

AGREEMENT

BETWEEN



AND

**NORTHEAST FLORIDA PUBLIC EMPLOYEES'
LOCAL 630
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO**

OCTOBER 1, 2022 - SEPTEMBER 30, 2025

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PREAMBLE

This Agreement is entered into as of October 1, 2022 between JEA and/or any other co-op, partner, affiliate as a result of any Recapitalization Event (Employer) and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, AFL-CIO-CLC (Union). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours, and other terms and conditions of employment. There are, and shall be, no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1: UNION RECOGNITION

- 1.1** Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees in the unit as defined in section 1.2 of this Article as per Public Employees Relations Commission for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the unit, unless and until recognition of such bargaining representative is withdrawn by a vote of the employees represented.

- 1.2** The recognized unit includes all classified employees who are employed by the Employer and whose classifications appear on the attached Appendix A. Specifically excluded are: managerial, supervisory and confidential employees within the meaning of Section 447.203 (4) & (5), Florida Statutes and employees included in other units having exclusive recognition in accordance with Chapter 447, Florida Statutes.

- 1.3** The Business Manager of the Union or his **(1)** alternate, will be the official spokesperson for the Union in any matter between the Union and the Employer. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

(1) All references to the male gender in this agreement are used for convenience only and should be interpreted to include both male and female.

ARTICLE 2: SECURITY AND CHECK OFF

- 2.1** A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:
- (a) The Employer agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available, for reference by bargaining unit employees.
 - (b) The Employer agrees to provide all persons hired into a job classification represented by the Union a copy of the current Agreement
- 2.2** Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for at least twenty-six (26) deductions per year. The Employer will remit such sums to the Union within forty (40) days² from the date of the deduction. A charge not to exceed the cost of six (6) cents per deduction per pay period will be assessed. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance has been received, of its belief, with reason(s) stated therefore, that the remittance is incorrect. The Union shall notify the Employer in writing thirty (30) days prior to any change in its regular dues structure.
- 2.3** The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues or uniform assessments.
- 2.4** An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives written notice to the Union and the Employer (Labor Relations). Dues revocation will be processed through the Union.
- 2.5** No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pensions, credit union and health and life insurance. Dues will be reinstated automatically once net earnings exceed the amount of dues to be checked off.

(2). All references to days shall refer to calendar days unless specified otherwise.

ARTICLE 3: UNION ACTIVITY

3.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. The steward must advise his Manager or designee of the requirement for such investigation and secure permission before conducting the investigation. Such permission will not be unreasonably withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Employer by conferring with employees not involved with the grievance. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. All files of the employee shall be open for investigation by the steward when investigating grievances.

No compensation shall be made for stewards' activities in representation of employees when such activities are conducted during hours other than the stewards' own work hours. Stewards shall not conduct any grievance work on premium time except in emergency situations occurring when the steward is on premium time, which involves suspension or discharge. Manager or designee permission shall be given orally to the union steward provided that said oral authorization ensures adequate controls of the steward's time; otherwise written permission shall be required. Upon returning to his work assignment, the steward shall report to his Manager or designee, unless prior consent not to do so has been secured.

3.2 Union stewards shall be active employees as designated by the Union, and shall be members of the bargaining unit.

3.3 Union Representatives while on public property and functioning as stewards are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.

3.4 Active solicitation by the Union of grievances and the collection of Union monies shall not be engaged in on the Employer's property.

3.5 No employee shall function as a union steward while on leave of absence without mutual consent of the Union and the Employer.

3.6 When it becomes necessary for a union steward to enter a work area other than his own for the purpose of conducting union business authorized by this Agreement, he will secure permission for his presence from the Manager or designee of that work area and notify the Manager or designee of the general nature of his business. Such permission shall not be unreasonably withheld.

3.7 Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his own grievances to the Employer, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the Agreement then in effect, and if the bargaining agent or his designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

3.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful

concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

- 3.9** All stewards have productive work to perform as assigned by the Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 4: BULLETIN BOARDS

- 4.1** The Union shall be provided use of electronic bulletin board accessible to all member of the bargaining unit
- 4.2** The Union agrees that it shall use the bulletin boards provided for in Section 4.1 above, only for the following purposes:
- Notices of Union meetings
 - Union Elections
 - Reports of Union committees
 - Rulings and policies of the Union
 - Notices of the recreational and social affairs of the Union
 - Notices of public bodies
 - Official grievance documents and related attachments
 - Copies of MOA's or MOU's
 - Job Descriptions
 - Policies of JEA
- 4.3** No material, notices, or announcements shall be submitted to Labor Relations for posting by the Union which contains anything political or controversial, or anything adversely reflecting upon the Employer, its employees, or any labor organization. Any proven violation of this section by the Union shall entitle the Employer to cancel immediately the provisions of this article and to remove that bulletin board.
- 4.4** Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the local Union, and the Manager of Labor Relations and the Director with Labor Relations responsibility or designee.

ARTICLE 5: MANAGEMENT SECURITY

- 5.1** The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, intentional interruption of Employer operation, or similar activity for any reason. Management shall have the right to discharge or otherwise discipline any employee who violates the provisions of this section. The only question that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slow-downs, concerted stoppages of work, intentional interruptions of Employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 5.2** (a) The Union, its representatives, agents, members and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:
- (1) Soliciting public employees during working hours.
 - (2) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, plants, service centers, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in areas not specifically devoted to the performance of official duties.
- (b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.
- (c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. An employee who is proven to have violated any provision of this section may be discharged or otherwise disciplined by the Employer, notwithstanding the provisions of any collective bargaining agreement.
- 5.3** The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to race, color, creed, national origin, gender, or disability.
- 5.4** The Employer and Union agree that the Employer shall be allowed to take all actions necessary to comply with the Americans with Disabilities Act of 1990, as amended.

ARTICLE 6: SAVINGS CLAUSE

The Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.1** It is the right of the Employer to determine unilaterally the purpose of each of its business units, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Employer to direct its employees, take disciplinary action for proper and just cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this Collective Bargaining Agreement.
- 7.2** In those cases where sub-contracting by the Employer for those jobs now performed by members of the Union is being considered, a special meeting will be held to discuss the sub-contracting (including but not limited to lists of jobs to be contracted). The meeting shall be held as soon as it is determined by the Employer that it will be necessary to subcontract out a service.
- 7.3** The Employer will provide the Union with access of any work rules, management directives (MD's) and/or policies which the Employer has created, amended, or deleted, within a reasonable time after such creation, amendment, or deletion. The Union will be provided general notification of changes and access to JEA's internal intranet page.

ARTICLE 8: STEWARDS AND REPRESENTATION

8.1 The Employer recognizes and shall deal with all the accredited union stewards, the union Business Manager, and any other officer, pursuant to Section 1.3 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

8.2 Employees covered by this Agreement will be represented by twenty (20) stewards designated by the Union. The Union will also name a Chief Steward in addition to the twenty(20) other stewards. The Chief Steward can handle issues at any work location as needed; in addition he will also act as a second primary contact for the Union (in addition to the Union Business manager).

When additional permanent work locations are created; the Employer and the Union will meet at the request of either party for the purpose of mutually determining the stewardship needs of the Union.

Through the life of the contract, JEA will provide up to two (2) days without loss of pay for LIUNA steward training, for up to twenty (20) stewards.

8.3 A written list of the Union stewards and alternate stewards shall be furnished to Labor Relations prior to the effective date of their assuming duties of office. The Union shall notify Labor Relations promptly of any changes of such union stewards. Union stewards will not perform any grievance work until the Union complies with this section.

8.4 (a) Officials of the Union, as designated in Section 1.3 of this Agreement, may, with proper authorization, which will not be unreasonably denied, are admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch hour of said employees on Employer property in areas mutually agreed upon by the Union and the Employer.

(b) Officers and accredited representatives of the Union will be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Employer is not normally open for visitation, the Employer shall provide a responsible escort to the union officer or accredited representative, provided this service has been requested in advance.

8.5 (a) The Employer agrees to contribute two thousand and one hundred (2100) cumulative payroll hours through the life of the contract to the Union for a pool time account to be used by employees at the calling of the Union solely and exclusively for this bargaining unit, upon notifying and securing the prior approval of management, and provided the absence will not interfere with system operations. If additional hours are needed a discussions will take place between the Union and the Employer. Notification shall be transmitted by electronic mail at least forty-eight (48) hours in advance to the employee's manager with a copy to Labor Relations. The notification shall include the nature of the request and the number of hours of pool time requested. The employee's manager shall either approve or disapprove of the request at least twenty-four (24) hours in advance of the absence. Employees designated in writing shall be carried on the active payroll and shall continue to accrue wages and benefits. None of the JEA contributed hours will be used for any political campaign.

(b) Pool Time use shall only be authorized by the Business Manager or designee.

- 8.6** (a) When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. JEA will accommodate an employee's request for a union representative when a dismissal notice is being issued that may cause that individual to consider possible resignation. When an employee requests union 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 his/her right to representation by a steward when conducting a fact-finding meeting that may lead to disciplinary action. The steward may be that of the employee's own choosing from those available at the work site. The omission of the manager or designee advising the employee of his/her right to representation by a steward shall not be grounds to challenge the validity of any disciplinary action taken.

ARTICLE 9: SPECIAL MEETINGS

- 9.1** The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement.
- 9.2** Such special meeting shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Employer and the Union shall have the right to recommend corrections to any problems pertaining to the subject matter under discussion. The Employer or the Union will respond in writing to the other party concerning matter(s) discussed within ten (10) calendar days of the meeting, unless waived.
- 9.3** The JEA agrees, in the interest of enhancing communications with the Union, to provide the Business Manager with a copy of the JEA Authority meeting agenda prior to each regular meeting.
- 9.4** The Manager of Labor Relations or his/her designee and the LIUNA Business Agent or his/her designee agree to convene quarterly for a “Labor Management Meeting” to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of up to six (6) representatives of Employer and up to six (6) representatives from the Union unless the parties agree to a different number.
- 9.5** Union representatives shall receive their regular pay for attending, provided that the meeting takes place during the representative’s normal workday.
- 9.6** The parties agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

ARTICLE 10: HOURS OF WORK AND OVERTIME PAYMENT

- 10.1** (a) The purpose of this article is to define hours of work and computation of overtime. For accounting purposes, the standard work week for all employees shall be from 0000 Monday to 2400 Sunday. All employees within the bargaining unit shall be placed within one of the schedules which appear below.
- (b) Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreed to by the employee and the Vice President, Director, Manager, or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to two hundred forty (240) hours of compensatory time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. Accrued compensatory time may be taken at any time when authorized by the appropriate manager. Requests for compensatory leave of five (5) or more consecutive work days must be submitted in writing at least two (2) weeks in advance. Requests for compensatory leave shall be in accordance with Article 19.
- (c) All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal work day and requiring employees to report early on overtime. Management shall give as much advance notice as possible, and no such request shall be unreasonably made.

10.2 (a) NON-SHIFT EMPLOYEES

(1) EIGHT HOUR WORK SCHEDULE

The regular work schedule shall consist of five (5) eight (8) hour days, Monday through Friday. Overtime will be compensated at time and one-half (1-1/2) for all hours worked in excess of eight (8) in any twenty four (24) hour period unless the employee has leave without pay during the work week. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated overtime at double (2) time for the hours worked in excess of sixteen (16). Employees who work in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid will be compensated for the excess hours at time and one-half (1-1/2).

(2) TEN HOUR DAY WORK SCHEDULE

The ten hour work day shall consist of four (4) ten (10) hour work days, Monday through Friday. If the schedule does not include 4 consecutive work days, then the schedule will be rotated through the crews/employees on a regular basis. Volunteers and special employee situations will be considered. Overtime will be compensated at the rate of time-and-one-half (1-1/2) for all hours worked in excess of ten (10) in any twenty-four (24) hour period unless the employee has leave without pay during the work week. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated at double time for the hours worked in excess of sixteen (16). Employees, who work in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid, will be compensated for the excess hours at time and one-half.

(3) ODD WORK WEEK SCHEDULE

In those activities requiring work schedules other than the regular 8 hour work schedule [10.2 (a) (1)], the eight (8) hour rotating-shift schedule [10.2 (b) (1)], the ten-hour-day work schedule [10.2 (a) (2)], or the twelve-hour-rotating-shift schedule [10.2 (b) (2)], the work schedule shall consist of forty (40) hours which may begin on any day of the week. No employee assigned to this odd work week shall be required to work any hours in excess of twelve (12) hours in any twenty-four hour period as part of the regular schedule work day. The twenty-four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual schedule starting time. Overtime compensation at time-and one-half (1-1/2) shall be paid for all hours worked in excess of regular shift hours in any twenty-four (24) hour period unless the employee has leave without pay during the work week. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated at double time for the hours worked in excess of sixteen (16). Employees, who work in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid, will be compensated for the excess hours at time and one-half.

(b) **SHIFT EMPLOYEES**

(1) **EIGHT HOUR SHIFT**

The standard work week of those activities requiring a twenty-four (24) hour per day, seven (7) day per week operation shall be eight (8) hours for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least 80 hour equivalent pay bi-weekly. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer may alter a shift for the purpose of staffing, if a shift is demonstrated by the Employer to be understaffed to the point that additional personnel are required to work the shift to avoid suspension of production. Overtime compensation at time and one-half (1½) shall be paid for all hours worked excess of regular shift hours in any twenty-four (24) hour period unless the employee has leave without pay during the work week or in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid. Employees working in excess of sixteen (16) hours in any one work day shall be compensated overtime at double (2) time for the hours worked in excess of sixteen (16).

(2) **TWELVE HOUR SHIFT**

The work schedule of those employees assigned to activities requiring a twenty-four (24) hour per day, seven (7) day per week operation, shall consist of twelve (12) hours for any twenty-four (24) hour period. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer may alter a shift for the purpose of staffing, if the shift is demonstrated by the Employer to be understaffed to the point where additional personnel are required to work the shift to avoid suspension of production. Overtime compensation at time and one-half (1-1/2) shall be paid for hours worked in excess of twelve (12) in any work day unless the employee has leave without pay during the work week, or in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid. Employees working in excess of sixteen (16) hours in any work day shall be compensated at double(2) time for the hours worked in excess of sixteen (16).

- 10.3** The days and shifts of work and rest days of employees shall be scheduled consecutively where possible. All non-shift schedules shall result in at least two consecutive days off. Final approval of all work schedules shall be at the sole discretion of management, provided that nothing in this section shall supersede any other article of this Agreement.
- 10.4** (a) The Employer agrees to notify the Union in writing of any master schedule changes that affect all bargaining unit employees assigned to a cost center at least ten (10) calendar days prior to the change. The Employer will give employees at least forty eight (48) hours written notice before changing an employee's regular work schedule. The above shall not apply in the event of an emergency as defined within The American Heritage Dictionary, Third Edition.
- (b) Non-shift employees assigned to a weekend schedule who wants their assigned weekend off may find a volunteer who will switch schedules for that entire work week; provided that any such switch in schedules must be approved in advance by the manager and the employee who substitutes must be appropriately qualified, as determine by management to perform the required work.
- 10.5** Any authorized paid leave, except for paid parental leave, shall count towards the threshold for determining when the employee is eligible for overtime pay (one and one-half times the employee's regular rate of pay). The leave shall not count towards determining eligibility for double time pay.
- 10.6** (a) An employee who has left his place of work and is called back for overtime work shall be paid for such overtime in accordance with this article, provided that he shall receive a minimum payment of four (4) hours at one and one-half (1-1/2) times his regular rate. If an employee is called out or assigned to more than one job before the end of the basic four (4) hour work period, it will be covered by the original minimum payment of four (4) hours and no extra payment will be allowed.
- (b) If an employee who is scheduled to report for overtime work receives notice of cancellation less than seven (7) hours from his scheduled starting time, he shall receive a minimum payment of two (2) hours at one-and-one-half (1-1/2) times the employee's regular rate.
- (c) In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:
- 1) An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.
 - 2) The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.
 - 3) The employee shall be compensated at his/her regular rate of pay for the minimum amount of time of one (1) hour or for the actual time worked if more than one (1) hour. Provided, however, that the employee will be compensated at one and one half (1 ½) times his/her regular rate of pay for all hours worked in excess of the applicable threshold found in Section 10.2 of the collective bargaining agreement.

An employee who is on rest period when authorized under this provision to do work from his/her home shall not be compensated at double (2) time. Nor shall the employee be compensated for

minimum pay for call out pursuant to Section 10.6 (a) of the collective bargaining agreement.

- (d) An employee who is required by management to attend a meeting outside of and not contiguous to his/her regularly scheduled working hours shall be compensated the greater of two (2) hours or the actual meeting duration, at one and one-half (1.5) times the employee's regular rate of pay.
- 10.7**
- (a) It is the responsibility of the Employer to distribute the opportunity for overtime work equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area. Violation of the rules required by this section – passing-over an employee who was eligible and available for the next overtime opportunity – shall require two (2) hours compensation at one and one-half (1.5) times the employee's regular rate of pay.
 - b) The sharing of overtime shall neither delay nor increase the Employer's cost of operation. Overtime records of the Employer shall be made available to union officials, when requested, to resolve any question involving distribution of overtime. Each assigned work area shall keep its overtime record in hours, and each record shall be kept current on a bi-weekly basis. A copy shall be posted electronically bi-weekly. Nothing in this article shall require payment for overtime hours not worked except as expressly provided in this Agreement.
- 10.8** Overtime may only be authorized by the appropriate manager or his designee.
- 10.9** All employees shall be given at least a half-hour lunch break, and may be given up to a one-hour lunch break, which will be the employee's own time. Employees who are required to work during the lunch break (such as certain shift employees) shall be compensated.
- 10.10** 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 basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby.

Overtime pay for these extended hours will be at the applicable overtime rate. If an employee is called back to work without completing his eight (8) hour rest period, he shall be compensated at the rate of two (2) times his regular rate of pay for all hours worked, commencing from the time he reports back to work and ending when he is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining when overtime (one and one-half times the employee's regular rate of pay) starts in any workday. Paid rest time shall not count towards determining eligibility for double time pay.

Should a callout or scheduled overtime assignment finish less than eight (8) hours before an employee's regularly scheduled start time, the employee will be entitled to eight (8) hours rest before reporting for their regularly scheduled start time. The employee shall lose no time thereby. This provision will not apply if the callout assignment occurs within four hours of the employee's scheduled start time and the employee had not had at least eight (8) hours rest prior to that callout; in this circumstance the employee will continue work into their scheduled workday.

- 10.11** In the event that it becomes necessary to reassign employees from one work schedule to another or from one work area to another, the Employer shall normally first reassign employees in each class who volunteer for such reassignments and who are from the work schedule at the work area or the actual

work area from which the assignment is being made. The volunteers from each class with the greatest seniority in grade shall be reassigned first. If the Employer is not able to obtain enough volunteers for the reassignment, the Employer shall reassign the least senior employees in grade from each representative class and who are from the work schedule at the work area or the actual work area from which the assignment is being made. The Employer retains the right to reassign any employee or group of employees, without regard to the provisions of this section, under the following circumstances:

- (a) When an employee or group of employees have special skills which are needed on another work schedule or in another work area.
 - (b) When there are special circumstances relating to an individual employee requiring the Employer to reassign that individual to a different work schedule or work area.
 - (c) The crew structure shall be preserved. The assignment shall be made by crew from the work area performing such work. The crew may volunteer for such assignment as a unit. In such cases where more than one crew volunteers, the crew leader's years of service shall be the tie breaker. Scheduled overtime assignment shall be in accordance with Section 10.7.
 - (d) Should the Employer reassign an employee without regard to 10.11, 10.11 (a), (b) or (c), upon request of the Union or the employee, the Employer shall inform the Union or employee, in writing, of the facts or circumstances upon which the Employer relied in making such reassignment. The reassignment, facts or circumstances the Employer relied is not subject arbitration pursuant to the grievance/arbitration article of this agreement.
- 10.12** (a) Any employee desiring transfer to another job shall file written notification of such request with his manager. The manager shall respond to the employee's request in writing within fifteen (15) calendar days of receipt of the employee's request.
- (b) The Employer shall consider applications for transfer to positions within the bargaining unit from existing employees before hiring from outside the existing JEA workforce. Existing employees and outside applicants shall be evaluated upon the same standards. Management retains sole discretion to determine which employees it shall select.

10.13 SYSTEM OR LIMITED EMERGENCY

System or Limited Emergencies

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

1. Definitions

- A. **Emergency**- An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.
- B. **System Emergency** – All or the vast majority of employee's in the company are affected by the emergency.
- C. **Limited Emergency** – The emergency only affects a portion of the company – one or more departments, but not all.
- D. **Non-Essential Employees**: Employees who are not required to be at work and are either: 1) released from duty (no Blue Sky or Storm Assignment) during some portion of the period of a

declared emergency, or 2) who are on duty but not designated as Essential Employees (they are performing Blue Sky Assignments).

- E. **Essential Employees** – Employees who are designated as Essential Employees and are performing emergency related duties (Storm Assignment) during a declared emergency.
- F. **Storm Riders** – employees whose management has specifically designated as Essential Employees and pursuant to that are required to work and /or remain at a JEA designated facility during an event giving rise to a declared emergency. A storm rider is a subset of an Essential Employee.
- G. **Storm Assignment** – Work assignments being performed by an employee during the period their management has specifically designated them as being Essential Employees and altered their normal work schedule for the purpose of restoration after an event giving rise to a declared emergency.
- H. **Blue Sky Assignment** – Assignments normally performed by an employee that are not being performed for the purpose of restoration efforts as the result of a declared emergency.

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

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

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

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

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

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

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

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

3. **Non-Essential Employees**

These employees are subject to the following:

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

4. **Essential Employees**

These employees will be subject to the following:

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

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

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

6. JEA Communications with Employees during the Emergency

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

10.14 Mutual Aid

When employees are requested and authorized to assist other utilities in the restoration of their service areas, said employees will receive compensation of pay at two (2) times their normal rate of pay for all hours worked in this process to include travel and any other time required. In non-emergency situations assisting other utilities, JEA will pay compensation of two (2) times normal rate of pay if reimbursable from non-JEA sources (e.g., other utility and/or FEMA).

ARTICLE 11: TIME TRACKING

The Employer, at its sole discretion, may employ time tracking methods for control and pay purposes. The time tracking procedures shall be applied uniformly at each work reporting location. No employee shall make entries on another employee's time tracking record.

Each department, sections, areas, or teams shall formulate a set of rules governing reporting time and attendance requirements. The department, sections, areas, or teams shall consider input and comments from the union / Association when formulating or amending these rules.

ARTICLE 12: WAGES

- 12.1** (a) The rates of pay for the classifications in the Unit are shown in Appendix “A” to this Agreement effective the earliest of October 1, 2022 (if the Union ratifies on or before September 20, 2022, or the payroll period commencing immediately after final ratification); October 1, 2023 and October 1, 2024.

All active employees in the bargaining unit shall receive a one-time three and one-quarter percent (3.25%) ratification incentive payment contingent upon successful ratification by the bargaining unit on or before September 20, 2022.

- (b) General Increase

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

All employees in the Unit shall receive a general increase as follows:

FY 22/23: Eight percent (8%); effective October 1, 2022.

FY 23/24: Four and one-half percent (4.5%); effective October 1, 2023.

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the Southeast (as reported by the Bureau of Labor Statistics) for the calendar months of August 2022 through July 2023 exceeds the four and one-half percent (4.5%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the 4.5%, the General Increase will remain at 4.5% and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the Southeast for the months of August 2022 through July 2023 exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will be paid as a one-time lump sum payment calculated using the employee’s regular annualized salary as of 9/30/23 and will be paid as soon as administratively feasible at the beginning of the FY 2024.

FY 24/25: Three and one-half percent (3.5%); effective October 1, 2024.

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the Southeast (as reported by the Bureau of Labor Statistics) for the calendar months of August 2023 through July 2024 exceeds the three and one-half percent (3.5%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the 3.5%, the General Increase will remain at 3.5% and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the Southeast for the months of August 2023 through July 2024 exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will be paid as a one-time lump sum payment calculated using the employee’s regular annualized salary as of 9/30/24 and will be paid as soon as administratively feasible at the beginning of the FY 2025.

- 12.2** Evaluation for service which meets standards shall be standard and in writing throughout the bargaining unit with each activity using the same accepted evaluation form and procedure. A copy of the completed evaluation shall be provided to the employee.

After the initial evaluation meeting, if the employee requires assistance to interpret the contents of said evaluation, the employee may have the right in a subsequent meeting to representation by a steward of

his choosing from stewards available from the work site.

An employee who believes that the Employer failed to follow the evaluation procedures may file a grievance pursuant to this Agreement.

12.3 The Employer will make a good faith effort to have paychecks available on Thursdays for those employees who are scheduled to be off duty at the normal pay time which are alternate Fridays.

12.4 The following administrative procedures shall be adhered to by the Chief of Human Resources Officer in the implementation of the pay plan for employees in the bargaining unit.

(a) An original appointment to any classified position shall be made at the entry level of the Pay Grade. Thereafter, advancement within the salary range shall follow the procedures provided below.

(b) When an employee covered by this Agreement, is promoted to another classification covered by this Agreement in a higher Pay Grade, the employee shall be granted an increase in base salary to the step in the new class that will provide an approximate five (5%) percent increase or to the starting rate of the range of the higher Pay Grade whichever is greater. Under no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion.

(c) Upon meeting the standards of the probationary period, the base salary of the employee shall be advanced one step or to the maximum of the range, whichever is less.

(d) After an employee receives his/her increase upon completion of the probationary period, or after promotion to the journeyman class, he/she shall be granted step increases, except for periods of below standards performance, no sooner than twelve (12) months from his/her date of last increase, until he/she reaches the maximum rate of pay for his/her classification. For the purpose of this Agreement, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee: date on which employee received his/her end of probation increase; date on which employee was promoted to a journeyman classification; or the last date on which employee received a step increase. Employees shall not receive step increases for any period(s) in which the employee received a below standards performance evaluation(s). However, the employer shall re-evaluate the employee quarterly for the next 6 months from the last below standards evaluation. Employees who are re-evaluated as meeting standards for both quarters after having received a below standards rating shall be granted a step increase effective the date they receive the second meeting standards re-evaluation.

(e) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate he would be earning if the promotion had not been granted (taking into account any increase that the employee would have received in his former class.) In the event an employee is demoted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(f) When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee will be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 12 month period following the demotion, he will not receive a promotional increase or end of probation increase, unless his salary was reduced at the time of demotion to

the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion, plus any increase the employee would have received if not demoted.

(g) In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in an approximate 5% reduction in salary, or to the maximum of the range, whichever results in the larger reduction. If the employee is promoted again within a 12 month period following the demotion, he will receive a promotional increase of approximately 5% upon promotion, but will not receive an end of probation increase unless his salary was reduced at the time of demotion to the maximum of range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.

(h) When an employee is demoted for disciplinary reasons, the rate of pay in the lower range shall be no less than that which the employee received prior to promotion. The employee shall not be eligible for a step raise for one (1) year after the demotion.

(i) When a transfer not involving promotion or demotion is made from one position to another with an equivalent base rate of pay, the base pay of the transferred employee shall remain unchanged.

(j) If it is considered that an employee due to documented, exceptional, exceeds standard performance deserves additional step increase (s) for merit, then such a recommendation will be made by the employee's appointed manager, and approved by their director and vice-president.

(k) No employee may receive more than two (2) additional step increases for merit in the twelve (12) Month period.

(l) Promoted, demoted, reverted, or newly hired employees shall not be eligible for any merit step increases until they have completed twelve (12) months of exceeds standard performance in their job classification.

(m) A step increase for merit will not impact the regular step increase advancement.

12.5 When the Union and/or an employee alleges that the employee is being regularly required to perform duties which are not consistent with the approved classification of the position being filled by the employee, and the Union and/or the employee alleges that the duties assigned are not appropriate for the class specifications to which the position is allocated, the Union and/or the employee may request that the Chief Human Resources Officer or designee review the classification assigned to the employee's position. Director of Employee Services or designee shall review the duties as requested. The Union and the employee will receive a copy of the findings within sixty (60) Calendar days of receipt of the complaint.

12.6 (a) All Employees within the bargaining unit shall be covered by a written description of job duties in the form of a job specification/description. Changes to job specifications (job descriptions) will be submitted to the Union for review and comment. The Union will have up to ten (10) days to respond; if no response is received within that period it will signify agreement by the Union.

(b) Any recommended classification and/or organizational changes [including reallocation of position(s)] initiated by JEA which affect the bargaining unit will be presented by e-mail to the Union

when the recommended changes have been drafted in final form by JEA. The Union and the Employer will meet upon the request of either party to discuss the proposed changes prior to any change being finalized.

(c) JEA will notify the Chief Steward and Business Agent of any affected employees of any recommended classification and/or organizational changes. However, failure of an employee to receive such notification shall not give rise to a grievance under this Agreement.

(d) Employees shall communicate any comments on recommended classification and/or organizational changes to the Union and not directly to JEA.

(e) The Union will be given ten (10) calendar days from the date the recommended changes are transmitted to the Union within which to respond and/or to notify JEA Employee Services that the Union is requesting a meeting and/or intends to submit a written statement of its position on the recommended changes.

(f) The Union will thereafter submit to the JEA Chief Human Resources Officer or designee a written statement of its position on the recommended changes.

(g) Unless extended by mutual agreement, the Union's written statement must be submitted to JEA Chief Human Resources Officer or designee not later than thirty (30) calendar days from the date the recommended changes are transmitted to the Union or after a requested meeting is held.

(h) This article waives any time allowed under the Civil Service and Personnel Rules for responding to the recommended changes.

12.7 (a) When filling a position on a temporary basis because the incumbent is on annual, personal leave, leave of absence, or is off for any other reason, the Employer shall select from the top name on the appropriate certified promotional eligibility list, provided such employee is currently assigned to the section/crew (e.g., maintenance, construction, preventive maintenance, meter shop) where the temporary opening exists. (If the top name on the appropriate certified (If the top name on the appropriate certified promotional eligibility list is not currently assigned to the section/crew where the temporary opening exists, then the Employer shall select the next name on the list who is currently assigned to the section/crew, et seq.).

(b) If an appropriate certified promotional eligibility list does not contain the name of an employee from the section/crew where the vacancy exists, then the Employer shall appoint the senior, qualified, and available employee in line of promotion in the section/crew for the temporary replacement. In such case, the assignment will be based on the following criteria:

- 1) The selection is a senior employee in the classification in the section;
- 2) The employee is qualified for the duties to be performed and those qualifications are limited to those factors directly required to perform the job;
- 3) The employee is physically able and qualified to perform the duties of the higher classification; and
- 4) The employee is available for such assignment.

When equally qualified employees have the same time in grade in the class/section/crew from which the temporary appointment is being made, total length of service with the Employer shall determine

seniority for the purpose of this appointment.

(c) If an appropriate certified promotional eligibility list does not exist, the senior, most qualified, and available employee in line of promotion in the section/crew shall be appointed pursuant to the criteria set forth in (b) above until such time as an appropriate promotional eligibility list is certified.

(d) When a selection is for a day or less, the selection shall be made from the crew. When a selection is for more than a day, the selection shall be made from the section. Provided, however, that selections in the construction sections shall always be from the crew.

- 12.8** JEA will electronically send copies to the Union of all certified promotional eligibility lists which have been established for positions within the bargaining unit.
- 12.9** Incentive Program - JEA, at its sole discretion, may from time to time implement incentive and/or recognition programs for individuals or groups consisting of awards, special recognition such as shirts, hats, or similar items indicating participation in a specialized group or team, and/or cash and/or refreshments (For example: coffee and donuts) in recognition of performance improvements, innovative ideas resulting in savings and/or benefits, participation in a program beneficial to JEA, or other similar improvements that are work related and can be documented and measured. The Employer agrees to furnish the Union with a written copy of the Employer's incentive plans as they are developed and/or amended from time to time. The Union may withdraw from participation in the program at any time during the life of this Agreement upon written notice to JEA.
- 12.10** During the life of this Agreement the Employer may, at its option, offer a voluntary severance plan to certain classifications of bargaining unit employees. Such plan would be on terms proposed by the Employer, and any decision to accept such a plan would be made on an individual basis by each affected employee. In the event that the execution of such a plan required a reorganization or redeployment by the Employer, the Union would have the right to request impact bargaining to the extent provided by law.

ARTICLE 13: EMPLOYEE BENEFITS

13.1 TERMINAL BENEFITS

(a) Upon the death of an employee, payment within forty-five (45) days for all accrued overtime, annual/vacation/retirement/personal leave, sick leave, and other terminal leave benefits (other than life insurance for which a beneficiary has been designated) to which such employee would have been entitled to receive shall be made as follows:

- (1) The benefits will be paid as set forth in the employee's will;
- (2) If the employee has not provided for distribution of the benefits in his will then the benefits will be paid to the employee's surviving spouse;
- (3) In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares, payable as follows:
 - A. To each of the employee's children over the age of 18 who are known to JEA.
 - B. To the legal guardian or representative of each of the employee's children under the age of 18 known to JEA.
- (4) If the employee has no children known to JEA then the benefits will be paid to the surviving parent(s) of the employee in equal shares;
- (5) If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.

(b) Upon the death of an employee on-the-job, JEA will make an immediate payment of one (1) month's salary in addition to the other terminal benefits in the sequence indicated in Section 13.1 (a) above. For purposes of this section, one (1) month's salary shall be calculated by 1/12 times 2080 times the employee's hourly rate of pay at the time of death. (1/12 x 2080 x hourly rate).

13.2 Where an employee is required by the Employer to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by City Ordinance, exclusive of mileage traveled to and from his work location.

13.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off without pay for this purpose. Accrued leave can be used to supplement this absence. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, or when early voting is available; it shall be considered sufficient time for voting.

13.4 The Employer shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times annual salary, with a double indemnity clause for accidental death and dismemberment for those employees covered by this Agreement. It shall further provide for the employee, at his option to purchase group term life, at the expense of the employee, under the same policy for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment.

13.5 The Employer agrees to provide a payroll deduction process that is available to employees in the bargaining unit for various group plans. These group plans shall be administered by an Agent of Record

so designated by the Union. The Employer may assess an administrative charge not to exceed six (6) cents per deduction, per payroll. The Union agrees to indemnify and hold the Employer harmless against any claims made and against any lawsuits brought against the Employer as a result of this payroll deduction process, and the Employer assumes no responsibility or liability to or for the Unions Agent of Record.

13.6 The Employer agrees to secure and pay for the entire cost of a comprehensive group medical care plan for all employees covered by this Agreement. In addition, the Employer agrees to pay sixty percent (60%) of the cost for dependents' coverage under the same plan covering the employees.

a) JEA shall conduct a quarterly Benefits Meeting, with the JEA Benefits Consultant, HR leadership and designated members of the Benefits Insurance Committee. LIUNA may designate up to two representatives to attend this meeting to get an update on the Plan performance and provide input regarding the Group Health Plans and other related health and welfare benefits.

13.7 The Union will establish and administer a group optional prepaid legal plan for bargaining unit employees. The Union will be responsible for obtaining the approval of The Florida Bar and the Employer. The employer shall not be responsible for funding the plan. However, the Employer will provide administrative payroll services so that the designated amount per month will be automatically deducted from the wages of each member of the bargaining unit and submitted to the plan's provider as payment for the monthly premium on the plan. The Union will notify JEA at least 30 calendar days prior to the date the new designated amount is to be deducted.

13.8 (a) JEA shall provide one (1) pair of prescription safety eyeglasses and one (1) pair of prescription safety sunglasses to employees whose job duties require their use. JEA shall pay the fees for fitting such prescription safety eyeglasses and prescription safety sunglasses. Prescription safety eyeglasses may be replaced every two (2) years or sooner if a new prescription is needed, or if the prescription eyeglasses are damaged beyond repair as determined by management.

(b) JEA shall replace or pay the cost of repairing an employee's prescription safety eyeglasses and prescription safety sunglasses to include all fitting fees, issued by JEA, broken or damaged during the performance of his assigned duties, provided that such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or his failure to use proper eye protective equipment where provided by JEA.

(c) JEA shall pay the cost of adding UV protection to JEA provided prescription safety eyeglasses and prescription safety sunglasses for employees who work outdoors.

(d) JEA shall replace dentures or contact lenses, broken or damaged during the performance of his assigned duties provided such breakage did not result from normal wear and tear, negligence, misuse, or failure to use proper protective equipment where furnished by JEA.

(e) JEA may, at its sole discretion, replace or repair personal items destroyed or damaged as a result of work related activities through no fault of the employee. In no event, will the cost of such replacement or repair exceed \$300. This provision shall not be subject to grievance or arbitration.

(f) Employees currently authorized and issued company-provided cell phones to perform JEA business may instead elect to use his/her personal cell / smart phone for such purposes. Employees who are approved for use of personal cell / smart phones will receive a \$50.00 /month stipend. As it is a personal item, the Employee will remain solely responsible for data plan, repair/replacement and all other expenses related to their personal cell/ smart phone.

13.9 The Union recognizes that the Employer has developed a Section 125 I.R.C. Cafeteria Plan for the benefit of employees.

13.10 (a) JEA will provide employees the option to use accrued Annual, Vacation, Personal, and Retirement Leave time credits to fund their Deferred Compensation Program to the extent allowed by law. Employees will not be permitted to use Sick Leave or Critical Emergency Leave Bank account time credits to exercise this option.

(1) The employee will be allowed, at his option, to sell accrued Annual, Vacation, Personal and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

(2) Upon attaining time service that is within three (3) years of normal time service retirement, the employee may be allowed, at his option, to sell an increased amount of accrued Annual, Vacation, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account. Provided, however, in the year of retirement, employees will be limited to selling, an amount as provided for in 13.10 (a) (1) above, at his option, accrued Annual, Vacation, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

(b) This provision is subject to acceptance by the Plan providers of the City/JEA.

(c) Employees who participate in this Annual, Vacation, Personal, and Retirement Leave time credit sell-back option shall not have less than eighty (80) hours in their Annual, Vacation, and Personal Leave account after the sell-back. There is no minimum limit for the Retirement Leave account after exercising this option.

13.11 Note: For purposes of aiding understanding of the bullet points that follow, pursuant to 2016-2019 contract negotiations the parties negotiated retirement benefit changes in the context of proposed reforms to the City of Jacksonville GEPP (General Employees Pension Plan). Related to that, the Employer and Union – for all unit employees, not just those in Article 20.1 - Leave Plan E – agreed as follows:

- LIUNA agrees to the proposed closure (to new employees) of the GEPP, with new hires after the effective date being enrolled in a “DC plan” (defined contribution plan). More information regarding the DC plan are provided below.
- Participants in that DC plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.
- In the event any other bargaining unit participating in the DC Plan (e.g., AFSCME Council 79, LIUNA 630 - COJ, CWA, the Jacksonville Supervisors Association, IBEW 2358, LIUNA 630, AFSCME 429) receives any greater benefits than JEA provides to LIUNA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then LIUNA shall receive the difference between its DC Plan benefit and that received by the other participating bargaining unit(s).
- No benefits under the “DC Plan” shall decrease for all active, full time, enrolled unit employees
- 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.
- No benefits under the General Employee Pension Plan (“GEPP”), the City's Defined Benefit retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not

limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of LIUNA's ratification of this CBA.

- In the event any other bargaining unit participating in the General Employee Pension Plan (e.g., AFSCME Council 79, LIUNA 630, CWA, the Jacksonville Supervisors Association, IBEW 2358, LIUNA 630, AFSCME 429) receives any greater pension benefits than JEA presently provides to LIUNA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then LIUNA shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s).

Defined Contribution Plan for permanent full-time employees hired on or after October 1, 2017 and for any permanent full-time unit employee hired before October 1, 2017 and participating in the current Defined Contribution plan:

Any employee who becomes a permanent full-time employee on or after October 1, 2017, and is not a qualified returning employee, will be enrolled in a Defined Contribution retirement plan administered by the City notwithstanding any previous employment by such employee with the consolidated government or any of its independent agencies. Additionally, permanent full-time unit employees hired before October 1, 2017 who are in the City's current Defined Contribution plan on October 1, 2017 will continue to be members of the Defined Contribution plan as described below. The terms of the Defined Contribution plan are as follows:

Contribution

Employee contribution 8%
Employer contribution 12%

Vesting

Upon leaving JEA employment, Defined Contribution plan members will be entitled to 100% percent of their own contributions and earnings and will be entitled to the following percentage of the Employer's contribution and earnings after the indicated number of years of credited service below:

Two years of service 25%
Three years of service 50%
Four years of service 75%
Five years of service 100% (fully vested)

Financial Counseling

The City will, at its own expense, arrange for all unit members of the Defined Contribution plan to meet with a financial advisor to provide financial counseling three times during each member's career. These meetings will occur (1) within 90 days of original employment; (2) at the member's 10 year anniversary; and (3) at the member's 20 year anniversary.

Disability Benefits

All active, permanent full-time unit employees who are disabled, as established by competent medical evidence, due to an accident, injury or illness that arises in the performance of service with JEA will be entitled to long-term disability benefits equal to fifty percent (50%) of the employee's earnable compensation at the time of the disability.

All active, permanent full-time unit employees who are disabled, as established by competent medical evidence, due to an accident, injury or illness that does not arise in the performance of service with JEA shall be entitled to long-term disability benefits equal to 25% (25%) of the employee's earnable compensation at the time of the disability. For each year of credited service beyond five, the non-service related disability benefit will be increased by two and one half percent (2.5%) of the employee's earnable compensation to a maximum of fifty percent (50%). There will be no non-service related disability benefits for unit employees with less than five years of credited service at the time of disability.

Long-term disability benefits will be payable until the earlier of recovery and return to work or death. Upon the death of a permanent full-time unit employee receiving a long-term disability benefit, the benefit shall be paid at seventy five percent (75%) to the eligible surviving spouse in lieu of the payment of the employee's contributions and earnings to the Defined Contribution Plan, and any employer contributions and earnings to which the employee had a vested right.

Survivor (Death) Benefits

In the event of the death of a fully vested, active, permanent full-time unit employee, (1) the surviving spouse, or (2) unmarried, orphaned children under the age of 18 years may choose to receive a benefit equal to seventy five percent (75%) of sixty percent (60%) of the employee's earnable compensation at the time of the employee's death. If there is no surviving spouse, and no qualifying surviving children, a solely dependent father/mother of the deceased employee may choose to receive the benefit equal to 75% of 60% of the employee's earnable compensation at the time of the employee's death.

If there is a surviving spouse who chooses to receive the spousal benefit described above, each child of the deceased permanent full-time unit employee will receive \$300 per month until the child reaches age 18 or until the child is married. Benefits paid to unmarried, unit employee children under the age of 18 years shall continue until the earlier of the child's marriage or reaching the age of 18 years, unless the child is disabled, in which case the benefits will continue for the life of that child or during the presence of the disabling condition.

An annual cost-of-living adjustment of three percent (3%) will apply beginning five years after the survival benefit begins.

The total survival benefit (spouse plus children) will not exceed eighty percent (80%) of the deceased employee's earnable compensation at the time of the permanent full-time unit employee's death, and will result in the survivor's benefits being prorated.

If death benefits are paid to any survivor, such benefits will be in lieu of the payment of the employee's contributions and earnings to the Defined Contribution Plan, and any employer contributions and earnings to which the employee had a vested right.

In the event of the death of a non-fully vested, active, permanent full-time unit employee or in the event that a fully vested employee's qualified survivors decline the benefits described above, the deceased employee's designated beneficiaries will receive the employee's contributions and earnings to the Defined Contribution Plan, and any employer contributions and earnings to which the employee had a vested right.

In the event of the death of an active, permanent full-time unit employee with no survivor entitled to a death benefit described above, the City will reimburse the employee's estate or the person paying for the employee's funeral expenses in an amount not to exceed \$2,500 or one-half of the employee's contributions and earnings to the Defined Contribution Plan, and any employer contributions and

earnings to which the employee had a vested right, whichever is less. The remaining such contributions and earnings will be paid to the estate of the employee.

Disability and survivor benefits will be administered consistent with current restrictions.

With the expressed exceptions stated herein (i.e., wages and employee contributions), no other changes shall affect current unit employees of JEA hired before October 1, 2017.

13.12 Parental Leave

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

ARTICLE 14: SUPPLEMENTAL PAY

14.1

All full- time employees of JEA, now or hereafter employed in the classifications listed in Exhibit “A” attached hereto, shall receive for each five (5) years of continuous service with JEA, computed from their respective dates of initial employment, an increase in salary of \$325 per year for every five (5) year period of continuous service through year fifteen (15). Thereafter an increase in salary of \$500 per year for every five (5) year period of continual service. This increase shall be in addition to any general or special raises which may be granted from time to time.

14.2 STANDBY PAY

- (a) Any employee who is required by the Employer 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 to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees, who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.
- (c) The formula for the standard rate of Standby Compensation shall be the equivalent of one and one-half (1.5) times the employee’s current base hourly rate of pay for each day the employee is on standby. 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.
- (d) Any employee who fails to comply with the provisions of Section 14.2 of this Agreement shall not be entitled to standby compensation for that day, and shall be subject to discipline.
- (e) Employees may arrange substitution of standby duty among themselves, provided the substitution is approved by Management.

14.3 SCHEDULE PREMIUM

- (a) A two dollar and fifty cents (\$2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 18:00 and prior 06:00 for work days other than Saturday or Sunday (not including overtime or schedule premium of any type).
- (b) A two dollar and fifty cents (\$2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on Saturday and/or after 00:00 on Sunday and prior 24:00 on Sunday (not including overtime or schedule premium of any type).
- (c) Any employee that worked fifty percent or more of their shift on scheduled premium shall be paid 100% for their premium for their entire shift.

14.4 UPGRADE PAY

When an employee is qualified for and temporarily required by the Employer to serve and accept the full duties and responsibility of a higher class of position for at least one (1) hour of continuous duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for advancement purposes, the employee shall receive the starting rate of the higher classification or a five percent (5%) salary increase, whichever is greater, for the time spent working in the higher classification. In no case, however, can the adjusted salary level exceed the maximum of the salary range for the higher position. An employee may be temporarily assigned to the work of any position of the same or lower classification. No on-the-job training without out-of-class pay shall exceed twenty (20) work days. Apprentice classifications shall not be eligible for upgrade pay.

14.5 EDUCATIONAL INCENTIVES

The employer would like to encourage all employees to continue to improve their knowledge base and work skills. To that end, employees will be reimbursed for courses taken that are pre-approved by the employer and directly related to their area of responsibility. In order to be reimbursed by the employer the employee must provide proof of a passing grade. JEA will reimburse employees for the cost of materials, testing renewing their license and certifications which are a requirement of their classification or position.

14.6 JEA will reimburse the initial cost of the Florida Commercial Driver's License to any employee who is required to possess the license in order to fulfill his job duties with JEA. In addition, JEA will reimburse renewals as required by law. JEA agrees to reimburse employee for the cost of obtaining and maintaining a Hazmat-endorsed commercial driver license which employees are required to possess, pursuant to the Transportation Safety Administration (TSA) and the Federal Motor Carrier Safety Administration (FMCSA) published standards, procedures and schedules that Hazmat-endorsed CDL holders must follow. Upon presentation of the receipt, reimbursement shall be processed and paid to the employee promptly.

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

ARTICLE 15: SAFETY AND HEALTH

- 15.1** The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.
- 15.2** Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer upon recommendations from the SHAPE Committee. Protective devices, apparel, and equipment must be used when provided. The Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action. Hard hats may be required to be worn.
- 15.3** The Employer will replace safety shoes for each employee whose job duties require their use and who returns the pair needing replacement as determined by management. The Manager of Safety and Health Services will resolve any disagreement concerning the requirements for safety shoes or the replacement of safety shoes.
- 15.4** The Employer agrees to provide first-aid kits to be accessible to employees. The Employer agrees to provide transportation for employees to medical facilities if an injury on the job requires such transportation. Transportation shall be immediate, if required.
- 15.5** The Employer will continue its Safety programs by the development and initiation of a broad range of communication and motivation programs and methods. The list below shall be used at Management's discretion.
- (a) Work-site posters and bulletins
 - (b) Individual employee communications
 - (c) Employee group meetings during working hours
 - (d) Incentive programs for individuals or groups consisting of awards or cash in recognition of documented improvement in safety records
 - (e) Special employee or group recognition
- 15.6** The Employer has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. This examination will be conducted on the Employer's time and at the Employer's expense. On the date of the examination, the employee will not be required to report to his regular duty assignment. If the examination takes longer than a normal duty day, the employee will be paid one and one-half (1-1/2) times his straight time rate of pay for all hours in excess of the normal duty day.

ARTICLE 16: INJURY IN LINE DUTY

- 16.1** (a) Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury arising out of the course and scope of employment with the Employer shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to a supplemental benefit under the conditions set out in Section 16.2.
- (b) The amount of the supplemental benefit payable under this article shall be calculated as follows: the Employer will calculate one-hundred percent of the difference between the employee's regular straight-time wages. This amount shall be reduced by the amount of the Workers' Compensation indemnity payable to the employee. The remainder is the amount of the supplemental benefit payable to the employee.
- 16.2** The supplemental benefit provided for in Section 16.1 (b) is payable under the following circumstances:
- (a) During the first twenty (20) working days of such disability, the employee shall receive the supplemental benefit after the employee begins receiving Worker's Compensation indemnity payments.
- (b) Thereafter, the Employer may at its sole discretion, (which discretion shall not be subject to arbitration), grant additional supplemental benefit but shall not exceed one (1) year.
- (c) If the employee brings litigation or administrative action under the Workers' Compensation Law while receiving Workers' Compensation supplemented by the benefits herein provided, entitlement to the supplemental benefits shall immediately terminate.
- 16.3** If an employee, due to an on-the-job-injury, is temporarily partially disabled from performing the duties of his classification, he may be temporarily reassigned without reduction in pay for a period not to exceed 90 days, in accordance with the Civil Service and Personnel Rules and Regulations, to other duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. Request for extension beyond 90 calendar days will be directed by the employee's manager to the Director with Labor Relations responsibility, but shall not exceed one hundred and eighty (180) calendar days total. The Employer will make a reasonable effort to temporarily reassign the employee, in accordance with the provisions of this section, provided that failure to do so shall not be a basis for grievance or arbitration.
- 16.4** (a) When an employee who has been on leave of absence or light duty due to a disabling on-the-job injury is released by the employee's treating physician(s) to return to work, the employee shall be returned to the same job if:
- 1) The employee is capable of doing the job satisfactorily;
 - 2) The employee would have retained the job had the employee not been injured; and
 - 3) Such work still exists.
- (b) When an employee who has been on a leave of absence or light duty due to a disabling on-the-

job injury is released by the employee's treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his former job, the Employer shall place the employee in a comparable job for which the employee is qualified provided there is an opening. If there is no opening, the employee shall be offered the best available job for which he is qualified, if necessary, appointing the employee to a lower classification. Refusal on the part of the employee to accept a job for which he is qualified and able to perform may be considered a resignation.

- 16.5** An employee, due to an on the job injury as a result of an assault, robbery or other criminal activity, is temporarily, totally disabled, will, upon recommendation by the employee's Manager and approval by the employee's Director be placed on paid administrative leave for up to forty (40) hours during the first seven (7) calendar days the employee is unable to return to duty as a result of a qualified physician's determination. A worker's compensation offset will be taken as a result of any paid administrative leave so as to prevent any overpayment of wages for which the employee would have normally received. Exercise of this Section (16.5) is at management's sole discretion.

ARTICLE 17: APPRENTICESHIP PROGRAM/JOURNEYMAN TRAINING

17.1 Apprenticeship Program/Journeyman Training

- (a) The Union shall from time to time provide recommendations to JEA on matters pertaining to the Apprentice Program/Journeyman training, including how the program should be structured. JEA shall receive and consider such recommendations.
- (b) Copies of any major curriculum changes to the Apprentice Program/ Journeyman training shall be forwarded to the Union prior to adoption. The Union and the Employer will meet upon the request of either party to discuss the changes. Request to meet must be made within ten (10) calendar days of receipt of the changes.

17.2 Apprenticeship Program

- (a) The JEA Apprenticeship Program may include any classifications in the Bargaining unit, as determined by Management.
- (b) JEA will comply with the requirements of Title 38 United States Code Section 2021, effective December 3, 1974, as it may be amended from time to time, regarding the placement of apprentices who return to the Program after a break in services as a result of being inducted into the Armed Forces.
- (c) The Employer agrees no preference will be given to employees in the same classification who received a state certification for completing JEA apprenticeship programs over other employees who completed JEA journeyman training.

ARTICLE 18: HOLIDAYS

18.1 (a) Each employee covered by this Agreement shall be entitled to thirteen (13) holidays with pay each year as follows:

<u>Date</u>	<u>Event</u>
January 1st	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	Presidents' Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veterans' Day
4th Thursday in November	Thanksgiving
Friday after Thanksgiving	Friday after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day Personal Holiday

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

18.2 For non-shift workers, when a holiday falls on Saturday, the Friday prior thereto shall be considered the holiday, and when a holiday falls on Sunday, the Monday following shall be considered a holiday. If either Christmas Eve or Christmas Day falls on a Saturday or Sunday, the provisions in the City of Jacksonville Ordinance Code shall apply. For those workers on a four (4), ten (10) hour day work week, when a holiday falls on a normal day off, the work day closest to the holiday but within the same calendar week as the holiday shall be considered the holiday. When the holiday falls on a normal day off that is midway between work days, the next scheduled work day will be the holiday.

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

18.4 Employees shall be compensated for holidays at their respective rates of pay for the number of hours they would have ordinarily worked on the holiday.

18.5 When an employee is required to work on a day observed as his holiday, he 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 ½) times his straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours and two and one-half (2 ½) times his straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours.

18.6 An employee shall receive payment for any paid holiday unless:

- (a) He has an un-excused absence (excluding tardiness) on the last regular work day preceding such holiday, or on the next regular work day following such holiday.
- (b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.
- (c) He is on leave of absence without pay.
- (d) He is receiving a wage benefit from Workers' Compensation.

ARTICLE 19: LEAVE USAGE

19.1. Leave Usage (Generic)

- (a) Employees, when eligible and authorized, may use their annual or personal leave upon written application to their immediate manager or designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted at the option of the manager or designee.
- (b) Annual, vacation, or personal leave will be charged against an employee's regular work hour, and shall not be charged for emergency, scheduled, or policy overtime.
- (c) **Unscheduled leave**

- (1) Annual, vacation or personal leave may be taken for emergency, illness, or injury of the employee or next of kin.
- (2) Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury in the following manner:

Non-shift employees must provide notification to the appropriate designated individual as early as possible as and no later than the start of the employee's normal workday. An employee who has a starting time earlier than the designated individual he/she is to notify, shall notify that individual as soon as possible after the normal starting time for that designated individual.

- i. 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.
 - ii. Shift employees shall notify the appropriate manager at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.
- (3) Employees who fail to notify the appropriate designated individual as required by Section 19.1 (c) (1) A, may not be allowed to charge their absence to annual or personal leave unless waived by the manager or designee.
 - (4) Absences for illness under annual or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence.

It is intended to correct suspected abuse of annual or personal leaves for illness.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave.

- (5) Employees failing to comply with the provisions of Section 19.1 will be subject to disciplinary action.
- (6) Written requests shall be submitted as soon as practical for unscheduled leave.

(d) Scheduled leave

- (1) In order to ensure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) days leave per contract year. Employees are encouraged to retain eighty (80) hours in their leave account in case of serious personal illness.
- (2) Accrued annual or personal leave may be taken at any time when authorized. In any given calendar year, scheduling will be accomplished on a first come, first served basis in classification for the first request of three (3) days or more. In scheduling annual, vacation or personal leave, employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system.
- (3) JEA employees may split their annual or personal leave in any manner desired and approved by their manager or his/her designee. The splitting of scheduled leave must be consistent with the operational requirements of the system.
- (4) Requests for leave which is not for illness or emergency, and is less than five (5) consecutive days must be submitted:
 - i. At least forty-eight (48) hours in advance for shift employees.
 - ii. At least forty-eight (48) hours in advance for non-shift employees, whose job(s) must be filled in their absence. Other non-shift employees must submit their request at least twenty-four (24) hours in advance.

(e) 1) The minimum amount of annual or personal leave to be taken and charged shall be in one-tenth (1/10) hour increments.

- 2) Employees on eight (8) hour day, ten (10) hour day and twelve (12) hour day schedules shall be charged eight (8), ten (10) and twelve (12) hours respectively for a day off.

(f) If a legal holiday falls within a scheduled annual or personal, leave period, annual or personal leave shall not be charged for that day. When a scheduled overtime day, for rotating shift workers falls within a scheduled annual or personal leave period, annual or personal leave shall not be charged nor overtime paid for that day.

(g) Notwithstanding any other provision of this Agreement, JEA shall have the unilateral right to alter annual or personal leave schedules for proper cause or emergencies that might occur. In such cases, the employee will be reimbursed for any costs forfeited due to cancellation of reservations, excess travel, etc., provided action is taken by the employee to minimize the forfeited cost, and provided further that satisfactory documentation of the employee's payment of forfeited costs is furnished to JEA.

(h) Upon written request, and with at least thirty (30) calendar days advance notice, an employee taking at least two (2) weeks or more of authorized paid annual personal leave may have the amount of compensation due for the requested annual leave period advanced to him/her on the last regular payday prior to the beginning of the paid annual leave.

- (1) An eligible employee who is out of work because of an on-the-job injury may use annual leave or personal leave or compensatory time to remain on the payroll, under the conditions established in this section.
- (2) In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:
 - A. The employee is away from work due to an on-the-job injury;
 - B. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;
 - C. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.
- (3) When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave or compensatory time so charged shall be the minimum amount in one-half of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.
- (4) If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.
- (5)

19.2 Annual and Retirement Leave Usage

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

19.3 Deferred Compensation

- (a) JEA will provide employees the option to use accrued Annual, Personal, and Retirement Leave time credits to fund their Deferred Compensation Program. Employees will not be permitted to use Critical Emergency Leave Bank account time credits to exercise this option.

The employee will be allowed, at his/her option, to sell accrued Annual, Personal and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

Upon attaining time service that is within three (3) years of normal time service retirement, the employee will be allowed, at his/her option, to sell accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting

the funds to the employee's Deferred Compensation account provided, however, in the year of retirement, the employee will be limited to selling, at his/her option, accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

- (b) This provision is subject to acceptance by the Plan providers of the City/JEA.
- (c) Employees who participate in this Annual, Personal, and Retirement Leave time credit sellback option shall not have less than eighty (80) hours in their Annual, and Personal Leave account after sellback. There is no minimum limit for the Retirement Leave account after exercising this option.

ARTICLE 20: ANNUAL LEAVE (PLAN E)

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

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

20.2 Employees shall accrue annual leave with pay according to the following schedule on a biweekly 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. In order to receive full credit, the employee must work a full schedule or be on approved leave with pay. The accrual will be reduced pro rata for hours on leave without pay.
- (c) The rate of accrual shall change to the higher rate at the start of the pay period in which the employee's adjusted service date falls.
- (d) Annual leave shall be earned during the first year of employment.

20.3 Annual leave shall accrue to a maximum of 960 hours. The employer will compensate on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30th each year. These payments will be made first pay period in November, at the September 30th rate of pay.

- (a) Beginning with leave earned during the fiscal year, an employee who does not use all of their Annual leave accrued in a fiscal year, may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis.
- (b) To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued.
- (c) This payment is not available to an employee who would have less than eighty (80) hours of

annual leave remaining after such payment. Such payments will be made no later than the first payday in December at the September 30th rate of pay.

20.4 [OPEN]

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

- (a) Retirement leave may be taken either immediately prior to desired eligible retirement date, which leave may be used for the fulfillment of time service requirements; or retirement leave may be taken following fulfillment of time service requirements.
- (b) Employee on retirement leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.
- (c) Upon placement on retirement leave, such status shall be considered irrevocable.
- (d) While on retirement leave, an employee shall not accrue annual leave, but shall be eligible for legal holidays; and any general salary increases, but not performance/step increases.
- (e) At the employee's option, retirement leave may either be taken, or paid for in one lump sum on an hour-for-hour basis.
- (f) If an employee terminates prior to retirement as defined in the Annual Leave Ordinance, said employee shall be paid for any retirement leave credited, on the basis of one (1) hour's pay for every two (2) hours of said retirement leave credited.

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

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

ARTICLE 21: ANNUAL LEAVE (PLAN H)

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

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

(a) **YEARS OF SERVICE HOURS PER YEAR**

Upon completion of 0 months thru 4 years	160
Upon completion of 4 years thru 9 years	184
Upon completion of 9 years thru 14 years	208
Upon completion of 14 years thru 19 years	232
Upon completion of 19 years thru 24 years	256
Upon completion of 24 years or more	280

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

(c) The rate of accrual shall change to the higher rate at the start of the pay period in which the employee's adjusted service date falls.

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

21.3 (a) Annual leave shall accrue to a maximum of six hundred (600) hours. Personal leave over that amount as of September 30th of each year shall be forfeited unless applied in accordance with the provisions of 21.4 or sold back to the JEA in accordance with the provisions of 21.3 (b).

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

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

(d) To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the leave is accrued.

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

21.4 [OPEN]

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

21.6 (a) Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause, an employee shall be paid 100% of their unused personal leave accrued on an hour for hour basis.

(b) Employees who are discharged for stealing or sabotage may forfeit pay for unused accrued personal leave accrued during the contract year.

ARTICLE 22: OTHER LEAVES

22.1 MILITARY LEAVE

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

22.2 [OPEN]

22.3 BEREAVEMENT/FUNERAL LEAVE

- (a) Upon the death of a member of the employee's immediate family, an employee may be granted five (5) workdays (including the day of notification) off without loss of pay, within the next fifteen (15) days, as bereavement leave. The Employer will not unreasonably deny a request for bereavement leave.
- (b) Immediate family, for the purposes of Article 22, is defined as the employee's spouse, children, mother, father, mother-in-law, father-in-law, stepparents and stepchildren, of the employee, brothers, sisters, half-brothers and stepbrothers, half-sisters and stepsisters, and legally appointed guardian.
- (c) Upon the death of a member of the employee's family, an employee may be granted three (3) work days (including the day of notification) off without loss of pay, within the next fifteen (15) days, as bereavement leave, for the family members specified as brothers-in law, sisters-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.
- (d) Upon the death of a member of the employee's family, listed as follows, an employee may be granted one (1) workday, within the next fifteen (15) days, off without loss of pay, as bereavement leave, but will be required to attend the funeral and if requested, provide documentation that they attended. Family members included are aunts, uncles, nieces, nephews, of the employee; spouse's grandparents and other relatives who permanently reside with the employee
- (e) The Employer may require the employee to supply proof of the death and proof of the employee's relationship to the deceased before payment for bereavement leave is made.
- (f) If the employee requires additional time to attend to matters related to the death of a member of the employee's immediate family, the Employer may permit the employee to use a reasonable period of vacation/annual/personal leave time.
- (g) Employees may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker, active or retired, from the same activity, unless the employee is required to maintain system integrity.

22.4 JURY AND WITNESS DUTY

- (a) Any employee who is required to perform jury service during his normal working hours shall be paid his regular salary. The employee summoned as a juror shall immediately notify his manager by furnishing a copy of his summons. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day. If an employee is released from jury duty prior to four (4) hours from his normal end of work day, he shall be required to

report to his work site within one and one-half (1-1/2) hours after his release.

- (b) If an employee is absent from work, in order to serve as a witness in a case in a court of law to which he is not a party (either directly or as a member of a class), 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 he is absent from work during his regularly scheduled working hours, provided he submits evidence of such service as a witness.

ARTICLE 23: COMPREHENSIVE DRUG/ALCOHOL ABUSE POLICY AND PROCEDURES

Prelude

JEA and the Union 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.

23.1 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.

23.2 Circumstances When Testing May Be Required

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

- a. Whenever two appointed managers concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public and the reasons for such concurrence have been stated to an Union Representative.
- b. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. Employees will also be subject to a breathalyzer test for alcohol. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after, or have an impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee’s (s’) specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include an Union 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 C, 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 C.
- h. JEA will provide the Union President with a listing of Union members designated as safety sensitive on an annual basis, and as the listing is updated.

23.3 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.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

¹ For grouped analytes (*i.e.*, two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte with the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (*i.e.* equal to or greater than the laboratory's validate limit of quantification) must be equal to or greater than the initial test cutoff.
² An immunoassay must be calibrated with the target analyte Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
³ *Alternate technology* (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analytes (*i.e.*, 15ng/mL for THCA, 100 ng/mL for benzoylecgonine).
⁴ Methylenedioxymethamphetamine (MDMA).
⁵ Methylenedioxyamphetamine (MA).

3. The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 - i. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
 - ii. If the results of the initial test provided for in Section 25.3 (a)(3)i are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result, until it has been confirmed as provided for in this section.
 - iii. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be required to provide another specimen for testing. Except for low creatinine test results, and provided the employee was not at fault, an additional specimen will be required not more than one (1) additional time. Should the employee provide specimens which are neither adulterated nor substituted, but unsuitable for testing due to low creatinine levels three (3) consecutive times, the employee will be subject to a blood sample. Should an employee have legitimate, verifiable religious objection or medical reason that would prohibit a blood sample, then the Medical Review Officer (MRO) will determine the alternate testing method that will be used.
 - iv. Specimens that are adulterated or substituted will be reported as a “refusal to test,” and the employee will not be offered the opportunity for a test of the second sample as provided for in 4 below.
4. If the results of the confirmation test provided for in Section 25.3.c.2 are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee’s expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If

the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

5. a. Random Testing Protocol.

- i. Management will administer random drug tests to 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest “whole” person.
- ii. Management will administer random alcohol tests to 10% of all employees who are designated as safety sensitive each year. (The 10% can be rounded up to include the nearest “whole” person.)
- iii. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.
- iv. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

b. Alcohol

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

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

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

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

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

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

0.08 and above – Presumed to be impaired.

23.4 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.

23.5 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.

23.6 Examination and Test

- a. Except as provided in paragraph 25.3(a) 4, JEA will pay the cost of any test required by Section 25.2. Provided, however, that in the case of alcohol testing, an employee at his/her request, will be given the opportunity for a blood alcohol test conducted at the same time at his/her own expense.
- b. Urine specimens or alcohol tests required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug or alcohol testing.
- c. Tests will be performed by a SAMHSA certified facility selected by JEA.
- d. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the JEA Director of Labor Relations or his/her designee. Refusal to sign an authorization for releasing the records of such test to JEA shall be considered as refusing to submit to a drug or alcohol test. The JEA Director of Labor Relations or his/her designee shall release relevant information contained in those records only to the employee's Vice President, Director and Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- e. JEA will, unless prohibited by law, and as otherwise provided in this agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

23.7 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.

23.8 Employer Initiation

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

ARTICLE 24: DISCIPLINE AND DISCHARGE

- 24.1** No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause. The appointed manager will give a written “Notice of Fact Finding” form to the employee within the next twenty-one (21) calendar days worked by the employee after JEA became aware of the occurrence.

Delivery of the form may be accomplished by either: a) handing a completed form to the employee during the twenty-one day period, or b) emailing the employee and the Chief Steward at their JEA email addresses within the twenty-one day period, with “Notice of Fact-Finding” in the subject line, and either the remainder of the form’s required information within the text of email, or an attached PDF of a completed “Notice of Fact-Finding” form.

This twenty-one (21) days worked period may be extended by mutual agreement.

However, no “Notice of Fact Finding” will be required if discipline is given within the prescribed twenty-one (21) days worked by the employee, or the extended time period as mutually agreed. This Notice shall be followed by a written statement of the charges within forty-five (45) calendar days from the date of the notice. The employee will be notified of the findings if there are no charges. This provision cannot be exercised after 180 calendar days from the date of occurrence. Provided, however, that all time limits established in this section may at management’s discretion, be extended during the pendency of a potential felony criminal investigation into an employee’s conduct. In such cases, the time limits established by this section will not begin to run until all criminal investigations and/or prosecutions involving the employee are concluded.

- 24.2** JEA will follow the principles of progressive discipline in that discipline normally proceeds from a reprimand, to a suspension or reduction in pay, to demotion and/or discharge. However, the parties recognize that the seriousness and circumstances surrounding an offense may warrant more or less severe discipline than that which is provided within the Progressive Disciplinary Guidelines, depending upon the facts.
- 24.3** An employee will be allowed to review his master personnel file, within a reasonable length of time upon request to his Vice President, Director, or Manager. During the term of this Agreement, if any information, which is considered unfavorable and, derogatory to an employee, is entered in his personnel file which deals with conditions originating after employment with JEA, the employee will be required to acknowledge receipt in writing of such information, and will be furnished a copy in order that he may have the opportunity to submit a written statement responding to the information (excluding copies of personnel action forms, time reports, and employee evaluation reports). The employee’s acknowledgment of receipt in writing merely indicates that the employee has seen and received a copy of such derogatory or unfavorable information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions stipulated. The employee’s responding statement will also be entered in his personnel file. If an employee feels that any correspondence written about him was unjustified, he has the right to resort to the Grievance Procedure.
- 24.4** When the situation warrants, JEA will provide oral or written counseling before implementing progressive discipline. The issuance of oral or written counseling shall be for the purpose of counseling the employee. The supervisor who provides oral counseling shall discuss the problem directly with the

employee.

- 24.5** Except as provided in this section, disciplinary entries in an employee's personnel file shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of the entry. The union recognizes that the Employer is required to retain copies of all disciplinary entries in order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.
- 24.6** All breaches of discipline shall be fully investigated by the Employer in a thoroughly impartial manner before punishment is administered or recommended to the appointing authority. Disciplinary matters shall be handled as expeditiously as possible.
- 24.7** The Employer agrees to notify the Union of proposed disciplinary actions other than reprimands against any employee within the bargaining unit, by mailing a copy of the notice of proposed disciplinary action to the Union at or about the same time said notice is transmitted to the affected employee.
- 24.8** Any employee shall have the right to either grieve a disciplinary action pursuant to the grievance procedure of this Agreement, or to appeal the decision to the Civil Service Board.

ARTICLE 25: GRIEVANCE PROCEDURE

- 25.1** It is intended this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible and the Employer and Union agrees to work toward this end. The grievance will systematically follow the steps of the grievance procedure contained in this article, except as otherwise provided for in Section 447.401, Florida Statutes.
- 25.2** The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties who file a grievance pursuant to this Agreement for such matters.
- 25.3** Any employee or groups of employees may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:
- (a) A signed statement, refusing Union representation, is executed by the employee;
 - (b) The employee may represent himself or may be represented by legal counsel at his own expense;
 - (c) Any adjustment must not be inconsistent with the terms of the Agreement, and the Union must be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 25.4** During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the proper authority.
- 25.5** A grievance must be taken up with the Employer within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose. In the event the Employer fails to observe the time limits prescribed in each step the employee or the Union may advance the grievance to the next step of the procedure. In the event the employee or the Union fails to meet the time limits prescribed at any step of the grievance procedure, the grievance shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Time limits at any level may be extended by mutual agreement between the Employer and the Union or employee.

25.6 PROCEDURE

INFORMAL COMPLAINT RESOLUTION

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

STEP 1 - FORMAL

The grievance procedure is initiated by the Union, the employee, or the employee and the Union representative submitting the grievance in writing (on a mutually agreed upon form) along with any supporting documentation to the employee's manager. The manager shall acknowledge receipt of it and

the date thereof in writing. The written grievance shall identify the article(s) and section(s) of the Agreement that are at issue, shall specify the corrective action requested by the grievant, and shall include a brief summary of the factual basis for the grievance including the date that the alleged grievance occurred. Labor Relations or designee with the employee's manager and director shall, within fifteen (15) calendar days of receipt of the grievance, meet, with the employee and/or Union representative to discuss the grievance. The manager shall provide his written decision and the reason(s) for the decision within fifteen (15) calendar days after the meeting. The written decision shall be provided to the aggrieved employee. If the Step 1 decision does not resolve the grievance, the grievance may be forwarded to the next step.

STEP 2 - FORMAL

- (a) If a satisfactory settlement is not reached at Step 1, the party filing the grievance (the Union, an employee, or an employee and the Union representative) will forward the grievance, in writing within fifteen (15) calendar days after receipt of the Step 1 decision, stating any objection to the Step 1 decision, to Labor Relations who shall receive the grievance on behalf of the Managing Director. The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the employee or the employee and the Union representative. The Managing Director's representative shall provide a written decision to the aggrieved employee with a copy to the Union within fifteen (15) calendar days after the meeting.

Note: The Managing Director's representative shall be a Vice President. A Vice President will not be designated as a representative to hear a grievance in their own Group. Said representative shall have full authority to render a decision.

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

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

25.8 POLICY GRIEVANCES

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

ARTICLE 26: ARBITRATION

- 26.1** The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by the Employer or the Union Business Manager or official spokesperson as defined in Article 1.3 of this Agreement.
- 26.2** In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within fifteen (15) calendar days after receipt of the written Step 2 decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2 decision will be final and binding.
- 26.3** Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the Employer to provide a panel of seven (7) arbitrators. Such a request for a panel must be made within nine months of the intent of arbitration notice. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be acted upon. Within five (5) days after the panel has been received from FMCS, no more than two (2) persons from each party shall meet for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party having the first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure will be followed. Either party may request a second panel be provided by FMCS, as long as such request is made before the parties' striking of names, but each party may only do so once. The arbitration hearing must be scheduled within nine months of selection of an arbitrator, unless both parties agree to additional time due to any reasonable scheduling difficulties. After selection of the arbitrator, the Employer or the Union will notify FMCS and contact the arbitrator. A letter shall be sent immediately to the arbitrator setting forth the issue, and any other pertinent information as agreed to by both parties. The Employer or Union shall be furnished a copy of this correspondence.
- 26.4** The Employer and the Union, or the Employer and the employee(s) (if the employee processed without Union representation) shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator. If either party desires to have a transcript made of the hearing, such party shall be responsible for the full cost of such transcript.
- 26.5** Employees who may be excused from duty to participate in the arbitration proceedings without charge to leave will be the aggrieved employee, if an employee initiated grievance; or aggrieved employee and steward if a Union initiated grievance, and employee witnesses who have direct knowledge of the circumstance and factors bearing on the case.
- 26.6** [Open]
- 26.7** The decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement, or application of the provisions of the Agreement. The arbitrator shall have no power to add to, or subtract from, modify, or ignore any of the terms of the Agreement.

ARTICLE 27: SEVERABILITY

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

Article 28: [Open]

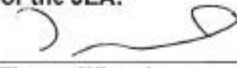
ARTICLE 29: ENTIRE AGREEMENT

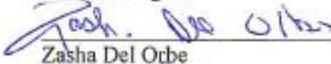
- 28.1** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 28.2** Except as provided elsewhere, this Agreement shall be effective from October 1, 2022, until September 30, 2025.

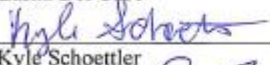
Signature Page(s)

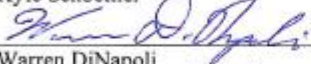
IN WITNESS WHEREOF, WE, the Negotiating Teams for the parties hereto have set our hand this September 8, 2022

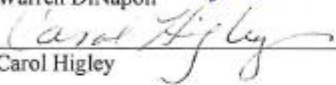
For the JEA:



Thomas Wigand



Zasha Del Orbe



Kyle Schoettler


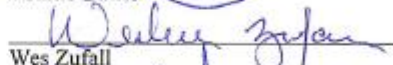
Warren DiNapoli


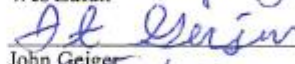
Carol Higley

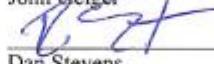
For the LIUNA (Local #630):




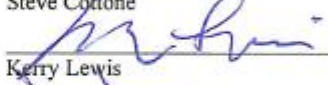
Jeremy Pappy



Ronnie Burris


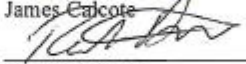
Wes Zufall


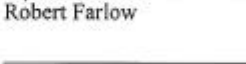
John Geiger


Dan Stevens


Steve Cottone


Kerry Lewis


Jason Jolly


James Calcote


Robert Farlow

Approved by the LIUNA Local 630 on this 8th day of September, 2022



President

Approved by the Jacksonville City Council on this 25th day of October, 2022..

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

4 **ORDINANCE 2022-732-E**

5 AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING
6 AGREEMENT BETWEEN JEA AND NORTHEAST FLORIDA
7 PUBLIC EMPLOYEES' LOCAL 630, LABORERS'
8 INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-
9 CLC (LIUNA), SUCH AGREEMENT COMMENCING OCTOBER
10 1, 2022 AND ENDING SEPTEMBER 30, 2025; PROVIDING
11 AN EFFECTIVE DATE.
12

13 **WHEREAS**, on September 20, 2022, the JEA Board met and reviewed
14 the agenda item regarding the 2022-2025 Collective Bargaining
15 Agreement between JEA and LIUNA ("the Agreement"), and a copy of the
16 JEA Resolution 2022-33 approving the agenda item is attached hereto
17 as Exhibit 1; and

18 **WHEREAS**, the JEA Board has authorized the JEA Chief Executive
19 Officer to execute the Agreement, in substantially the same form and
20 format as provided in the agenda packet, on behalf of JEA, and to
21 take all steps necessary to obtain approval of the Agreement by City
22 Council; and

23 **WHEREAS**, LIUNA has represented that its members ratified the
24 Agreement on September 8, 2022; and

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

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

28 **Section 1. Proposed Agreement between JEA and LIUNA**
29 **Approved.** That certain proposed Collective Bargaining Agreement
30 between JEA and LIUNA, 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 Agreement is for a term commencing October 1,
2 2022 and ending September 30, 2025.

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 Form Approved:

8 
9 _____

10 Office of General Counsel

11 Legislation Prepared By: Adina Teodorescu

12 GC-#1527578-v1-JEA_-_LIUNA_CBA_22-25.docx

ORDINANCE 2022-732-E
CERTIFICATE OF AUTHENTICATION
ENACTED BY THE COUNCIL
October 25, 2022

Ronald B. Salem

RONALD B. SALEM
COUNCIL VICE PRESIDENT

OCT 26 2022

ATTEST:

APPROVED: _____

Margaret M. Sidman

MARGARET M. SIDMAN
COUNCIL DIRECTOR/SECRETARY

Lenny Curry

LENNY CURRY, MAYOR



APPENDIX A: PAY TABLES AND OCC CODES

LIUNA Job Classification Index		
Job Code	Job Title	Pay Grade
3301	Apprentice Maintenance Mechanic - Utility Installer Servicer	403
1076	Operator Maintainer Trainee	408
Z661	Water Wastewater Reuse Utility Assistant	411
U222	Utilities Pipefitter Assistant (RL)	411
2603	Utility Locator Trainee	411
1091	Apprentice Electrical & Instrument (E & I) Technician	413
Z663	Fuel Truck Driver	414
2601	Utility Locator	415
1093	Water/Wastewater Reuse Treatment Utility	419
2332	Utility Field Technician	422
3303	Maintenance Mechanic - Utility Installer Servicer (MMUIS)	423
1075	W/WW Treatment Mechanic I	423
2602	Sr. Utility Locator	423
1088	W/WW Treatment Mechanic II	428
1086	Wastewater Operator Maintainer	428
1084	Water Operator Maintainer	428
6745	Chilled Water Technician I	429
1052	Security and Fire Systems Technician	430
1092	Water/Wastewater/Reuse Treatment Electrical and Instrument (E&I) Technician	430
6746	Chilled Water Technician II	432
1061	Control Systems Technician	433
2425	Water/Wastewater/Reuse Treatment System Coordinator	436

Job Code	Classification Title	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
3301	Apprentice Maintenance Mechanic - Utility Installer Servicer	403	22/23	\$21.07	\$22.13	\$23.24	\$24.40	\$25.62	\$26.90	\$28.25	\$29.66
			23/24	\$22.02	\$23.13	\$24.28	\$25.50	\$26.78	\$28.11	\$29.52	\$30.99
			24/25	\$22.79	\$23.93	\$25.13	\$26.39	\$27.71	\$29.10	\$30.55	\$32.08
1076	Operator Maintainer Trainee	408	22/23	\$22.78	\$23.98	\$25.24	\$26.57				
			23/24	\$23.80	\$25.05	\$26.38	\$27.76				
			24/25	\$24.64	\$25.93	\$27.30	\$28.74				
2661	Water Wastewater Reuse Utility	411	22/23	\$23.37	\$23.95	\$24.56	\$25.17				
U222	Utilities Pipefitter Assistant (RL)		23/24	\$24.42	\$25.03	\$25.66	\$26.30				
2603	Utility Locator Trainee		24/25	\$25.28	\$25.91	\$26.56	\$27.22				
1091	Apprentice Electrical & Instrument (E & I) Technician	413	22/23	\$24.11	\$25.33	\$26.59	\$27.92	\$29.32	\$30.79	\$32.33	\$33.95
			23/24	\$25.19	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47
			24/25	\$26.07	\$27.39	\$28.76	\$30.20	\$31.71	\$33.30	\$34.97	\$36.72
2663	Fuel Truck Driver	414	22/23	\$27.09	\$27.77	\$28.48	\$29.19				
			23/24	\$28.31	\$29.02	\$29.76	\$30.51				
			24/25	\$29.30	\$30.03	\$30.80	\$31.57				
2601	Utility Locator	415	22/23	\$28.41	\$29.14	\$29.87	\$30.62				
			23/24	\$29.69	\$30.46	\$31.22	\$32.00				
			24/25	\$30.73	\$31.52	\$32.31	\$33.12				
1093	Water/Wastewater Reuse Treatment	419	22/23	\$31.29	\$32.07	\$32.88	\$33.70				
			23/24	\$32.70	\$33.51	\$34.35	\$35.21				
			24/25	\$33.84	\$34.69	\$35.56	\$36.44				
2332	Utility Field Technician	422	22/23	\$35.75	\$36.64	\$37.57	\$38.51	\$39.47			
			23/24	\$37.36	\$38.29	\$39.26	\$40.24	\$41.24			
			24/25	\$38.66	\$39.63	\$40.63	\$41.65	\$42.69			
3303	Maintenance Mechanic - Utility Installer Servicer (MMUIS)	423	22/23	\$34.54	\$35.40	\$36.29	\$37.20				
			23/24	\$36.09	\$37.00	\$37.92	\$38.87				
			24/25	\$37.36	\$38.29	\$39.25	\$40.23				
1075	W/WW Treatment Mechanic I										
2602	Sr. Utility Locator										
1088	W/WW Treatment Mechanic II	428	22/23	\$39.34	\$40.33	\$41.34	\$42.38				
1086	Wastewater Operator Maintainer		23/24	\$41.11	\$42.14	\$43.20	\$44.28				
1084	Water Operator Maintainer		24/25	\$42.55	\$43.62	\$44.71	\$45.83				
6745	Chilled Water Technician I	429	22/23	\$37.16	\$38.10	\$39.06	\$40.04				
			23/24	\$38.84	\$39.82	\$40.82	\$41.84				
			24/25	\$40.19	\$41.21	\$42.25	\$43.31				
1052	Security and Fire Systems Technician	430	22/23	\$42.30	\$43.37	\$44.45	\$45.57				
1092	Water/Wastewater/Reuse Treatment Electrical and Instrument (E&I)		23/24	\$44.21	\$45.32	\$46.45	\$47.62				
			24/25	\$45.75	\$46.90	\$48.08	\$49.28				
6746	Chilled Water Technician II	432	22/23	\$46.11	\$47.26						
			23/24	\$48.18	\$49.39						
			24/25	\$49.87	\$51.11						
1061	Control Systems Technician	433	22/23	\$44.43	\$45.54	\$46.69	\$47.86				
			23/24	\$46.43	\$47.59	\$48.79	\$50.01				
			24/25	\$48.06	\$49.26	\$50.50	\$51.76				
2425	Water/Wastewater/Reuse Treatment System Coordinator	436	22/23	\$46.68	\$47.84	\$49.04	\$50.26	\$51.52	\$52.81		
			23/24	\$48.78	\$50.00	\$51.25	\$52.53	\$53.84	\$55.18		
			24/25	\$50.49	\$51.75	\$53.04	\$54.37	\$55.72	\$57.11		

APPENDIX B: PART-TIME / FULL TIME TEMPORARY EMPLOYEES

B-1. Appendix B shall apply to the part-time/full-time temporary employees or part-time/fulltime Special Purpose Employees who hold the same classification or title and work the same hours under common managers as the employees listed in Appendix A hereafter referred to as “eligible employees”.

B-2. ARTICLES ADOPTED BY REFERENCE

The current provisions of Articles *2 through 9, 10.3 11, 21, 23, 27, and 28* of the Agreement between JEA and the Northeast Florida Public Employees’ Local 630, Laborers’ International Union of North America, AFL-CIO, are hereby adopted by reference and made a part hereof.

ARTICLE 2:	SECURITY AND CHECK OFF
ARTICLE 3:	UNION ACTIVITY
ARTICLE 4:	BULLETINE BOARDS
ARTICLE 5:	MANAGEMENT SECURITY
ARTICLE 6:	SAVING CLAUSE
ARTICLE 7:	MANAGEMENT RIGHTS
ARTICLE 8:	STEWARDS AND REPRESENTATION
ARTICLE 9:	SPECIAL MEEETINGS
ARTICLE 10.3:	SYSTEM OR LIMITED EMERGENCY
ARTICLE 11:	TIME TRACKING
ARTICLE 21:	ANNUAL LEAVE PLAN H (Accruals prorated based on regular hours worked including paid leave)
ARTICLE 23:	ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES
ARTICLE 27:	SEVERABILTIY
ARTICLE 28:	ENTIRE AGREEMENT

B-3. GRIEVANCES AND SEPARATIONS

A. Grievance Procedure

- (1) No eligible employee has a right to use the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 25 Grievance Procedure.
- (2) Dismissals and separations from employment cannot be grieved.
- (3) Grievance of disciplinary actions, other than dismissal, may be grieved only through step 2 of the grievance procedure. Grievances of disciplinary actions may not be taken to arbitration.

B. Separations

- (1) An eligible employee may be separated from employment without cause.
- (2) An eligible employee may be separated without cause upon ten (10) calendar days² prior written

notice of separation, or ten (10) calendar days² pay in lieu of notice, or any combination thereof. A copy of the notice will be forwarded to the Union.

B-4. HOURS OF WORK AND OVERTIME PAYMENT

A. Schedules

- (1) The purpose of this article is to define hours of work and computation of Overtime. For accounting purposes, the standard workweek for all employees shall be from 0000 Monday to 2400 Sunday.
- (2) The work days and rest days of eligible employees shall be scheduled consecutively where possible. Eligible employees' work schedules shall be set at the sole discretion of the appropriate manager. JEA will give the employee at least forty-eight (48) hours written notice before changing an employee's regular work schedule. No notice is required in the event of an emergency. JEA shall have the sole discretion to determine when an emergency exists so that notice is not required to change eligible employees' work schedule.
- (3) All employees shall be given at least a half-hour lunch break which will be the employee's own time. An employee who is required to work during the lunch break shall be compensated at the applicable rate of pay.

B. Overtime

- (1) Eligible employees shall be required to work overtime when and as required pursuant to Article 10.7. The manager or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of overtime hours among the work force, the Employer shall provide, as far as practicable, equal distribution of overtime hours among regular and eligible employees.
- (2)
 - a. Eligible employees shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week. Any authorized paid leave or holiday shall count toward the threshold for determining when eligible employees are eligible for overtime pay.
 - b. With approval of the manager, the employee may elect to receive compensatory time in lieu of cash. Such election and approval shall be made on forms provided by the Employer. An employee may accrue up to a maximum of forty (40) hours of compensatory time. When the maximum has been reached, compensation for additional overtime worked shall be in the form of cash. Accrued compensatory time may be taken at any time when authorized by the appropriate supervisor. Requests for compensatory leave of five (5) or more consecutive work days must be submitted in writing at least two (2) weeks in advance. Requests for compensatory leave of less than five (5) consecutive work days must be submitted at least twenty-four (24) hours in advance.
 - c. Eligible employees who are assigned to a twelve (12) hour rotating shift shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay

for all hours worked in excess of twelve (12) hours in any work day provided the employee works a full week schedule, or in excess of forty (40) hours per week.

- (3) An eligible employee who is called in to work outside of, and not contiguous with, his/her regularly scheduled working hours shall be compensated for the time worked at the straight time rate until the employee has worked forty (40) hours for the week. Hours worked in excess of forty (40) hours in the workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. The employee shall be scheduled for at least two (2) hours of work when called in to work outside his/her regularly scheduled working hours.
- (4) An eligible 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 basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be at the applicable overtime rate. If an employee is called back to work without completing his eight (8) hour rest period, he shall be compensated at the rate of two (2) times his regular rate of pay for all hours worked, commencing from the time he reports back to work and ending when he is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining when overtime (one and one-half times the employee's regular rate of pay) starts in any workday. Paid rest time shall not count towards determining eligibility for double time pay.
- (5) The appropriate manager or designee may only authorize overtime.

C. System or Limited Emergency

- (1) System or Limited Emergency is defined as actual or potential disruption of service to JEA customers, and requiring extraordinary preparation and response efforts utilizing a large portion of resources available to JEA. This may be due to actual or potential natural disasters including severe storms, tornadoes, hurricanes, ice storms, drought, fires and actual or potential manmade disasters such as explosions or acts of terrorism.
- (2) 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 shall take effect.
- (3) **NON-ESSENTIAL EMPLOYEES**

Employees, who are designated as nonessential during an emergency, as determined by the Employer, are subject to the following:

- (a) Non-essential employees shall be released from duty and shall be granted administrative leave with pay for the balance of their normal shift, and any additional days when they are not required by the Employer to report to work due to the emergency.
- (b) 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 emergency.
- (c) Non-essential employees who are already on previously approved leave without pay at

the time of the emergency, or who are scheduled to take authorized leave without pay during the time of the 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 emergency.

- (d) If a scheduled holiday falls within the time that non-essential employees are on administrative leave with pay due to an emergency, the employees will be paid for the holiday, but will not receive any additional holiday leave or pay for that day.

(4) ESSENTIAL EMPLOYEES

- (a) Employees who are required to assist in limited emergencies, as determined and notified by JEA management, are subject to the following:
 - (b) Essential employees will be required by the Employer to work during the emergency.
 - (c) To the maximum extent possible, when residents are being required to evacuate their residences in anticipation of a hurricane, tropical storm, or similar situation and where there is advance notice of a situation that is expected to create an emergency, the Employer will allow essential employees reasonable time, as determined by the Employer, to return to his/her residence, secure the residence, and make plans for the safety of his/her family. After allowing a reasonable time, as determined by the Employer, for such activities, essential employees shall be required to report back to work during the emergency.
 - (d) Essential employees who fail to meet their responsibilities under this provision are subject to disciplinary action.
 - (e) Essential employees who are required to work during the emergency shall be compensated for the time worked, as provided for in the hours of work and overtime provision of this agreement. In addition to any compensation payable under that article, essential employees will be paid straight time hourly pay unless compensatory time is mutually agreed to by the employee and his/her manager for the time that they would have been on administrative leave with pay if they had been designated a nonessential employee. The maximum amount payable under this provision is forty (40) hours per workweek.
 - (f) During an emergency, essential employees who are required to report for work will be provided with a meal.
 - (g) Essential employees who are already on previously approved leave at the time of the emergency, or who are scheduled to take authorized leave during the time of the emergency may be required to report to work during the emergency.

D. Standby Pay

- (1) Any eligible employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this section.
- (2) For the purpose of this section, an eligible employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a

reasonable time if called. Employees, who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called are not on standby.

- (3) The standard rate of standby compensation shall be thirty dollars (\$30.00) for fiscal year 13/14, thirty dollars (\$30.00) for fiscal year 14/15 and thirty dollars (\$30.00) for fiscal year 15/16, for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.
- (4) Any employee who fails to comply with the provisions of this section shall not be entitled to standby compensation for that day, and shall be subject to discipline.
- (5) Employees may arrange substitution of standby duty among themselves, provided Management approves the substitution.

B-5. HOLIDAYS

- A. Eligible employees shall be entitled to compensation as provided for in sections 5B and 5C for the eleven (11) holidays below:

<u>Date</u>	<u>Event</u>
January First (1st)	(New Year's Day)
Third Monday in January	(Martin Luther King's Birthday)
Third Monday in February	(Presidents' Day)
June 19	(Juneteenth)
Last Monday in May	(Memorial Day)
July Fourth (4th)	(Independence Day)
First Monday in September	(Labor Day)
November 11 th	(Veterans' Day)
Fourth Thursday in November	(Thanksgiving)
Friday after Thanksgiving	
December twenty-fourth (24th)	(Christmas Eve)
December twenty-fifth (25th)	(Christmas Day)

- B. Eligible employees who are not required to work on a holiday listed above will be compensated at their regular hourly rate times the average number of hours they have worked per day during

the six weeks before the holiday. (e.g. 40 hours a week worked - 8 hours pay; 30 hours a week worked - 6 hours of pay; 20 hours a week worked - 4 hours pay). However, no eligible employee who works less than forty (40) hours per week (shift workers who work less than 36 hours) will receive compensation for a holiday unless the holiday is observed on a regular scheduled workday of the eligible employee.

- C. Eligible employees who are required to work on a holiday shall be compensated at one and one-half (1-1/2) times their straight time pay for all hours worked on the holiday, in addition to being paid for the holiday pursuant to section B5 above.

B-6. WAGES

- A. Eligible employees shall initially be paid at the hourly rate applicable to step one of the step pay plans shown in Appendix B. Eligible employees are not eligible for a step increase until they have worked the equivalent of one year of full-time work equal to 2,080 hours, with no disciplinary action issued during this time.

An employee's hourly rate will not be affected should an employee subsequently work on a part-time basis. Also, should an employee specified in Appendix B be appointed to the same classified position that they are employed temporarily in, their pay at the time of the appointment, would remain unchanged.

- B. Scheduled Premium

Eligible employees will be paid scheduled premium as provided for in Article 14.3.

- C. Incentive Program

At its sole discretion, the Employer may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work related improvements, provided the Union is informed in writing of any such programs.

B-7. SAFETY AND HEALTH

- A. The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.
- B. Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Employer in accordance with established safety practices. Protective devices, apparel, and equipment must be used when provided. The Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.
- C. The Employer will provide one replacement pair of safety shoes to each employee whose job duties

require their use and who return the pair needing replacing (as determined by management).

B-8. INJURY IN LINE OF DUTY

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

B- 9. LIFE INSURANCE

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

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

B-10. JURY AND WITNESS DUTY

An eligible employee who works less than forty (40) hours per week shall have his/her work schedule adjusted to accommodate jury and witness duty. The provisions of Article 22.4 of the Collective Bargaining Agreement between JEA and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, AFL-CIO, shall govern eligible employees who work forty (40) hours per week.

B-11. MILITARY LEAVE

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

B-12. BEREAVEMENT LEAVE

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

B-13. MATTERS NOT ADDRESSED

To the extent any provision of the Agreement reached between JEA and, Northeast Florida Public Employees' Local 630 Laborers' International Union of North Florida, AFL-CIO that is not adopted herein by reference, or is not specifically addressed in this appendix, said provision is null and of no effect as it relates to employees covered by this Appendix.

APPENDIX C – CONTROLLED SUBSTANCE AND ALCOHOL TESTING

FEDERAL HIGHWAY ADMINISTRATION & RANDOM TESTING FOR SAFETY SENSITIVE POSITIONS

CONTROLLED SUBSTANCE AND ALCOHOL USE TESTING PROGRAM PROCEDURE

Should any provision(s) of this Appendix C conflict with the provisions of Article 23, the latter shall control.

I. PURPOSE

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

II. PROCESS

A. DETERMINATION OF ELIGIBLE EMPLOYEES

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

- c. Cost Center
 - d. Employee Number
 - e. A number assigned sequentially from the beginning of the list to the end.
4. The Director shall match the random numbers with the corresponding employee name on the Master List.
 5. The rSafety Representative shall contact the employee's manager and inform the manager that the employee must report to the designated drug and alcohol testing center within two (2) hours of the manager notifying the employee.
 6. The employee's manager shall take reasonable steps to ensure that the employee can timely arrive at the appropriate testing location. If a management error prevents timely arrival of the employee, the employee will not be required to be tested at a later date or time as a result of that particular selection.
 7. The results of the contact attempt shall be logged by the manager. The log entry shall indicate the employee's name, date and time of notification by the manager, and contact result (e.g., whether successfully contacted or not).
 8. An employee selected for testing shall be excused from testing if he is off from work on a prior approved absence, or due to the employee's work schedule (e.g., an employee on night shift).
 9. Prior to the actual selection, a Union representative may request to review the Master Lists. A copy of the Master Lists shall be provided to the Union representative on request **(1)**.
 10. It is understood that Master Lists provided to the Union pursuant to II.A.9 shall be sanitized of social security numbers, unless the Union provides express individual waivers authorizing the release of such information.

B. RANDOM NUMBER GENERATION

1. On the day of testing, a computer program will be used to randomly generate the numbers. The user of the program will enter the beginning and ending sequential numbers assigned to the eligible employees and the number of selections that are to be made. Additional numbers may be selected to allow for employees who are not available on the day of testing. All numbers generated may be used. Excess or deficiencies will be determined prior to the end of each calendar year in order to comply with the required percentages (not to exceed +15 employees).
2. The program will output the selections to a predetermined printer. The primary numbers will appear first on the report listing the generated numbers, followed by an equal number of alternate selections. When the selections have been printed, a single digit number (+ or -), that has been previously provided by the Union representative, will be applied to the list of selections, thereby designating the employees who are to be actually selected. The Union representative may request to view the process of number generation or to review the paperwork. No such request shall be denied, provided it can be accomplished in such a manner that prevents the Union representative or the fact of his being permitted to view the process from providing advance notice to any employee subject to testing that a test will be conducted on any particular day, and provided the Union representative reports to the Labor Relations office area within forty-five (45) minutes of notification.
3. The random number generation shall be conducted twice each time testing occurs for CDL employees; one each for alcohol and for drug testing. The random number generation shall be conducted twice each

time testing occurs for safety sensitive employees; one each for alcohol and for drug testing.

4. Random testing shall occur not more than twice monthly for CDL employees and not more than twice monthly for safety-sensitive employees.

APPENDIX D [Open]

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