness, hospitalization of five (5) calendar days or more, or a medical leave of absence of ten (10) calendar days or more.
 3. The employee forfeiting the leave must complete the appropriate form and submit it to Employee Services.

4. The employee receiving the forfeited leave must have exhausted all other available leave, and may receive only enough forfeited leave to cover the period of the absence. Upon returning to work, the employee receiving the forfeited leave may not have a positive leave balance as a result of any forfeiture.
 - c. Donations or forfeitures of leave under this Section 15.7 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated or forfeited by the hourly rate of the employee donating or forfeiting the leave.
- 15.8 JEA and the Union recognize the importance of our employee's families and the value of time during the birth or adoption of a child. In this spirit, the JEA will offer a parental leave plan consisting of paid time off following the birth or adoption of a child. JEA has established a policy and procedure applicable to bargaining unit members to be effective January 1, 2020 defining the Parental Leave Plan.

**ARTICLE 16
HOLIDAYS**

16.1 Recognized Holidays

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Personal Leave Day	As Mutually Agreed Upon*

* Personal leave day must be taken prior to the end of the fiscal year

16.2 Days Observed

a. Non-Shift Workers

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 in 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.

b. Shift Workers

Shift workers will observe all holidays on the date they occur.

c. Compensation

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. Employees must be in paid status the entire scheduled workday preceding and following the holiday to be eligible for holiday pay.

d. Working Holidays

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.

2. Non-Shift Workers – Christmas Day

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.

ARTICLE 17
INSURANCE AND BENEFITS

- 17.1 JEA agrees to provide, at no expense to the employee, term life insurance coverage equal to the gross salary (base salary and longevity rounded up to the nearest thousand) of the employee per year, with double indemnity for accidental death and dismemberment for those employees covered by this Agreement. The employee, at the employee's option and expense, may obtain additional term life insurance coverage, under the same policy, subject to the terms and limits of the policy, at the group rate.
- 17.2 JEA agrees to provide comprehensive medical insurance, for each employee, at no expense to the employee. The PEA will provide input to the JEA Insurance Committee to continuously review, and when applicable, recommend changes to the JEA group plan. Coverage for employees' dependents shall be an integral part of the group plan. JEA agrees to pay fifty percent (50%) of the employee's dependent coverage.
- 17.3 When JEA employees covered by this Agreement reach their sixty-fifth (65th) birthday, JEA shall pay one hundred percent (100%) of their Medicare supplements.
- 17.4 Accidental Death
- a. JEA shall provide accidental death benefits (at no expense to the employee) in the amount of \$100,000 payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an accident occurring in the course of 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 JEA employees who are killed in the line of duty will be entitled to the death benefits provided in the Workers' Compensation Law.
- 17.5 Pension
- a. PEA agreed to the closure (to new employees) of the GEPP, with new hires after the effective date of October 1, 2017 being enrolled in a "DC Plan" (defined contribution plan).
 - b. Participants in that DC Plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.
 - c. In the event any other bargaining unit participating in the DC plan (e.g. LIUNA 630, JSA, IBEW 2358, or AFSCME 429) receives any greater benefits that JEA provides to

PEA (i.e. through contract negotiations, settlement, impasse proceedings, or litigation), then PEA 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 Benefits 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 PEA’s ratification of this CBA. The plan will be closed to any employee hired on October 1, 2017 or thereafter, unless such employee is a returning member of the City’s Defined Benefit Plan who has left his/her contributions in the plan.
 - g. In the event any other bargaining unit participating in the General Employee Pension Plan (e.g. LIUNA 630, JSA, IBEW 2358 or AFSCME 429) receives any greater pension benefits than JEA presently provides to the PEA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation) PEA shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s).
- 17.6 The PEA may make arrangements with an insurance carrier, which will offer short-term and long term disability insurance products to all employees in the bargaining unit. Any employee electing to obtain such insurance coverage shall be responsible for the complete cost of any premiums. JEA shall permit employees to pay such premiums through payroll deduction. JEA may assess a charge not to exceed six (6) cents per deduction per payroll. If fewer than twenty-five (25) employees elect to obtain such insurance coverage during the initial enrollment period or at any time thereafter, JEA may discontinue the arrangements for such insurance coverage. The PEA, for itself and on behalf of all employees who elect to purchase insurance products offered pursuant to this Section 17.6, agrees that JEA shall not be held liable in respect of the insurance products, and JEA’s sole responsibility with respect to accuracy (or inaccuracy) of any payroll deductions, or the payment (or nonpayment) of premiums, shall be limited to a refund to the affected employees of any amounts improperly deducted or paid.
- 17.7 JEA will provide employees eligible to retire the option to use accrued annual leave, compensatory time, personal leave, and Retirement Leave time credits to fund their Deferred Compensation Program.

- a. The employee will be allowed, at his/her option, to sell accrued annual leave, compensatory time, personal leave, and retirement leave time credits up to the maximum dollar amount permitted 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 leave, compensatory time, personal leave, and retirement leave time credit sellback option shall not have less than eighty (80) hours in their annual leave, or personal leave account after the sellback. There is no minimum limit for the retirement leave account after exercising this option but only to the extent permitted under Section 457 of the Internal Revenue Code (as amended from time to time), any regulations promulgated thereto, and the provisions of the deferred compensation plan under which the employee is a participant.

17.8 Terminal Benefits

- a. Upon the death of an employee, all accrued overtime, compensatory time unused annual/ personal/ retirement leave, and other terminal leave benefits to which such employee would have been entitled to receive shall be paid as follows:
 - 1. The benefits will be paid as set forth in the employee's will;
 - 2. If the employee has not provided for distribution of the benefits in his/her will then the benefits will be paid to the employee's surviving spouse;
 - 3. In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares payable as follows:
 - a. To each of the employee's children over the age of eighteen (18) who are known to JEA.
 - b. To the legal guardian or representative of each of the employee's children under the age of eighteen (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 17.8 a above. For purposes of this section, two (2) month's salary shall be calculated by multiplying 1/12 times 2080 hours times two times the employee's hourly rate of pay at the time of death. ($1/12 \times 2080 \times 2 \times$ hourly rate).

**ARTICLE 18
ON THE JOB INJURY**

- 18.1 Any employee serving in the first six (6) months of original employment, and is temporarily totally disabled as a result of an on-the-job injury shall receive the benefits to which he/she is entitled under the Workers' Compensation Law of the State of Florida.
- 18.2 Any employee who has served six (6) months of continuous/creditable and satisfactory service, and is temporarily totally disabled as a result of an on-the-job injury that is not the result of the employees' negligence or carelessness, and that could not have been avoided (as determined by the JEA Investigation Team, which shall include a PEA representative), shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefits.
- a. For the first twenty (20) work days after the employee begins receiving Worker's Compensation payments, said employee shall receive supplemental pay based upon seventy-five percent (75%) of regular straight-time wages reduced by the workers' compensation indemnity payment.
 - b. Thereafter, based on a review every twenty (20) work days, which will consist of a qualified doctor's statement (recognized by the City of Jacksonville Worker's Compensation department) attesting to the employee's inability to perform his/her assigned work, the employee will continue to receive supplemental pay based on seventy-five percent (75%) of regular straight time wages reduced by the worker's compensation indemnity payment. Continuance of the supplemental pay shall be at management's discretion.
 - c. When an employee is off the payroll (not receiving supplemental pay) due to an on-the-job injury, JEA will continue to pay life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance 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 contributions prior to the on-the-job injury.
 - d. JEA will continue to pay the premiums noted in paragraph c. above if an employee who is temporarily disabled due to an on-the-job injury receives partial wage payments from JEA. The optional life insurance premium, the employee's portion of the dependent life insurance premium, and employee's pension contribution will be deducted from the employee's wage payments.

- 18.3 If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of the employee's position, the employee may be temporarily reassigned in accordance with the Civil Service and Personnel Rules and Regulations (with no reduction in pay) to other duties commensurate with medical and mental fitness, availability of suitable work, and the employee's qualifications for the position.
- 18.4 An employee who sustains an on-the-job injury and is only receiving workers' compensation payments or has exhausted the allowable period of workers' compensation may at his/her written request, use annual leave, compensatory time, or personal leave to remain on the payroll. The amount of annual leave, compensatory time or personal leave so charged shall be the minimum amount in hourly increments to equal the difference between workers' compensation and the employee's regular pay. If the employee receives only partial salary or wage payments, the normal required employee contributions shall be deducted from the employee's partial salary or wage payments, and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.
- 18.5 a. After an employee has been on a leave of absence or light duty due to a disabling on the job injury for a period of nine (9) 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 on-the-job injury for a period of nine (9) 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. JEA shall offer the employee the best available job for which the employee is qualified.

ARTICLE 19
SUPPLEMENTAL PAY

19.1 Service 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 Meals

Except as provided for in Article 9.9(4)(4), PEA employees shall provide for their own meals during their scheduled work hours and overtime work hours at no expense to JEA.

19.3 Scheduled Shift Rotation

There shall be no shift differential compensation for any classes within the bargaining unit.

19.4 Supervisory Differential

There shall be no supervisory differential compensation for any classes within the bargaining unit.

19.5 Standby Compensation

- a. Any employee who is required by JEA to be on standby duty will receive standby compensation as provided in this Article.
- b. For the purpose of this Article, an employee is on standby if the employee has been directed by their manager to carry a JEA furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic 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 standard rate of standby compensation shall be forty-five (\$45) dollars for each day the employee is on standby.

- d. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.
- e. Any employee who fails to comply with the provisions of Section 19.5 shall not be entitled to Standby Compensation for that day, and shall be subject to discipline. Prior to Management's decision to take corrective action; the employee shall be given the opportunity to provide an explanation of circumstances.
- f. 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.

**ARTICLE 20
ADMINISTRATION OF THE PAY PLAN**

20.1 a. The rates of pay for classifications covered by this pay plan are shown in Exhibit A.

b. Pay Range Adjustments

1. Effective at the beginning of the pay period that includes October 1, 2019, October 1, 2020 and October 1, 2021 JEA will increase all pay range minimums by 2.0%.
2. Effective the beginning of the pay period that includes October 1, 2019, October 1, 2020 and October 1, 2021 JEA will increase all pay range maximums by 3.5%.

c. Increases to Base Pay

1. Effective the first full pay period that includes October 1, 2019, JEA will provide base pay increases of 2.0% with an effective date of October 1, 2019.
2. Effective the first full pay period that includes October 1, 2020, JEA will provide base pay increases of 2.0% with an effective date of October 1, 2020.
3. Effective the first full pay period that includes October 1, 2021, JEA will provide base pay increases of 2.0% with an effective date of October 1, 2021.

d. One-Time Pay

If this contract is ratified by PEA on or before September 20, 2019, all active employees will receive a one-time lump sum payment equal to one and one-half percent (1.5%) of their base hourly wage rate times 2080, less legal deductions. For purposes of this paragraph "active employees" will be those listed as active employees on JEA's payroll on the actual date of payout, and "base hourly wage rate" will be the employees' "base hourly wage rate". The actual date of payout will be as soon as administratively practical following approval by the legislative body.

e. Performance Pay Increases

1. Except as otherwise provided, performance pay increases shall take effect as provided for in Exhibit C. The performance based increases and /or lump sum payment are as follows:
 - i. Performance Pay increase will be paid during the first full pay period following City Council approval, using September 30, 2019, performance scores and 70 as a performance score threshold. The effective days of the payout will be Oct. 1,

2019 or when administratively feasible.

- ii. Effective October 1, 2020 or when administratively feasible a performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C.
 - iii. Effective October 1, 2021 or when administratively feasible, a performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C.
 - iv. Performance based increases will not be granted beyond September 30, 2022.
2. The effective date of any performance increase shall be as provided in this Agreement, notwithstanding any Civil Service rule to the contrary.
 3. The application of performance pay adjustment as provided for pursuant to Exhibit "C" is further stated in Article 20. 9 Performance Pay Increases.
 4. In order to receive a performance pay increase, each employee must be on the payroll as of pay period 26 of the previous fiscal year and continue to be on the payroll at the time of increase distribution.

20.2 New Hire Rates

An employee who is given an initial assignment into a job classification shall be paid at the minimum rate for the classification to which assigned unless:

- a. The employee possesses training, education and/or experience is above minimum requirements for the classification. In that event, the appropriate Director and the Director of Employee Services may approve up to fifteen percent (15%) above the minimum salary rate for the classification; or
- b. The employee possesses training, education and/or experience justifying employment at higher than fifteen percent (15%) above the minimum salary rate for the classification. In that event, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer may approve it.

20.3 JEA shall follow all applicable laws, regulations and Civil Service and Personnel Rules and Regulations, for employees desiring to return, after separation (not due to discreditable circumstances) from service.

20.4 The return to duty of an employee who left the classified service as a result of induction or call to active duty into the Armed Forces shall be governed by the provisions of the

Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes.

20.5 Reversions

- a. The release of an employee from the employee's present classification to the employee's former classification during the probationary period is not considered a demotion, if it is considered a reversion.
- b. Whenever an employee reverts to a previously held classification for which the employee is qualified, the employee shall receive the same pay level which the employee received in the previously held classification prior to promotion, adjusted by the average performance pool percentage.
- c. Whenever an employee reverts from an appointed position to a previously held civil service classification for which the employee is qualified, the employee shall receive the same rate of pay which the employee received in the previously held civil service classification prior to being appointed, adjusted by the average PEA performance pool percentage. Provided however, the reverting employee's pay rate shall not exceed the rate of pay they received as an appointed employee.

20.6 Demotions

- a. Whenever an employee is demoted (not for cause) to a classification which the employee did not previously hold, but for which the employee is qualified, the employee shall receive the pay rate as prescribed by JEA that is less than the pay grade maximum of the lower classification and may receive up to a 10% pay reduction.
- b. Whenever an employee is demoted for cause, the employee shall not be eligible for an annual pay increase and/or lump sum payment until the employee has shown to have a "meets standard" performance level for at least twelve (12) months.

20.7 Reclassifications

- a. In the event of the reclassification of a position to a class, in a higher pay grade, the employee shall normally receive the same pay in that higher grade. If the employee's pay rate before reclassification is less than the higher pay grade's minimum then the employee shall be paid at the new pay grade minimum.
- b. In the event of the reclassification of a position to a class which is at a lower pay grade, the employee shall normally receive the same pay within that lower grade. If

the employee's pay rate before reclassification is greater than the lower pay grade maximum then the employee shall be paid at the maximum of the new pay grade.

20.8 Promotions

When an employee covered by this Agreement or an employee from another bargaining unit is promoted, as defined in the City of Jacksonville Civil Service and Personnel Rules and Regulations, to a class covered by this Agreement, the employee shall be placed at the minimum of the new paygrade for the class to which the employee is promoted, unless a higher pay rate is necessary to provide a five percent (5%) pay increase. However, the appropriate Director and the Director of Employee Services may approve a higher increase, if the employee possesses training, education, and/or experience above the minimum requirements for the classification, of up to fifteen percent (15%) above their current salary. If the employee possesses training, education and/or experience justifying employment at higher than fifteen percent (15%) above the employee's current salary, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer must also approve it.

20.9 Lateral Moves

When an employee from another bargaining unit accepts a lateral move into a class covered by this Agreement, the employee shall be placed at the minimum of the new paygrade or their current pay rate, whichever is higher. However, the appropriate Director and the Director of Employee Services may approve a higher pay, if the employee possesses training, education, and/or experience above the minimum requirements for the classification of up to fifteen percent (15%) above the grade minimum. If an increase of more than fifteen percent (15%) is requested, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer must also approve it.

20.10 No employee will have their pay rate adjusted above the maximum of the pay range for their given classification for any reason, except if a Memorandum of Agreement provides for specific exceptions for specific situations. This applies to all Articles and Sections contained within the PEA Labor Agreement.

20.11 Performance Review & Pay Increases

- a. An employee covered by this Agreement may receive pay increases, effective October 1st, for the life of this Agreement based upon performance substantiated by a written annual performance review, as defined in paragraph b below, completed by the employee's appointed manager, reviewed by the employee's Director or appropriate counterpart, and approved by the appropriate Vice President/General Manager/Chief. In the case of an employee who has been reassigned, transferred, or promoted within the PEA or has moved into the PEA during the period to be reviewed, the review shall

be completed by the employee's appointed manager (or appropriate counterpart) for whom the employee is working during the period during which reviews are being conducted. In that circumstance, the reviewing appointed manager (or appropriate counterpart) shall obtain, consider, and include information received from the appointed manager(s) [or appropriate counterpart(s)] for whom the employee worked during the remaining time of the period under review. The reviewing appointed manager (or appropriate counterpart) may solicit information from any manager for whom the employee worked during the period under review, and the manager(s) shall, upon request, provide that information. The employee shall be given an opportunity to meet with the reviewing appointed manager (or appropriate counterpart) and the employee's previous appointed manager for the purpose of allowing the employee to review and respond to information received during the evaluation process. The meeting shall be held prior to the performance pay increase determination provided for in Article 20.8e. Nothing herein shall be construed as replacing or obviating the reviews conducted during an employee's probationary period. Upon satisfactory completion of the probationary period after initial appointment or promotion, the base salary of the employee will be advanced 3%.

- b. The annual performance review will be a two (2) part evaluation, consisting of: Technical Performance measurement based upon an employee's Technical and Operational Job Factors and a Developmental Performance measurement based on a set of Developmental/Behavioral factors. Each of these areas will be scored separately, and then totaled. This total will represent the employee's Evaluation Total Score (ETS). To determine the employee's performance, adjustment to the ETS will be used in accordance with Exhibit C.
- c. This annual performance review will be completed on each employee in the bargaining unit by November 1 of each year, to be retroactively effective on October 1 of the same year. This annual performance review is intended to satisfy in entirety the annual performance review required by the City of Jacksonville Charter, and will cover the period from October 1 to September 30 of each previous fiscal year.
- d. Employees shall be given prior notification of the job performance measurement factors, which will form the basis of the employee's annual performance review. Prior to November 1 or within a reasonable time period after job performance measurement factors are changed or added during the review period, the manager shall notify the employee in writing of the job performance measurement factors for the next annual performance review.
- e. Based upon such annual performance reviews, and notwithstanding the provisions of Civil Service Rule 9, an employee may have a performance pay increase within the range of their pay grade during the life of this Agreement. Provided, however, that the amount of any performance pay increase that would place the employee's pay rate

above the maximum of the grade will be given as a lump sum amount, not added to base pay. No employee's base pay rate shall exceed the maximum of the pay range.

- f. Pay increases shall be determined in the following manner. All employees will be evaluated at the same time for annual pay increase purposes. A pay increase and/or lump sum payment will be determined for each employee using the employee's annual performance evaluation as indicated in 20.11 (b) and Exhibit C.
- g. If an employee hires or promotes into the PEA mid-year, the following will apply:
 1. For employees with less than 6 months of service or hired after April 1 of the respective year:
 - i. They will receive a mid-year review with a score based on their performance.
 - ii. They will be eligible to receive a pro-rated payout based on the score earned as outlined in Exhibit C.
 2. For employees with less than 3 months of service or hired after July 1, of the respective year:
 - i. They will receive a default evaluation score of 70 (no review will be completed) and their file will reflect that the "70" score is due to having less than 3 months of service at JEA.
 - ii. They will be eligible to receive a pro-rated payout based on a score of "70" as outlined in Exhibit C.
- h. The evaluation process described above is intended to enable employees to achieve maximum performance and be rewarded accordingly during the life of this Agreement. This will be achieved through continuous improvement based upon guidance and direction from JEA, application and effort on the part of the employee, and open communication between JEA and the employee. The evaluation process shall include the following:
 1. JEA shall provide each employee with feedback on his/her overall job performance on a periodic basis. These feedback sessions are not intended to be in the same format as the annual performance review. The feedback session shall identify areas of performance where improvement will contribute to an elevated overall performance rating, and shall identify in writing those areas of performance which are below the rating of "meets standard".
 2. JEA shall, within fourteen (14) days of notifying an employee of areas of performance which are below the rating of "meets standard", meet with the employee to assure that the employee understands the deficiencies, to offer additional guidance to the employee, and to discuss steps which the employee can take to improve deficient performance. Steps proposed to improve deficient

performance shall be accompanied by examples or illustrations.

3. Subparagraphs 1 and 2 above are intended to provide for performance improvement opportunities. In addition thereto, JEA will provide a similar assessment of performance whenever it becomes reasonably apparent that any employee's performance is below the rating of "meets standard". Such notification shall be provided at periodic intervals, as determined appropriate by JEA.

20. 12 Substandard Performance

- a. Any employee who is eligible, but does not qualify for a performance pay increase and/or lump sum payment by receiving a total performance score of 69.9 or below will be considered to have "substandard" performance. Any employee's performance determined to be substandard shall have the opportunity for review of the evaluation in the following manner:
 1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of a written performance review by which he/she has been determined to have substandard performance. The Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.
 2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President/General Manager/Chief within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days allowed, the Director's decision shall be final and not subject to further review through the grievance and arbitration procedures of this Agreement.
 3. The Vice President General Manager/Chief shall render his/her decision within fifteen (15) calendar days.
- b. Each employee determined to have substandard performance shall be given a Performance Improvement Plan ("Plan") developed by the employee's appointed manager (or appropriate counterpart). Any employee given a Plan shall have the opportunity for review of the contents of the Plan in the following manner:
 1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of the Plan. The

Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.

2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days allowed, the Director's decision shall be final and not subject to further review through the grievance and arbitration procedures of this Agreement.
 3. The Vice President/General Manager/Chief shall render his/her decision within fifteen (15) calendar days.
- c. Each employee given a Plan shall be subject to three (3) interim pass/fail evaluations on the Plan - one (1) evaluation every three (3) months for nine (9) months. The first such pass/fail evaluation shall be given three (3) months after the Plan is given to the employee. If the employee fails two (2) out of any three (3) interim evaluations, that employee will be terminated. Any employee terminated under this provision shall have the opportunity for review of the termination in the following manner:
1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of a written notice of termination from his/her appointed manager (or appropriate counterpart). The Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.
 2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President/General Manager/Chief within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days allowed, the Director's decision shall be final and shall not be subject to further review through the grievance and arbitration procedures of this Agreement.
 3. The Vice President General Manager/Chief shall render his/her decision within fifteen (15) calendar days.

- d. Employees who are eligible, but do not qualify for a performance pay increase based upon their annual performance review will not receive a later performance pay increase for that contract year, regardless of the ratings received on interim evaluations.
- e. The nine (9) month period of the Plan shall commence on the earliest of the following dates:
 - 1. When the employee indicates acceptance of the Plan.
 - 2. When the deadline for requesting review of the Plan has expired at any level without the employee having timely requested such review.
 - 3. When the Vice President General Manager/Chief has rendered his/her decision.

20.13 For the purpose of this Agreement, and except as provided otherwise in this Agreement, the establishment and maintenance of the anniversary date shall be in accordance with the provisions of the Civil Service and Personnel Rules and Regulations.

20.14 The performance review provided for in this Article shall satisfy, and be considered as compliance with, the annual performance review prescribed by the City of Jacksonville Civil Service and Personnel Rules and Regulations.

20.15 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 a classified or unclassified position. A leave of absence with or without pay shall not break or interrupt continuous service. Leave without pay one day or more will be deducted when computing the length of service for promotions, service raises, retirements, etc. The employee's employment date will be adjusted accordingly. Employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period military service.

20.16 Layoff Procedures:

- a. 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 CEO/Managing Director.
- b. The Director of Employee Services shall give the PEA President a thirty (30) calendar day notice of a pending layoff that will affect members of the PEA. This notice shall also include the competitive areas involved. The Employer shall provide job placement services to affected employees for a period of three (3) months.

- 20.17 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.
- 20.18 The parties understand that during the life of this Agreement, JEA may, at its option, offer a voluntary severance plan to certain classifications of PEA employees. Such a plan will be on terms proposed by JEA, and any decision to accept such a plan will be made on an individual basis by each affected employee. In the event that the execution of such a plan requires a reorganization or redeployment by JEA, the PEA will 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 at the lowest level possible, and JEA and PEA agree to work towards this end.

21.2 The purpose of this grievance procedure is to provide a method of processing grievable and arbitrable complaints involving the interpretation or application of this Agreement. It will be the exclusive procedure available to PEA employees and the parties to this Agreement 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 appeal able under Civil Service and Personnel Rules and Regulations;
- b. A position classification, or specification decision or examination dispute appeal able 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 claim 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(s) in the bargaining unit may process a grievance through this procedure without the intervention of the PEA provided:

- a. The employee(s) sign a statement on the grievance form indicating that they do not want to be represented by the PEA during processing of that particular grievance;
- b. The employee(s) must represent themselves or may be represented by legal counsel at their own expenses; and
- c. Any requested adjustment/remedy must be consistent with the terms of the Agreement and must only apply to the individual grievant(s). A copy of any adjustment/remedy will be provided to the Union as soon as practicable afterward.

21.4 If during the processing of a grievance under this Article a question concerning the interpretation of City government policy, provision of law, or regulation of appropriate authority outside JEA cannot be resolved by the parties, the grievance will be delayed unless mutually agreed otherwise, until the questioned policy, law, or regulation has been interpreted by the proper authority.

21.5 A grievance must be taken up with JEA within twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose, or 21 days from when the occurrence reasonably should have been known. Failure of JEA to observe the time limits prescribed in each step will entitle the grievant(s) to advance the grievance to the next step of the procedure. The failure of the grievant 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 grievant, and shall not be unreasonably denied by either party.

21.6 Complaint Resolution: Any employee covered by this Agreement shall have the right to pursue appropriate problem resolution.

21.7 Grievance Procedure

a. Step 1 - Formal

The grievance procedure is initiated by the employee or the employee and the PEA representative submitting the grievance in writing using the mutually agreed upon grievance form (Exhibit D) along with any supporting documentation to the Director. The written grievance shall contain, in brief, enough of the details of the grievance including Article(s) and Section(s) of the Agreement involved so that the grievance may be properly identified and the corrective action desired. The Director shall, within fifteen (15) calendar days of receipt of the grievance, meet with the employee and PEA representative or the employee 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 such decision is not acceptable, the grievance will be forwarded to the next step.

b. Step 2 – Formal

1. If a satisfactory resolution is not reached at Step 1, the employee or the employee and the PEA representative or PEA President will forward the grievance in writing within fifteen (15) calendar days after receipt of the Step 1 decision, stating any objections to the Step 1 decision, to the Director, Labor Relations or designated representative, who shall receive the grievance on behalf of the Chief Operating Officer. The Chief Operating Officer's designated representative shall, within fifteen (15) calendar days after receipt of the grievance, either:

i. Satisfy the grievance, or:

ii. Meet with the aggrieved employee or the employee and PEA representative /PEA President, if an employee initiated grievance;

iii. Or with the PEA President and the Vice-President, if a PEA initiated grievance.

The Chief Operating Officer's designated representative shall render a written decision within fifteen (15) calendar days after the meeting.

Note: The Chief Operating Officer's designated representative shall be a member of the Senior Leadership Team (either an Officer or a Vice-President. The Senior Leadership Team representative will not be designated to hear a grievance in his/her own group. The Chief Operating Officer's designated representative shall have full authority to render a written decision.

2. Step 2 decision, if not satisfactory, may be referred to arbitration as provided in this Agreement, within fifteen (15) calendar days after receipt of the written decision.

21.8 When a number of essentially identical grievances are submitted, the PEA may select one (1) of those grievances for processing at Step 1. The decision on the grievance selected shall be binding on the combined grievances. The names of all of the aggrieved employees will be made a part of the record of the grievance actually processed, and each grievant will be notified of the decision.

ARTICLE 22 ARBITRATION

- 22.1 The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by JEA or the PEA President or designee.
- 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, except where mutually extended, after receipt of the written Step 2 of Article 21 decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2 decision will be final and binding.
- 22.3 Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by JEA and the PEA President or designee to provide a panel of seven (7) regional arbitrators. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be adjudicated. Within fifteen (15) calendar days, except where mutually extended, after the list has been received from FMCS, the parties shall confer for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party shall strike the first name) until one (1) arbitrator remains. Once an arbitrator has been selected, the moving party will notify the FMCS of the selection. Efforts to schedule the date for the arbitration hearing will be initiated within thirty (30) calendar days from the date of the arbitrator's acceptance of selection and receipt of proposed availability dates from the arbitrator.
- 22.4 The expenses and fees of the arbitrator, a special master, or mediator shall be divided equally between JEA and PEA, with each party held responsible for payment of one-half of these expenses and fees. If either party desires to have a transcript made of the hearing, such party shall bear the full cost of such transcript.
- 22.5 PEA employees who shall be excused from duty to participate in the arbitration proceedings without charge to leave will be the Representative, President and/or other Officer, the aggrieved employee, if employee initiated grievance; or Representative if PEA initiated grievance and PEA employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.
- 22.6 The arbitrator will be requested to render his/her award within thirty (30) calendar days after the conclusion of the hearing, or the receipt of post-hearing briefs. With respect to the interpretation, enforcement, or application of the provision of the Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. Arbitrators shall have no power to add to, or subtract from, modify or ignore any of the terms of this Agreement.

ARTICLE 23
PEA COMMUNICATIONS

23.1 Bulletin Boards

- a. The PEA 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 PEA activity. JEA agrees, if the PEA requests, to provide a separate bulletin board specifically for the use of the PEA of a standard size not to exceed 4' x 4'.
- b. The PEA shall be provided use of an electronic bulletin board accessible by all members of the bargaining unit.

23.2 The PEA agrees that it shall use space on the bulletin boards provided for in 23.1 for the following purposes:

- a. Notices of PEA meetings;
- b. Reports of PEA elections;
- c. Reports of PEA committees;
- d. Rulings and policies of the PEA;
- e. Notices of recreational and social affairs of the PEA;
- f. Notices of meeting of public boards.
- g. Other notices as mutually agreed upon by JEA and the PEA President or designee.

23.3 No material, notices, announcements, or other information shall be posted which is of a political nature, derogatory, inflammatory, or disruptive to JEA's operations.

23.4 Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the PEA President or designee.

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.
- 24.2 Each employee is responsible to observe the safe work practices of any and all jobs performed within JEA. If any employee is charged by JEA as being at fault in connection with any accident, and such charge is deemed unfair, this action may be taken up as a grievance, as provided in this Agreement.
- 24.3 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 this Agreement for on-the-job-injuries.
- 24.4 It is agreed that from time to time employees within the bargaining unit, approved by JEA, may be temporarily assigned to perform safety and training duties for the purpose of assisting with and enhancing the employee safety and training programs.
- 24.5 JEA will continue an aggressive supervisory/professional development program to enhance present position capabilities and promotional opportunities in accordance with local, state, and federal Equal Employment Opportunity Laws. 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, operational methods, etc.;
 - e. Incentive recognition programs (awards or cash);
 - f. Special individual or group recognition; and
 - g. Job related, externally offered training, education and self-development programs.

24.6 Training

- a. In order to enhance the utility industry education and expertise of bargaining unit employees, JEA shall from time to time provide those employees with job-related training.
- b. The PEA shall make recommendations to JEA concerning training-related issues, including: topics, speakers, scheduling, and participation of employees. JEA shall thereafter consider the PEA recommendations and decide all matters concerning the seminars.

ARTICLE 25
ALCOHOL AND CONTROLLED SUBSTANCE ABUSE AND TESTING

Prelude

JEA and the PEA 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 a PEA 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 a PEA 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 PEA President with a listing of PEA 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 (Benzoyllecgonine)	150 ng/mL ³	Benzoyllecgonine	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.

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
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).

1. 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.

2. 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 Manager, 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 Manager, 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 PEA 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 employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until furnished with a written statement of the charges and the reason for such action. Should disciplinary action be considered, within fifteen (15) calendar days from the date the Employer became aware of the occurrence, a fact-finding meeting will be set up and the date communicated to the employee. Disciplinary action will be taken within sixty (60) calendar days after the investigation is complete and any appropriate documentation is received, however, this time limit may, at Management's discretion, be extended during the pendency of a felony criminal investigation into an employee's conduct, which could impact JEA. In such cases, the time limits established by this Section will not begin to run until all investigations, prosecutions and/or appeals involving the employee are concluded. If no action is taken within the referenced timeframe, the incident will not be subject to discipline.
- 26.2 An employee will be allowed to review their master personnel file within a reasonable length of time upon request to the Director, Employee Services. During the term of this Agreement, if any information, which is considered unfavorable and derogatory to an employee, is entered in their personnel file which deals with conditions originating during employment with JEA, the employee will be required to acknowledge receipt in writing of such information, and will be furnished a copy in order to 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 their personnel file. If an employee feels that any such correspondence 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 suspension or reduction in pay, to demotion and/or discharge. JEA will use the company-wide guidelines for disciplinary action as contained in JEA Procedure HUMR 606, however, 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 counseling before implementing progressive discipline. Should changes or modifications be made to the work rules in JEA's Procedure HUMR 606, the Union will be given an opportunity to provide input prior to the changes taking place.

26.4 Unless waived by the employee, when an employee is off the payroll due to a suspension, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and their portion of the dependent medical insurance premium.

ARTICLE 27
EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 JEA and the PEA mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity irrespective of race, color, creed, national origin, religion, sex, age, and where appropriate, disability. JEA and the PEA agree to encourage all bargaining 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 PEA 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 PEA will advise appropriate management of dissatisfactions that do not constitute formal discrimination complaints.
- 27.3 It is agreed that no official of JEA or the PEA shall interfere with, restrain, coerce, intimidate, or retaliate against any employee for appearing, testifying or furnishing evidence during any investigation or hearing procedures.
- 27.4 When vacancies occur in positions within classifications included in the bargaining unit, JEA shall give consideration to filling the positions by promotion or transfer of current JEA employees.

ARTICLE 28
SAVINGS CLAUSE

28.1 JEA retains all rights, powers, functions and authority it has prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in this Agreement in accordance with Section 447.309, Florida Statutes.

ARTICLE 29
SEVERABILITY

- 29.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding 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, JEA and the PEA will agree to negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 30
TERM, APPROVAL, AND AMENDMENTS

- 30.1 The Agreement, upon approval and ratification, shall become effective October 1, 2019 and shall remain in effect through September 30, 2022.
- 30.2 It is acknowledged that this Agreement must be approved by the membership of the PEA prior to submission for approval to and by JEA and City Council.
- 30.3 This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendments shall, reduced to writing, state the effective date of the amendment, and be approved by JEA and PEA.
- 30.4 The PEA and JEA agree to begin negotiations for a successor Collective Bargaining Agreement beginning in February 2022. Thereafter, the parties agree to meet on a monthly basis, or as otherwise mutually agreed upon, in order to facilitate a successor Agreement prior to October 1, 2022.

EXHIBIT A

PEA Job Classification Index		
Job Code	Job Title	Pay Grade
1004	Accountant	610
1005	Accountant Senior	630
1006	Accounts Payable Controls Analyst	630
2299	Application Analyst Senior	650
2298	Applications Analyst	640
2297	Applications Analyst Associate	620
2224	Associate Engineer	630
2237	Associate System Operator	640
6997	Backup and Recovery Administrator Senior	650
2270	Business Analyst	630
2229	Certified System Operator*	660
2345	Communications Analyst	640
2344	Communications Analyst Associate	620
2346	Communications Analyst Senior	650
2418	Communications Technician	610
2419	Communications Technician Senior	630
2306	Construction Specialist	640
3700	Contracts Associate	610
2355	Corporate Applications Specialist	670
7072	Data Scientist	650
7071	Data Scientist Associate	630
7073	Data Scientist Senior	660
2342	Data Warehouse Analyst	640
2341	Data Warehouse Analyst Associate	620
2343	Data Warehouse Analyst Senior	660
2005	Data Warehouse Specialist	670
2001	Database Administrator	640
7229	Database Administrator Associate	620
2410	Database Administrator Senior	660
2228	Electric Distribution Engineer	660
2230	Electric Systems Engineer	660
6739	Enterprise Architect	640
6738	Enterprise Architect Associate	620
6740	Enterprise Architect Senior	660
2423	Enterprise Architect Specialist	670
2234	Environmental Engineer	660
2221	Environmental Scientist	620
2223	Environmental Scientist Senior	640
2220	Environmental Technician	610

Job Code	Job Title	Pay Grade
2219	Forester	640
2160	Fuels Administrator	630
2161	Fuels Administrator Senior	650
1119	Graphic Designer	630
2412	IT Services Technician	600
2413	IT Services Technician Senior	620
2283	Market Research Analyst	630
2284	Market Research Analyst Senior	650
7014	Multimedia Specialist	630
2348	Network Administrator	640
2347	Network Administrator Associate	620
2349	Network Administrator Senior	650
2097	Operations Analyst	630
2159	Operations Analyst Senior	640
2420	Oracle Engineered System Administrator	660
1054	Physical Security Analyst	630
1049	Physical Security Specialist	650
2312	Predictive Maintenance Analyst	640
6987	Problem Management Analyst Senior	650
2210	Project Administrator Assistant Construction	620
2211	Project Administrator Construction	640
2212	Project Administrator Senior Construction	650
2304	Project Cost Specialist	630
2303	Project Cost Specialist Senior	650
2302	Project Scheduler	640
2300	Project Scheduler Senior	660
2003	Purchasing Agent Senior	640
2235	Quality Assurance LIMS Officer	630
2235	Quality Assurance LIMS Officer Senior	650
2340	Research Project Consultant	650
2046	Risk Management Technician	600
2043	Safety & Health Specialist	630
2351	Security Analyst	630
7228	Security Analyst Associate	620
2352	Security Analyst Senior	650
2353	Security Team Leader	660
2225	Staff Engineer	640
2415	System Administrator	640
2414	System Administrator Associate	620
2416	System Administrator Senior	650
2421	Technology Project Leader	640

Job Code	Job Title	Pay Grade
2422	Technology Project Leader Senior	660
2427	Technology Systems Specialist	670
2350	Technology Team Leader	650
2217	Vegetation Management Associate	610
2219	Vegetation Management Specialist	640
2218	Vegetation Management Specialist Senior	650
2232	Water Wastewater Engineer	660

PEA Pay Structure 10-1-19			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	\$43,305.60	\$59,467.20
Accountant Communications Technician Contracts Associate Environmental Technician Vegetation Management Associate	610	\$47,652.80	\$65,395.20
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Assistant Construction Security Analyst Associate System Administrator Associate	620	\$52,436.80	\$71,947.20
Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	\$60,403.20	\$84,864.00

Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Administrator Construction Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	\$68,203.20	\$99,840.00
Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Senior Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	\$77,084.80	\$108,763.20

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Administrator Senior Electric Distribution Engineer Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	\$85,529.60	\$120,078.40
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	\$95,472.00	\$134,076.80

* Note: CSO minimum rate is \$43.60

Redlined

Job Title	PG	Min	Max
Professional Engineer	340	\$69,430.40	\$107,764.80

PEA Pay Structure 10-1-20			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	\$44,179.20	\$61,547.20
Accountant Communications Technician Contracts Associate Environmental Technician Vegetation Management Associate	610	\$48,609.60	\$67,683.20
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Assistant Construction Security Analyst Associate System Administrator Associate	620	\$53,497.60	\$74,464.00
Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	\$61,609.60	\$87,838.40

Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Administrator Construction Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	\$69,576.00	\$103,334.40
Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Senior Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	\$78,624.00	\$112,569.60

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Administrator Senior Electric Distribution Engineer Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	\$87,256.00	\$124,280.00
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	\$97,385.60	\$138,777.60

* Note: CSO minimum rate is \$43.60

Redlined

Job Title	PG	Min	Max
Professional Engineer	340	\$70,824.00	\$111,550.40

PEA Pay Structure 10-1-21			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	\$45,073.60	\$63,710.40
Accountant Communications Technician Contracts Associate Environmental Technician Vegetation Management Associate	610	\$49,587.20	\$70,054.40
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Assistant Construction Security Analyst Associate System Administrator Associate	620	\$54,579.20	\$77,084.80
Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	\$62,857.60	\$90,916.80

Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Administrator Construction Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	\$70,969.60	\$106,953.60
Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Senior Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	\$80,204.80	\$116,521.60

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Administrator Senior Electric Distribution Engineer Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	\$89,003.20	\$128,627.20
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	\$99,340.80	\$143,644.80

* Note: CSO minimum rate is \$43.60

Redlines

Job Title	PG	Min	Max
Professional Engineer	340	\$72,259.20	\$113,796.80

EXHIBIT B
SAFETY SENSITIVE DEFINITIONS AND KEY

SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY	
ABBREVIATION DEFINITION	
HANDLES HAZARDOUS MATERIALS OR EQUIPMENT (INCLUDING GUNS & OTHER SAFETY EQUIPMENT)	TRANSPORTS, MIXES, HANDLES, USES, HAZARDOUS MATERIALS OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUID OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.
CDL LICENSE	OPERATES CDL CLASSIFIED VEHICLES
SUPERVISES CHILDREN	SUPERVISES CHILDREN OR IS RESPONSIBLE FOR THE SECURITY OF CHILDREN
OPERATES/DIRECTS LARGE EQUIPMENT	OPERATES/DIRECTS LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT
HAZARDOUS EQUIPMENT/CONDITIONS	PERFORMS HAZARDOUS/PERILOUS WORK, AND/OR WORKS WHERE THE INDIVIDUAL MAY CAUSE HARM TO HIMSELF OR OTHERS.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC
STORE ILLEGAL SUBSTANCES	HANDLES, FILES AND/OR STORES ILLEGAL SUBSTANCES.
EMERGENCY RESPONSE REQUIRED	RESPONDS UNDER EMERGENCY CONDITIONS.
SPECIAL LICENSE	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.

**EXHIBIT C
PEA PAY PLAN
EFFECTIVE for EVALUATION PERIOD OF OCTOBER 1, 2019 – SEPTEMBER 30, 2022**

Principal Elements

1. The effective date of the performance payout will be: for (a) FY 2019 - October 1, 2019, (b) for FY 2020- October 1 2020, and (c) for FY 2021-Oct. 1, 2021
2. The performance payout will be payable on the 2nd full pay period after the City Council approves the PEA contract.
3. An employee who receives an ETS of 70 or higher may be eligible to receive a performance pay increase.
4. Performance pay increases to eligible individuals will be applied first to the base pay until the maximum of the pay range is reached with the remainder paid as a one-time lump sum payment.

Performance Score:	100.0-94.0	93.99-84.0	83.99-75.0	74.9-70.0	< 70.0
% Increase	4.0%	3.25%	2.5%	1.5%	0%

Definitions

“ETS” is an individual person’s evaluation total score.

“Performance Pay Increase” is the additional pay the individual may receive in annual base pay and/or the amount received as a lump sum. Does not include Companywide incentive pay, nor longevity pay.

“Base Salary” is the annual base pay salary of an individual PEA member.

Performance Measurement

Performance will be measured in two areas, Technical and Operational, and Developmental/Behavioral. Principal importance is placed on the technical factors (the individual’s actual work as defined in specific job factors). To be eligible to receive a performance pay increase, the individual must have an Evaluation Total Score (ETS) of at least 70.

Technical and Operational

The weighting factor for Technical and Operational evaluation is 80. Each job factor shall be assigned a weighting according to its importance. Total available weighting shall be 100.

Scoring on each job factor:

- Exceeds Standard (ES) = 100% of designated points
- Meets Standard (MS) = 85% of designated points
- Mostly Meets Standard = 75% of designated points
- Some Improvement Needed = 65% of designated points
- Significantly Less Than 50% of Standard = 0% of designated points

*Written explanation and developmental plan are required for any job factors that are rated below “meets standard”

Developmental/Behavioral

The points for Developmental/Behavioral evaluation shall be 20. Score is determined by rating two required factors and two elective factors. Rating Scales: 5 Exceeds; 4 Meets; 2 Below

Example:	Factor	Score
	Safety (Required)	5
	Customer Satisfaction (Required)	4
	Teamwork (Elective)	4
	Communication (Elective)	2
	Total	15

Developmental/Behavioral Score Total Points= 15

Example Evaluation Total Score (ETS)

ETS Score

Technical 69.6

Developmental 15.0

ETS = 84.6

Exhibit D
PEA Grievance Form

Instructions: Send completed form (requesting a delivery and read receipt via Message Options) to your Director, copying Director of Labor Relations, your Manager, the PEA grievance Coordinator and the PEA President.

Name: _____ Date Submitted: _____

Director: _____ Cost Center: _____

Date Action Grieved Occurred: _____

Contract Articles and Sections Grieved (list all appropriate):

Explanation of Grievance (State Facts, How did it violate Agreement):

Acceptable Remedy:

Grievant Signature _____

Director Receipt _____

Step 1 _____

Step 2 _____

Arbitration: _____

Date Resolved:

Resolution:

**EXHIBIT E
EMPLOYEE RETENTION 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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IN WITNESS WHEREOF, WE, the Negotiation Teams for the parties hereto set our hand on this 26th day of September 2019.

JEA

Charna Flennoy
Charna Flennoy

Maryanne Evans
Maryanne Evans

Andy Bernis
Andy Bernis

David Biruk
David Biruk

Sean Conner
Sean Conner

Cindy Edgar
Cindy Edgar

Carol Higley
Carol Higley

Kort Parde
Kort Parde

PEA

Jennifer Stokes
Jennifer Stokes

Randy Hilton
Randy Hilton

Elvin Abelana
Elvin Abelana

Felita Rackley
Felita Rackley

Branden Robins
Branden Robins

Eric Smithson
Eric Smithson

Approved by the JEA Professional Employee's Association on this 26th of September 2019.

Randy Hilton
Randy Hilton
PEA President

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

4 **ORDINANCE 2019-728-E**

5 AN ORDINANCE APPROVING THE COLLECTIVE
6 BARGAINING AGREEMENT BETWEEN JEA AND JEA
7 PROFESSIONAL EMPLOYEES ASSOCIATION, SUCH
8 AGREEMENT COMMENCING OCTOBER 1, 2019 AND
9 ENDING SEPTEMBER 30, 2022; PROVIDING AN
10 EFFECTIVE 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 Professional Employees
15 Association, a copy of the agenda item is attached hereto as
16 **Exhibit 1**; and

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

20 **WHEREAS**, on September 20, 2019 the JEA Professional Employees
21 Association ratified the Collective Bargaining Agreement between
22 JEA and the JEA Professional Employees Association; and

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

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

27 **Section 1. JEA and JEA Professional Employees Association**
28 **Collective Bargaining Agreement Approved.** That certain Collective
29 Bargaining Agreement Between JEA and JEA Professional Employees
30 Association, a copy of which is **On File** with the Legislative
31 Services Division, and by this reference is made a part hereof, is

1 hereby approved. Said Collective Bargaining Agreement is for a term
2 commencing October 1, 2019 and ending September 30, 2022.

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

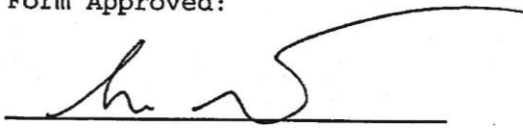
6

7

8 Form Approved:

9

10

A handwritten signature in black ink, appearing to read "Sean B. Granat", is written over a solid horizontal line.

11

Office of General Counsel

12

Legislation Prepared By: Sean B. Granat

13

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14

ORDINANCE 2019-728-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