

Invitation to Negotiate (ITN) to Acquire

Civil Service Exam Development

for



Jacksonville, FL

ITN Number 108-16

Mandatory Pre-Response Meeting in Person or Teleconference on Friday, July 8th 2016 at 10:00 a.m.

JEA Bid Office Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

OR

Dial In 1.888.714.6484

Passcode: 817050

Responses are due on Tuesday, July 19th 2016 by 12:00 pm

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

**JEA will publicly open all Responses received from qualified Respondents on Tuesday, July 19th 2016, at
2:00 p.m. in the JEA Bid Office, Customer Center 1st Floor, Room 002,
21 W. Church Street, Jacksonville, FL 32202**

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Solicitation

1. INVITATION TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK

The purpose of this Invitation to Negotiate (ITN) is to solicit written proposals from parties interested in providing testing services for JEA. The testing services are designed to augment JEA's hiring selection process. Testing methods may include written, verbal or a combination. Development, administration, and grading of examinations must be in accordance with City of Jacksonville Civil Service and Personnel Rules and Regulations and applicable collective bargaining agreements. Examinations must be job-related, content valid, psychometrically sound, and standardized to ensure objectivity.

The required areas of testing services are:

1. Job Analysis
2. Identification of Study Material(s)
3. Development of Exams
4. Exam Preparation
5. Storage of Exam Materials
6. Post Examination Documents
7. Protest Participation

These services are described in more detail in the Enclosed "*Appendix A – Technical Specifications*".

1.1.2. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: Nickolas Dambrose

E-mail: dambnc@jea.com

1.1.2. OPENING OF RESPONSES

All Responses shall be publicly opened, read aloud and recorded at 2:00 PM on Tuesday, July 19th, 2016, at the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202.

At the opening of Responses, a JEA Representative will publicly open and announce each Response that was received on time. Responses that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Responses.

1.1.3. INVITATION

You are invited to submit a Response to the ITN noted below:

JEA ITN Title: ALL JEA/SJRPP (HR) - Supplemental Staffing Services

JEA ITN Number: 108-16

To obtain more information about this ITN:

Download a copy of the ITN and any required forms at jea.com.

Response Due Time: 12:00 P.M. - ALL LATE RESPONSES WILL BE RETURNED UNOPENED

Response Due Date: Tuesday, July 19th, 2016

All Responses must reference the JEA ITN title and number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Bid Office, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Response delivery if mailed through the USPS.** Therefore, JEA recommends hand delivery directly to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public/private carriers is at the Respondent's risk.

Responses are due by the time and on the date listed above. ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.4. MANDATORY PRE-RESPONSE MEETING

There will be a mandatory Pre-Response meeting. All interested Respondents must attend the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Respondents not attending the Pre-Response meeting shall have their Responses rejected returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving on time for the meeting will have their Responses rejected and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

Pre-Response Meeting Time: 10:00 am

Pre-Response Meeting Date: Friday, July 8th, 2016

Pre-Response Location: JEA Bid Office, Customer Center, 1st Floor, Room 002
21 W. Church Street, Jacksonville, FL 32202

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION OF A RESPONSE

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not the following criterion stated below will have their Responses rejected:

- The Respondent must have at least two (2) licensed industrial psychologists at the Doctoral level currently employed on staff with the Respondent's company, or they may be subcontractors at the time of Response opening. This will be verified using the resumes provided in Section 1.2.3.4 Professional Experience.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.3. EVALUATION METHODOLOGY

EVALUATION AND NEGOTIATION PROCESS (ITN)

JEA will make an Award a of a Contract to the Respondent that is able to demonstrate that it can successfully meet the requirements of this ITN, and can provide the best value to JEA.

JEA intends to select up two (2) to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Services described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the prices submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations hand-outs and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects

associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. A description of which Selection Criteria will be re-evaluated based upon the BAFO will be explained in JEA's written request for the BAFOs. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

ITN Schedule of Events

Action	Date
Issue ITN	June 24th, 2016
Pre-Response meeting	June 29 th , 2016
Response Due Date	July 12 th , 2016
Review Minimum Qualifications – Disqualify companies that do not meet minimum qualifications	2 business days
Evaluate all Responses- develop Short-list.	3 business days (to run parallel to the minimum qualifications reference check)
Announce - Short-list	2 business days
Negotiation phase	5 business days
Issue to Short-list a list of observations and concerns to address in the Best and Final Offer	1 business day

Action	Date
Short-listed Respondents prepare and submit Best and Final Offer	5 business days
Receive Best and Final Offers	1 business day
Evaluate and determine final ranking	1 business day

** Note the timeframes and dates listed above are subject to change **

1.3.1. SELECTION CRITERIA

The following criteria will be used by JEA to evaluate and rank the qualified Responses to determine which Respondents are selected for the Short-list and to participate in the negotiation phase of the ITN process. Details on how each selection criterion is calculated can be found in the Inventory Evaluation Matrix.

1.3.1.1. QUOTATION OF RATES

Maximum score for criterion is: 30 Points

Respondent shall provide a pricing for the Contract by completing the enclosed **Appendix B - Quotation of Rates**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Respondent on the Response Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE RESPONSE FORM SHALL SUBJECT THE RESPONSE TO DISQUALIFICATION.

1.3.1.2. FINANCIAL RESPONSIBILITY

Maximum points for this criterion: 5 points

At minimum, the Respondent shall provide the following information on **Appendix B - Response Form**:

- o Form of business (i.e., proprietorship, partnership, corporation);
 - o Years in business;
 - o Changes in ownership;
 - o Revenues of the Respondent for 2014 and 2015.
- Provide detail of any litigation in which the Respondent has been a party to. This includes the organization, its employee and subcontractors; where you served as an expert witness and/or were sued. Pending or resolved in the last five (5) years as of the proposal due date.

1.3.1.3. PROFESSIONAL EXPERIENCE

Maximum points for this criterion: 15 points

The two (2) industrial psychologists at the doctoral level resumes provided in the Minimum Qualifications will be evaluated and scored for points in this section. One (1) additional resume for System Administrator/Test Administrator must also be provided in this section; however, one (1) of the two (2) industrial psychologists at the doctoral level may also serve in this role and fill both expected positions. This must be noted on the resume. No more than three (3) resumes shall be included.

At a minimum, each resume shall present the following:

- o Employee's name, title, years of service with the Respondent;
- o Applicable professional certifications, education, and work experience;
- o Any specialty or technical process expertise; and
- o The expected availability of the individual for this scope of work over the next twelve (12) months (from the Response Due Date) based on the Respondent's present workload. The availability shall be expressed as a percentage (i.e., number of available billable hours/the number of total regular work hours during the year (normally 2,080 hours)).

Resumes are limited to two (2) pages, 8 ½" by 11" single sided. Resumes provided greater than two (2) pages will not be evaluated.

1.3.1.4. PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum points for this criterion: 15 Points

Please provide the following information described below:

1. The Respondent must provide three (3) customer references in which the Respondent has successfully performed (3) similar contracts in the last five (5) years as of the response due date.
 - A similar contract is defined as developing and administering recruitment selection devices and examinations for a client with 150 various job classifications. All references will be contacted by JEA and must be available for verification.

Respondent may provide this information in its own format.

1.3.1.5. DESIGN APPROACH AND WORKPLAN

Maximum points for this criterion: 25 Points

Subcriterion (1) - Completeness & Depth of Tasks & Subtasks in Relation to the Technical Specifications (3 Points)

Please provide the following information described below:

1. Describe how your company would approach assessing, validating, designing, and implementing a pre-employment psychological exam for appointed JEA employees.
2. Describe how your company would approach the development, administration, and grading of civil service and appointed recruitment selection devices as assigned for all JEA job classifications.
3. Describe your approach to reviewing work activities associated with each job or job family/Job validation and analysis and make sound recommendation as to how the vendor would go about performing tasks.

Subcriterion (2) - Compliance & Efficacy of Accuracy of Scoring (4 Points)

Please provide the following information described below:

1. Describe how would your company approach ensuring examination questions are job-related, content valid, and psychometrically sound, fair and objective.
2. Describe your process to ensure accuracy with scoring examinations to include the correct application of veteran's preference points and seniority credits.

3. Describe how the examinations will comply with generally accepted standards in the field of tests and measurement to include Appendix C City of Jacksonville's Civil Service and Personnel Rules and Regulations, state and federal laws available at the following links http://www.eeoc.gov/policy/docs/qanda_clarify_procedures.html ; <http://www.eeoc.gov/laws/regulations> and Federal Uniform Guidelines on Employee Selection Procedures

Subcriterion (3) - Management of Project & Account (9 Points)

Please provide the following information described below:

1. Describe how the Respondent will service the JEA account.
2. Describe the parameters the Respondent has in place to assess customer service satisfaction.
3. If the Respondent utilizes subcontractors, please outline your subcontractor training program and how consistency is ensured?
4. How will subcontractors be managed?
5. For two (2) of the three (3) customer references provided in Section 1.2.3.5 above, Respondent shall explain how it managed the engagements to realize project budgetary goals, timetables and quality control objectives. Respondent may include copies of actual project management documents.

Subcriterion (4) - Security, Confidentiality & Recovery of Data & Integrity of IO Hiring Process (9 Points)

Please provide the following information described below:

1. Describe the mechanisms in place to ensure security of exam questions, as well as, physical data stored on Respondent site.
2. Describe the measures you take to secure sensitive information.
3. What are your policies regarding the proper maintenance and disposal of personally identifiable information and other sensitive or protected information?
4. Describe your data recovery/backup systems.
5. Describe the process you will use to ensure there is no nepotism or related conflict when hiring Industrial Psychologists whether on staff or subcontractors to work on the account.
6. Describe your process to ensure complete confidentiality.

Respondent may provide this information in its own format.

1.3.1.6. OFFICE PROXIMITY TO JEA

Maximum points for this criterion: 5 Points

Provide on Appendix B – Response Form the address of the Respondent's office where the majority of the work will be performed, and confirm if it is located in Duval County Florida. In order to receive full points for this criterion, Respondent's office must be occupied and staffed with at least three (3) employees for duration of six (6) months prior to the Proposal Due Date stated in this RFP.

Respondents which are not in Duval County Florida are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Duval County or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

1.3.1.7. JSEB

Maximum points for this criterion: 5 Points

Respondent shall list sub-contractors/sub-consultants that are certified as Jacksonville Small and Emerging Businesses. Listing should include names of the JSEBs, the type of service they will provide and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

COJ/JEA certified JSEB = 5 pts;

Amount of work that will be subcontracted:

Non-JSEB with JSEB partner:

> or = 5% of work = 4 pts

> or = 3% and <5% of work = 3 pts

> or = 2% and <3% of work = 2 pts

> or = 1% and <2% of work = 1 pt

< 1% of work = 0 pts

1.3.1.8. TIE

Evaluation scores that ties shall be handled pursuant to JEA's Procurement Code.

1.3.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award One (1) Contract for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Services, or JEA may exclude certain Services, if JEA determines that it is in its best interest to do so.

1.3.3 REQUIRED FORMS TO SUBMIT WITH RESPONSE

The forms listed below must be completed and submitted to JEA at the times indicated below. The Respondent can obtain the forms, other than the Response Form, the Response Workbook, and the Technical Specifications, by downloading them from JEA.com.

The following forms are required to be submitted at the Response Due Date and Time:

- o Company's Response
- o "Appendix B - Response Form" (including acknowledgements of all addenda)
- o "Appendix B - Response Workbook"
- o "Appendix B – Minimum Qualification Form"
- o List of Subcontractors (if any)
- o List of JSEB Certified Firms (if any)

If the above listed forms are not submitted with the Response by the Response Due Time on the Response Due Date, JEA may reject the Response.

The following documents are to be submitted prior to execution of Contract. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Response rejection.

- o Conflict of Interest Certificate Form

- o List of JSEB Companies (if any)
- o Insurance Certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- o Any additional technical submittals as required by the Technical Specifications.

1.4 GENERAL INSTRUCTIONS

1.4.1 SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original hard copy of the Response, two (2) duplicate hard copies of the Response, and one (1) electronic copy of the Response submitted on a CD or a thumb drive. The Response Workbook must be saved in an Excel format.

JEA will not accept Responses via email.

1.4.2 ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found in this ITN, including, but not limited to, the Contract terms contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, are not permitted. If a Respondent has any questions or requests for changes to the requirements or terms and conditions of this ITN, such questions and requests shall be in writing and received by JEA at least five (5) business days prior before to the date set by JEA for the Opening of the Responses.

Including alternate provisions and conditions in a Response may result in the Response being deemed non-responsive to the ITN and disqualification of the Response will be disqualified (even if the highest evaluated). However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA.

In submitting a Response, a Respondent agrees to be bound by the Contract terms contained in Section 2 of this ITN. Respondents should assume that those terms will apply to the Contract, but JEA reserves the right to negotiate different terms and related price adjustments if JEA determines that it provides the Best Value to JEA.

1.3.3. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the ITN. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

1.7.3. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

1.7.4. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.7.5. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a firm submitting a Response and a JEA representative during the time in which the ITN is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of an ITN in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents and JEA representatives should be kept to an absolute minimum during the ITN process.

Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning an ITN must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at jea.com.

1.7.6. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

IF A RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

Redacted Submissions

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Respondent agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

1.7.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.7.8. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract with the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract with the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.7.9. RESERVATIONS OF RIGHTS TO JEA

This ITN provides companies with information to enable them to submit a written offer to perform the Services described herein. The ITN is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in

writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.7.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time of Response opening and for a period of ninety (90) days following the opening of Responses.

1.7.11. AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

1.7.12. PROTEST OF AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

1.7.13. CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT

By signing and submitting a Response, the Respondent certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this ITN prior to submitting its Response. The Respondent shall comply with all safety requirements described in the ITN and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Response, including the Quotation of Rates and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Response Form is a duly authorized agent or officer of the firm. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response, satisfactory evidence of authority to sign may be requested by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

- D. That the firm maintains an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.
- E. That Respondent has read, understands these instructions and will comply with the Section titled Ethics.

After Award of the Contract, JEA will make payments upon the actual quantities of Services provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the ITN. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on this ITN , but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Respondent's quotation of rates.

1.7.14. ETHICS (ITN)

By signing the Response, the Respondent certifies its Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Services other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this ITN. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Response and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this ITN by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondents and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees, as well as, any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Services was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or Respondent.

2.2.5. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.2.6. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.2.7. CONTRACT

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

2.2.8. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Contract Amendments, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Services with the intent of preventing disruption of the Services.

2.2.9. CONTRACT AMENDMENT

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time.

2.2.10. CONTRACT AMENDMENT

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time.

2.2.11. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Bid Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.12. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.2.13. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.14. INVITATION TO NEGOTIATE

An Invitation to Negotiate is a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The term "Solicitation" shall be synonymous with the term Intent to Negotiate.

2.2.15. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the

payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.16. JEA

JEA on its own behalf, and when the Services involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.17. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Services or Contract under the authority of the Contract Administrator.

2.2.18. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.19. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.20. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.21. RESPONSE

The document describing a Respondent's qualifications to verify it complies with the requirements of this ITN.

2.2.22. RESPONDENT

A company that submits a Response to this ITN.

2.2.23. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.24. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.25. SUBCONTRACTOR

A provider of services performing Services under contract for the Company.

2.2.26. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.27. UNIT PRICES

The charges to JEA for the performance of each respective unit of Services as defined in the Response.

2.2.28. WORK OR SCOPE OF SERVICES

Services includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Services prior to written resolution of the error or conflict by JEA, all Services performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- o Executed Contract Amendments
- o Exhibits to Contract Documents
- o Executed Contract Documents
- o Purchase Order(s)
- o Addenda to JEA Solicitation
- o Drawings associated with this Solicitation
- o Exhibits and Attachments to this Solicitation
- o Technical Specifications associated with this Solicitation
- o This Solicitation
- o Response Documents
- o References

The Company shall perform any Services that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENTS

2.4.1.1. PAYMENT METHOD - TIME AND MATERIALS

Company will invoice JEA for the service provided under the Contract on a monthly basis. Invoices will be supported by pertinent timesheets or other agreed system for documenting time worked by Company's supplemental staff. JEA reserves the right to reject part of an Invoice if it disputes a portion of that Invoice.

2.4.2. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30
- o 3% 5, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.3. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice within twenty (20) calendar days after receipt. JEA will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.4. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.5. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.6. COST SAVINGS PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Services provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.7. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY (PROFESSIONAL SERVICES)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Services, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct its Services in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees and Subcontractors to ensure the Services complies with all requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures, and the Services will meet the functional and performance requirements defined in the Contract.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS

Before starting the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$3,000,000 each claim and \$6,000,000 annual aggregate

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA and Florida Power and Light Company (FPL) as additional insureds for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, FPL, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.6.2. INDEMNIFICATION FOR RELEASE OF JEA EMPLOYEE/CUSTOMER INFORMATION

Company indemnifies, defends and holds JEA harmless from any and all claims associated with the unwarranted disclosure of any JEA employee or JEA customer information that is in its possession either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

2.6.3. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA and Florida Power and Light Company (hereinafter referred to as FPL), against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by the Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, FPL has been included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to as SJRPP). The term "FPL" shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.4. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7. TERM AND TERMINATION

2.7.1. TERM

2.7.1.1. TERM OF CONTRACT-DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract for one (1) additional year.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.7.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Services hereunder except as may be necessary to carry out such termination and take any other action toward termination of the

Services that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.7.3. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Services under the Contract in the event that:

- o The Company assigns or subcontracts the Services without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Services to the extent that it impacts the Company's ability to meet the requirements of the Contract, or the Company abandons the whole or any part of the Services;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- o Any material change in the financial or business condition of the Company.

If within thirty (30) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Services, then JEA may declare Company to be in default of the Contract.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all records related to this Contract to JEA. In such a case, JEA may offset any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Respondent shall allow public access to all documents, data and other records made or received by the Respondent in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Respondent refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Respondent believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Respondent must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Respondent shall only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Respondent fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Respondent's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Respondent prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Respondent shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Respondent's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Respondent is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Respondent shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Respondent upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

2.8.2. PROPRIETARY INFORMATION

The Respondent shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Respondent. The Respondent shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Respondent shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.8.3. PUBLICITY AND ADVERTISING

The Respondent shall not take any photographs, make any announcements or release any information concerning the Contract or the Services to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.8.4. OBLIGATIONS OF OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Respondent agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Respondent under this Agreement, are to become the property of JEA. Respondent and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Respondent for additional compensation.

In the event of a termination of the Contract, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company and the subsequent secure disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any data of JEA or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action to intentionally erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. The Company shall securely dispose of all requested data in all its forms.

2.9. LABOR

2.9.1. NONDISCRIMINATION

The Respondent represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Respondent agrees that on written request, it will allow JEA reasonable access to the Respondent's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Respondent shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Respondent shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- o The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;

- o The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- o The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Respondent agrees that if any of the Services of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.9.2. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Respondent to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Respondent, whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.9.3. LEGAL WORKFORCE

JEA shall consider the Respondent's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.9.4. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.9.5. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; and (b.) qualified to perform the Services. . Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned to manage this Contract. . The JEA Contract Administrator shall have the right to reject any professional personnel assigned by Company to manage this Contract or supplemental staff assigned to JEA under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall

submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

2.9.6. COMPANY'S LABOR RELATIONS

The Respondent shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Services and shall inform JEA of all actions it is taking to resolve the dispute.

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. COMPANY REPRESENTATIVES

The Respondent shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Services under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.10.2. LICENSES

The Respondent shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Services and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.11. AUDIT & VENDOR PERFORMANCE EVALUATION

2.11.1. RIGHT TO AUDIT AND FINANCIAL REPORTING

Upon JEA's requests, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative, access the records at Company's office, with three (3) days written notice, for a reasonable period, not less than five days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five (5) days after receipt of written request.

2.11.2. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When

evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Services or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- o If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Respondent wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.12. JEA RESPONSIBILITIES

2.12.1. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Services will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.13. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.13.1. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with five (5) days' written notice of such suspension. In the event of suspension of the Work, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of the Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.13.1. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.13.2. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Services rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, per year during the initial term of the Contract for the Services rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

2.13.3. PRICE ADJUSTMENT

Contract prices for the Work will remain firm through the first three years of the Contract. Upon completion of the third year, the Company may request a Consumer Price Index (CPI) adjustment each year to the hourly rates submitted in Appendix B – Quotation of Rates. Each annual request for a CPI increase must be made within thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to submit a timely CPI adjustment request, the Company may be denied the adjustment for the upcoming Contract year.

When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

2.14. MISCELLANEOUS PROVISIONS

2.14.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.14.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee and the Company Representative, or each of their duly authorized representatives.

2.14.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.14.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.14.5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.14.6. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.14.7. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.14.8. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.14.9. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.14.10. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.14.11. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.14.12. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Services itself.

2.14.13. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.14.14. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.14.15. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Services under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.14.16. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.14.17. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.14.18. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.14.19. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

2.14.20. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Services in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Services by JEA; nor any correction of faulty or defective work by JEA.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF SERVICES (APPENDIX A)

Technical Specifications and a Detailed Scope of Services are located in Appendix A of this document.

4. FORMS

4.1. FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at www.jea.com.

Appendix A-Technical Specifications

108-16 Civil Service Exam Development

Scope of Work

The purpose of this Invitation to Negotiate (ITN) is to solicit written proposals from parties interested in providing testing services for JEA. The testing services are designed to augment JEA's hiring selection process. Testing methods may include written, verbal or a combination. Development, administration, and grading of examinations must be in accordance with City of Jacksonville Civil Service and Personnel Rules and Regulations and applicable collective bargaining agreements. Examinations must be job-related, content valid, psychometrically sound, and standardized to ensure objectivity.

The required areas of testing services are:

1. **Job Analysis**
2. **Identification of Study Material(s)**
3. **Development of Exams**
4. **Exam Preparation**
5. **Storage of Exam Materials**
6. **Post Examination Documents**
7. **Protest Participation**

For each exam request generated during the period of the contract, the Company will be expected to perform the following tasks as referenced in Appendix B – Quotation of Rates:

1. **Job Analysis:** The Company must conduct an extensive job analysis indicating tasks/work behaviors, knowledge, skills, and abilities (KSAs), linkage information, all weights, and the method by which each KSA will be measured. This must be provided to JEA Employee Services-Talent Acquisition Services Department ("JEA") immediately following the exam administration and will become property of JEA.
2. **Identification of Study Material(s):** In consultation with JEA, the Company will identify general source/study material and provide this list to JEA for distribution prior to administration of the examination.
3. **Development of Exams:** For each written examination, the Company will develop an exam that consists of at least 250 items, 150 for the exam and 100 for possible make-up exams. Depending on whether the written exam is used in conjunction with other testing methods, the number of written items will accurately reflect the percentage of weights of knowledge dimensions included in the examination. Multiple-choice items will have four (4) independent answers which will not include "none of the above", or "all of the above", or various combinations of other answers. All items will have one and only one correct answer. Fill in the blank items may be used but only if the answer can be limited to one correct answer. Matching, essay, and true/false items will not be used. Designated JEA Subject Matter Experts will have final review and approval of all testing devices before implementation. The Company will maintain a record of the source from which each examination item was derived and the knowledge that is tested by each item.

The Company shall determine examination time limits and provide documentation of how those time limits were determined for each examination.

The Company shall provide for each examination developed, a complete report detailing all aspects of examination development and specifically state how the services comply with the generally accepted standards in the field of tests and measurement. The examinations must also comply with Appendix C City of Jacksonville's Civil Service and Personnel Rules and Regulations, state and federal laws available at the following links http://www.eeoc.gov/policy/docs/qanda_clarify_procedures.html, <http://www.eeoc.gov/laws/regulations> and Federal Uniform Guidelines on Employee Selection Procedures

Immediately upon completion of any written examination, the Company will provide JEA Employee Services-Talent Acquisition Services Department with a keyed copy of the examination. JEA Employee Services-Talent Acquisition Services Department will conduct the examination protest review sessions and maintain a log of protested items.

4. **Exam Preparation:** When an exam is announced, JEA will contact the Company within 48 hours to request exam questions and any other testing components. Testing components are to be prepared and sealed by the Company for chain of custody and transportation to a 3rd party testing site. For interview questions, a designated JEA human resource delegate will pick up the materials.
5. **Storage of Exam Materials:** The Company shall maintain security of all exam materials. The Company shall maintain security of all exam content and completed applicant scoring according to the following criteria. Ongoing (Electronic) Storage of Exam Content and Evaluation will be ongoing for a term of three years with a one year option to renew.
 - All exam materials developed shall become property of JEA.
 - Questions should be contained in a proprietary database, excel spreadsheet or other database system that can automatically pull questions at random. This system should be password protected and access to this database should be limited with a security mechanism to track access.
 - All examination materials, questions and related information must be kept secure by the Company and in accordance with Florida Public Records Laws and JEA's Record Retention Schedule.

6. **Post Examination Documents:**

Exam Evaluations

The Company shall be responsible for evaluating completed examinations. Passing grades shall be subject to the following criteria:

- The passing grade for examinations shall be seventy (70%) percent except when the Head of Human Resources certifies that the seventy (70%) percent passing score results in an adverse impact (as defined by the Federal Uniform Guidelines on Employee Selection Procedures) on any federally protected class.
- The Head of Human Resources may also deem if a failure on one part of an examination may be considered sufficient for failure of the entire examination or disqualification of the applicant for subsequent parts of the examination.
- A new, validated passing score shall be established using psychometrically sound procedures that are in accordance with the Federal Uniform Guidelines on Employee Selection Procedures.
- It's the expectation that the Company will review the exam scores no less than three times to ensure accuracy.
- To ensure the test devices measure what they are intended to measure, please provide for each examination, information to substantiate validity, reliability and job relatedness.

The Company shall also account for Seniority Credit and Veterans Preference in the evaluation of all completed examinations as described below:

The Company shall score the examination in conformance with Civil Service and Personnel Rules and Regulations.

Individual Scoring Letters to Applicants

Upon completion of the examination, the Company must develop individual candidate scoring results letters within 48 hours of test administration. This document provides each candidate with a written profile of the following: passing score, their score, calculation of any applicable seniority points and Veteran's Preference points, if applicable. Jobs that require both written and oral test will have one letter produced

with separate categories contained within. The candidate letters will be provided to JEA/ electronically via a password protected file in Microsoft Word within 48 hours.

Summary Report

Upon completion of scoring, the Company shall also provide JEA Employee Services-Talent Acquisition Services Department a Summary Report to include, but not be limited to, an alphabetical list of examinees and their respective scores in percentage format carried out to three decimal places. The Summary Report shall also include an assessment reliability rating for each exam following finalization of scores, and prior to conducting the protest review hearing upon request.

Adverse Impact Analysis

Upon completion of each exam with participation count greater than 50, the Company shall conduct an adverse impact analysis to determine the level of adverse impact to protected classes as defined by the Uniform Guidelines on Employee Selection. This information shall be provided to JEA upon request.

7. **Protest Participation:** As a partner with JEA, subject matter experts of the Company shall be expected to participate in any civil service requirements. These may include, but are not limited to, examination reviews, protests, and regulatory hearings. The Company shall be familiar with the civil service policies for the establishment, maintenance, and administration of the Civil Service and Personnel Rules and Regulations as authorized by the Jacksonville City Charter and Ordinance Code. Ad hoc Civil Service Participation will be ongoing for a term of three years with a one year option to renew.

The Company will prepare all materials necessary for any protest meeting and may be required to participate in or administer a protest hearing in conformance with Civil Service and Personnel Rules and Regulations.

If necessary, the Company shall testify in any hearings or trials involving the use of materials developed by the Company.

The Company shall provide an assessment reliability rating for each exam following finalization of scores, and prior to conducting the protest review hearing upon request.

**Appendix B-Minimum Qualification Form
108-16 Civil Service Exam Development**

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THE ORIGINAL AND THREE COPIES OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

BIDDER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

1. The Proposer must have at least two (2) licensed industrial psychologists at the Doctoral level currently employed on staff with the primary proposing company or may be subcontractors. This will be verified using the resumes provided in **Section 1.2.3.4 Professional Experience** of the Solicitation Document.

Industrial Psychologist Resume #1: _____

Industrial Psychologist Resume #2: _____

**Appendix B-Minimum Qualification Form
108-16 Civil Service Exam Development**

**APPENDIX B
RESPONSE FORM**

108-16 Civil Service Exam Development

The Respondent shall submit one (1) original Proposal, three (3) duplicates (hardcopies), and one (1) CD. If there is a discrepancy between the electronic copy and hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email.

RESPONDENT INFORMATION:

RESPONDENT’S COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

WEBSITE: _____

1.3.1.1 QUOTATION OF RATES

Maximum points for this criterion: 30

Respondent shall provide a pricing for the Contract by completing the enclosed “Appendix B – Quotation of Rates”. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Respondent on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

This amount is the total amount transferred from Page 4		
<i>Item No</i>	Description of Services	<i>Total Price</i>
8.1	Total Price for Civil Service Exam Development	<i><Insert Item Number 8.1 Total Price for Civil Service Exam Development from “Appendix B – Quotation of Rates” here></i>

1.3.1.2 FINANCIAL RESPONSIBILITY

Maximum points for this criterion: 5 points

At minimum, the Respondent shall provide the following information on **Appendix B - Response Form**:

- o Form of business (i.e., proprietorship, partnership, corporation);
- o Years in business;
- o Changes in ownership;
- o Revenues of the Respondent for 2014 and 2015.

- Provide detail of any litigation in which the Respondent has been a party to. This includes the organization, its employee and subcontractors; where you served as an expert witness and/or were sued. Pending or resolved in the last five (5) years as of the proposal due date.
-
-
-
-
-

1.3.1.3 PROFESSIONAL EXPERIENCE

Maximum points for this criterion: 15 points

The two (2) industrial psychologists at the doctoral level resumes provided in the Minimum Qualifications will be evaluated and scored for points in this section. One (1) additional resume for System Administrator/Test Administrator must also be provided in this section however, one of the two industrial psychologists at the doctoral level may also serve in this role and fill both expected positions. This must be noted on the resume.

At a minimum, each resume shall present the following:

- o Employee's name, title, years of service with the Respondent;
- o Applicable professional certifications, education, and work experience;
- o Any specialty or technical process expertise; and
- o The expected availability of the individual for this scope of work over the next twelve (12) months (from the Proposal Due Date) based on the Respondent's present workload. The availability shall be expressed as a percentage (i.e., number of available billable hours/the number of total regular work hours during the year (normally 2,080 hours)).

Resumes are limited to two (2) pages, 8 1/2 by 11 single sided. Resumes provided greater than two (2) pages will not be evaluated.

1.3.1.4 PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum points for this criterion: 15 points

Please provide the following information described below:

1. The Respondent must provide three (3) customer references in which the Respondent has successfully performed (3) similar contracts in the last five (5) years as of the proposal due date.
 - A similar contract is defined as developing and administering recruitment selection devices and examinations for a client with 150 various job classifications. All references will be contacted by JEA and must be available for verification.

Respondent may provide this information in its own format.

1.3.1.5 DESIGN APPROACH AND WORKPLAN

Maximum points for this criterion: 25 Points

Subcriterion (1) - Completeness & Depth of Tasks & Subtasks in Relation to the Technical Specifications (3 Points)

Please provide the following information described below:

1. Describe how your company would approach assessing, validating, designing, and implementing a pre-employment psychological exam for appointed JEA employees.
2. Describe how your company would approach the development, administration, and grading of civil service and appointed recruitment selection devices as assigned for all JEA job classifications.

3. Describe your approach to reviewing work activities associated with each job or job family/Job validation and analysis and make sound recommendation as to how the vendor would go about performing tasks.

Subcriterion (2) - Compliance & Efficacy of Accuracy of Scoring (4 Points)

Please provide the following information described below:

1. Describe how would your company approach ensuring examination questions are job-related, content valid, and psychometrically sound, fair and objective.
2. Describe your process to ensure accuracy with scoring examinations to include the correct application of veteran's preference points and seniority credits.
3. Describe how the examinations will comply with generally accepted standards in the field of tests and measurement to include Appendix C City of Jacksonville's Civil Service and Personnel Rules and Regulations, state and federal laws available at the following links http://www.eeoc.gov/policy/docs/qanda_clarify_procedures.html ; <http://www.eeoc.gov/laws/regulations> and Federal Uniform Guidelines on Employee Selection Procedures

Subcriterion (3) - Management of Project & Account (9 Points)

Please provide the following information described below:

1. Describe how the Respondent will service the JEA account.
2. Describe the parameters the Respondent has in place to assess customer service satisfaction.
3. If the Respondent utilizes subcontractors, please outline your subcontractor training program and how consistency is ensured?
4. How will subcontractors be managed?
5. For two (2) of the three (3) customer references provided in Section 1.2.3.5 above, Respondent shall explain how it managed the engagements to realize project budgetary goals, timetables and quality control objectives. Respondent may include copies of actual project management documents.

Subcriterion (4) - Security, Confidentiality & Recovery of Data & Integrity of IO Hiring Process (9 Points)

Please provide the following information described below:

1. Describe the mechanisms in place to ensure security of exam questions, as well as, physical data stored on Respondent site.
2. Describe the measures you take to secure sensitive information.
3. What are your policies regarding the proper maintenance and disposal of personally identifiable information and other sensitive or protected information?
4. Describe your data recovery/backup systems.
5. Describe the process you will use to ensure there is no nepotism or related conflict when hiring Industrial Psychologists whether on staff or subcontractors to work on the account.
6. Describe your process to ensure complete confidentiality.

Respondent may provide this information in its own format.

Respondent may provide this information in its own format.

1.3.1.6 OFFICE PROXIMITY TO JEA

Maximum points for this criterion: 5 Points.

Provide on Appendix B - Proposal Form the address of the Respondent's office where the majority of the work will be performed, and confirm if it is located in Duval County Florida. In order to receive full points for this criterion, Respondent's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in this RFP.

Respondents which are not in Duval County Florida are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Duval County or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

Address of Respondents Office: _____

In order to receive points for this criterion, Respondent's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in the RFP.

Check the box to confirm Respondent meets criterion YES NO

1.3.1.7 JSEB

Maximum points for this criterion: 5 Points

Respondent shall list sub-contractors/sub-consultants that are certified as Jacksonville Small and Emerging Businesses. Listing should include names of the JSEBs, the type of service they will provide and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

COJ/JEA certified JSEB = 5 pts;

Amount of work that will be subcontracted:

Non-JSEB with JSEB partner:

> or = 5% of work = 4 pts

> or = 3% and <5% of work = 3 pts

> or = 2% and <3% of work = 2 pts

> or = 1% and <2% of work = 1 pt

< 1% of work = 0 pts

Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

We have received addenda _____ through _____

Signature of Authorize Officer of Respondent or Agent

Date

Printed Name & Title

Phone Number



CIVIL SERVICE AND PERSONNEL RULES AND REGULATIONS



Revised October 1, 2010



CITY OF JACKSONVILLE, FLORIDA

CIVIL SERVICE

AND

PERSONNEL

RULES AND REGULATIONS

REVISED:

07/01/1982

01/17/1985

05/14/1986

07/16/1987

06/27/1988

12/08/1988

04/23/1990

03/01/1995

08/15/1996

02/26/1998

02/04/1999

10/01/2010

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GENERAL PROVISIONS

.01 SCOPE AND PURPOSE:

These Rules set forth the policies and procedures for the establishment, maintenance and administration of the Civil Service and Personnel Rules and Regulations, pertaining to Civil Service positions and employees within the consolidated City of Jacksonville, herein called "City," as authorized by the City Charter and the Jacksonville Ordinance Code. Unless a contrary provision is negotiated as part of a collective bargaining agreement, the Civil Service and Personnel Rules and Regulations shall govern.

.02 STATEMENT OF POLICY:

The City, through the personnel function, establishes the Personnel Policy of the City by these Civil Service and Personnel Rules and Regulations, including the classification of positions, qualifications for employment and promotions, certifications for employment, demotions, transfers, separations, layoffs, dismissals, compensation, and discipline under which all Civil Service employees and/or potential Civil Service employees will be governed, without regard to race, color, age, marital status, disability, religion, political affiliation, gender, national origin or any circumstance other than merit, qualifications, and lawful compliance with these Rules, City ordinances and state and federal laws. The City's policy shall be to make personnel decisions that result in the best qualified work force to conduct City activities and functions.

.03 IMPLEMENTATION:

Once adopted in accordance with the provisions of the City Charter, these Rules shall constitute the Civil Service and Personnel Rules and Regulations governing those positions and personnel under Civil Service. The Civil Service and Personnel Rules and Regulations consist of, but are not limited to, the following rules:

1. Position (Job) Classification
2. Compensation
3. Recruitment
4. Application and Examination
5. Eligibility Lists
6. Appointments, Status and Transfers
7. Separations and Layoffs
8. Attendance and Leave
9. Disciplinary Actions, Grievances, and Appeals
10. Personnel and Related Programs, Records and Reports
11. Political Activities, Standards of Conduct, and Authorized Activities.

.04 DUTIES AND RESPONSIBILITIES:

The duties and responsibilities indicated in these Rules as applicable to the Head of Human Resources are the responsibilities included in the Charter or ordinance code relative to the personnel function. The Head of Human Resources may, by written delegation, delegate the authority indicated in these Rules, which may include delegation of authority to a department or agency head to administer provisions of the Civil Service and Personnel Rules and Regulations, unless specifically authorized or required by ordinance or state statute to be performed by the Head of Human Resources or other department or agency head. Any delegation as provided in this paragraph may be rescinded by the Head of Human Resources. The Head of Human Resources may issue written interpretations to clarify the intent or application of any provision of these Rules. The responsibilities included in these Rules relative to the department head refer to department directors under the Mayor and department directors under constitutional officers, or to the constitutional officer if no departments are included in the organization. Except where stated, an agency head, without being relieved of responsibilities, may delegate agency head responsibilities, but no lower in the organizational structure than an equivalent level of a department head defined above. Such delegation shall be in writing with a copy furnished to the Head of Human Resources.

1

1
Authority: Article 17, City Charter; The rules and regulations were amended to reflect changes to the ADA.
History: Revised 1/17/85, 12/8/88, 3/1/95

Rule 1

POSITION (JOB) CLASSIFICATION

RULE 1

1.01 STATEMENT OF POLICY:

- (1) The Head of Human Resources shall adopt, alter, amend, or modify in total or in part the position (job) classification plan for the City including specifications for each position under Civil Service and shall be responsible for the overall coordination, review and maintenance of the plan in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules. The plan shall consist of, but not be limited to:
 - (a) Authorized classes of positions with written job specifications for such classes;
 - (b) The classification of each position to its proper class;
 - (c) The classification of positions to a class which has been approved as part of the classification plan;
 - (d) A listing of authorized classes and amendments thereto.
- (2) Each class shall be defined by a class specification, assigned to an appropriate pay grade, class code, and class title. No position shall be filled, unless it has been authorized by appropriate authority and classified by the Head of Human Resources to a class within the classification plan. No position shall be classified within the classification plan until a review of the authority, duties, and responsibilities concerned has been completed.

1.02 ADMINISTRATION OF THE PLAN:

- (1) Each department or agency is responsible for maintaining the integrity of the position (job) classification plan by assuring that employees are performing duties and responsibilities at the level within their respective classes or notifying, as provided in this part, the Head of Human Resources of any substantial change due to reorganization or for other reasons. The Head of Human Resources is responsible for the proper and continuous maintenance of the position (job) classification plan.
- (2) The responsibilities of the Head of Human Resources shall be:
 - (a) Establishment of a uniform classification plan;
 - (b) Overall coordination, review and maintenance of the classification plan;

Rule 1

- (c) Adoption of new classes and the revision or abolishment of existing classes;
- (d) Periodic studies, reviews or surveys to assure the classification plan is current and uniform;
- (e) Development of forms to be used by all departments or agencies in describing assigned duties, supervisory relationships, authorities, special skills required, and other information necessary to determine the proper classification of each position. The submission of forms and other related information shall be in accordance with procedures issued by the Head of Human Resources;
- (f) Pre and/or post-audits of positions to determine that they are properly classified.

1.03 CLASS SPECIFICATIONS:

- (1) Classes shall be adopted, revised or abolished by the Head of Human Resources as necessary for the current maintenance of the Classification plan and such changes shall be reflected in the class specifications.
- (2) Each class specification shall include:
 - (a) **Class Title:** The official title given to the class.
 - (b) **Kind of Work:** Statements as to the kind of work and level of responsibility the class encompasses.
 - (c) **Examples of Work:** Statements of specific tasks and responsibilities which may be required of positions classified to the class but are not restrictive as to being included or excluded.
 - (d) **Knowledge Skills, & Abilities:** Statements of the knowledge, skills and abilities needed to satisfactorily perform the work in the class.
 - (e) **Requirements for Competitive Classes and Entrance Requirements for Noncompetitive Classes:** Statements of the kinds and amounts of training, experience and/or qualifications that are normally required of the class.
 - (f) **Class Code:** The official class code given to the class.
 - (g) **Approval and any Revision Dates:** A listing of the original approval date and the approval dates of any revisions.

Rule 1

- (h) For those classes which are approved by the Head of Human Resources as having a specific **Line of Promotion**, promotional eligibility requirements will be contained in the class specification.
- (3) Interpretation and use of class specifications shall include the following provisions:
- (a) The class specifications are mainly descriptive and not restrictive, except as to the minimum qualification requirements specified therein. The inclusion of particular expressions of characteristics or examples of duties shall not exclude others of similar kind and quality.
 - (b) Any employee may be required by competent authority to perform any of the duties described in the class specification, and any duties which are of similar kind and quality, and any duties of lower classes in the same occupational series or in other series which have similar characteristics, without any reduction in pay or grade, unless or until the position is reclassified. When an employee is temporarily assigned to duties outside of the class specification for the position occupied by the employee, the appointing authority shall notify the employee of the time such assignment is to be made. If the assignment is for more than five (5) working days, such notification shall be in writing, indicating the anticipated duration of the assignment with a copy to the Head of Human Resources. If the assignment is to a higher level class and will be for a duration of twenty (20) days or more, such assignment shall be made from the internal eligibility recruitment list, if in existence, and will be given to the top name on the list within the department. Any such temporary assignment in excess of thirty (30) calendar days shall require approval of the Head of Human Resources.
 - (c) In determining the class to which a position should be allocated, each class specification shall be considered as a whole, giving consideration to the general characteristics, specific examples of duties, responsibilities, education and experience requirements, knowledge, skills and abilities and relationships with other classes.
- (4) Notification of proposed new or revised specifications, with a copy of current specifications or notification of abolishment of classes, shall be furnished to all utilizing departments or agencies and the appropriate employee organization for review and comment. Such notification shall be furnished to the appropriate employee organization at least ten (10) days prior to approval of the new or revised specification, unless concurrence is received prior to the end of the ten (10) day period. Any objection received within the ten (10) day period will be reviewed in accordance with procedures adopted by the Head of Human Resources which shall include a provision for a meeting with the Head of Human Resources or his/her designee.

Rule 1

- (5) After approval, a copy of the revised specification(s) shall be forwarded to the utilizing department or agency, the appropriate employee organization, and the Civil Service Board.
- (6) The requirements for a class shall be job-related and reflect those requirements an individual would need in order to satisfactorily perform the duties concerned upon entry into the class. The following shall be considered in establishing such requirements:
 - (a) Training and experience requirements shall be structured, where possible, to facilitate the progression of employees from lower to higher or lateral levels of work without artificial barriers;
 - (b) Training and experience requirements shall state specific kinds and amounts of qualifying experience and/or education required for an applicant to be eligible for a class. Formal education with no substitution of experience shall not be approved, unless it can be clearly demonstrated that such education is the only practical means of obtaining the knowledge and skills necessary to perform the work of a position. Likewise, formal education will be allowed to substitute for experience on a year-for-year basis, unless experience is the only practical means of obtaining the knowledge and skill necessary to perform the work of a position;
 - (c) Training and experience requirements shall only include occupational qualifications essential for satisfactory work performance;
 - (d) Training and experience requirements shall not include statements related to conduct or reputation of applicants unless required by law;
 - (e) Training and experience requirements shall not be determined by the level of pay desired;
 - (f) Special requirements may be included where required by law or when it can be clearly demonstrated that such requirements are necessary for satisfactory job performance.
- (7) The probationary period for the employees in positions assigned to any class shall be six (6) months, unless a different probationary period is specifically stated in the class specifications.
- (8) The following shall be determined by the Head of Human Resources for each Civil Service class of positions:
 - (a) The class title;
 - (b) The effective date;

Rule 1

- (c) The assigned pay grade;
- (d) The designation as competitive or noncompetitive for examination purposes. Noncompetitive classes are generally labor intensive and require no examination. Such classes will be designated by having entrance requirements in the class specification;
- (e) The designation of each class as either exempt or nonexempt from the overtime provisions of the Fair Labor Standards Act;
- (f) The class code;
- (g) The Equal Employment Opportunity (EEO) category;
- (h) The proposed collective bargaining unit designation.

1.04 POSITION DESCRIPTIONS:

- (1) The employing department or agency shall maintain a current position description for all authorized positions, prepared in accordance with this section. The position description shall include an accurate description of the authority, duties and responsibilities normally assigned to the position and any other pertinent information concerning the position. The current position description shall serve as the official record of the authority, duties and responsibilities assigned to the position and shall be used to classify the position.
- (2) Whenever a significant change is made in the duties and responsibilities of a position involving either the addition of a new assignment or the taking away or modification of existing assignments, such changes shall be reported to the Head of Human Resources by the department or agency head concerned by a current position description no later than thirty (30) calendar days after the duties were changed. Employees occupying such position(s) shall receive a copy of the report.
- (3) Each position description shall be completed in accordance with instructions issued by the Head of Human Resources and signed by the immediate supervisor and an administrative official to certify as to the accuracy of the duties and responsibilities assigned to the position.
- (4) The position description shall include the formal written position description form as well as any and all pertinent information attached to the form for position classification purposes.
- (5) All originals of position descriptions shall be filed in City Human Resources.
- (6) Position descriptions will be used for determining the class to which a position is to be classified.

Rule 1

1.05 POSITION CLASSIFICATION AND RECLASSIFICATION:

- (1) The Head of Human Resources shall have the responsibility to classify new positions authorized in the budget; to classify positions that are reallocated in lieu of positions deleted from the budget; and to reclassify currently authorized positions.
- (2) Classification and reclassification of positions shall be to classes within the classification plan or new classes adopted by the Head of Human Resources.
- (3) Any classification or reclassification requested by a department or agency head shall be initiated by preparation of a current position description.
 - (a) If a budget authorization is required to effect a classification or reclassification, no classification or reclassification will be effected until the required authorization has been obtained.
 - (b) If the adoption of a new or revised class is requested, the department or agency head shall furnish to the Head of Human Resources, in addition to a current position description, any other material which would justify the authorization of the new or revised class.
- (4) The Head of Human Resources shall notify the department or agency head of the action taken on the requested classification or reclassification, along with the date such action is effective, prior to any personnel actions being taken on such position.
- (5) The status of an incumbent upon reclassification of a position shall be in accordance with the following:
 - (a) When a position is reclassified to another class at the same salary level, the incumbent shall be entitled to a reassignment appointment with the same status as held in the former class provided the employee meets the training and experience requirements for the new class.
 - (b) When a position is reclassified to a class with a higher salary level, the incumbent, meeting the minimum qualifications of the reclassified position, shall be afforded the opportunity, along with other eligible employees, if any, to take any examination given for such position where there is no eligibility list for the reclassified position. In such cases, the incumbent may be promoted provisionally to such position until the subsequent eligibility list is certified or for six (6) months, whichever is sooner. If there is an existing eligibility list for the reclassified position, a special examination shall be held for such incumbent and the incumbent shall, upon passing such examination, have the right to be placed on said existing eligibility list, unless the incumbent

Rule 1

had previously taken the examination for the existing list. An incumbent who is unsuccessful at such examination or where no examination is given shall be subject to the layoff provisions.

- (c) When a position is reclassified to a class with a lower salary level, the incumbent shall be entitled to a reassignment to a vacant position in the same class or in a comparable class at the same level, provided the employee meets the training and experience requirements, without change in status. In the event that such reassignment cannot be effected within sixty (60) days, the incumbent shall be demoted to the lower class, or at the incumbent's option, laid off subject to the provisions of the layoff rule.
- (6) The classification or reclassification of any position shall be subject to a post-audit review by the Head of Human Resources to determine the accuracy of the classification actions. If it is determined by the Head of Human Resources that the authority, duties and responsibilities officially assigned the position are not in accordance with the concepts and allocation factors contained in the class specification issued by the Head of Human Resources, a classification correction may be issued by the Head of Human Resources, if such correction is made within six (6) months from the effective date the position was classified.
- (7) When a position is classified or reclassified, the pay for the employee filling the position shall be in accordance with Rule 2, Compensation, unless otherwise provided by the provisions of a ratified collective bargaining agreement.

1.06 USE OF CLASS TITLES:

Official class titles and class codes shall be used on all personnel and payroll records, in reports, and in the preparation of budgets unless a variation is approved by the Head of Human Resources.

1.07 ORGANIZATIONAL CHARTS:

Organizational charts must be submitted. Procedures shall be established by the Head of Human Resources for their submission and approval. Such charts must show all budgeted positions within the organization as classified by the personnel function and must reflect supervisory and reporting relationships. Designation of a class as being immediately below in rank to that of an appointed or election official or as serving as immediate assistant to the same must be approved by the Head of Human Resources and annotated by the personnel on the approved organizational chart. Copies of approved organizational charts shall be forwarded to the Civil Service Board.

Rule 1

1.08 BRINGING POSITIONS UNDER THE CLASSIFIED SERVICE:

When the provisions of the City Charter are changed or when the City through ordinance or state statute assumes responsibility of an additional function, any such position, as a result of these actions, to be placed under the Civil Service shall be classified and any incumbent employee appointed in accordance with procedures established by the Head of Human Resources.

2

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Authority: Sections 17.03, 17.05, 17.06, City Charter;
History: Revised 7/1/82, 1/17/85, 12/8/88, 3/1/95

Rule 2

COMPENSATION

RULE 2

2.01 STATEMENT OF POLICY:

- (1) Pay plans shall consist of the approved assignment of pay ranges to classes, the salary schedules of the pay ranges, and the policies and procedures to be utilized in paying employees placed in positions classified by the Head of Human Resources.
- (2) Salary schedules of pay ranges shall consist of pay grades with minimum and maximum rates being established for all pay ranges.
- (3) An employee's base rate shall not be in excess of the maximum rate of the pay range for the class to which the position occupied by the employee is assigned.
- (4) It is the policy of the City to pay a fair and equitable salary based on the responsibility of the position within the City and upon the performance of the individual occupying that position.
- (5) This rule shall be consistent with public policy and shall be within allocated financial resources and in accordance with procedures established by the appropriating authority and shall be administered in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.

2.02 ESTABLISHING AND MAINTAINING ANNIVERSARY DATES:

Each employee's anniversary date for pay purposes shall be established twelve (12) calendar months, to the date, following either an initial/original appointment, a reinstatement appointment, or a promotional appointment (except on a provisional basis). An employee's anniversary date shall be changed, in accordance with the following:

- (1) When an employee with permanent status is promoted and subsequently demoted prior to attaining permanent status in the higher class, the employee's anniversary date shall revert to the same date as that established prior to the promotion.
- (2) When an employee is absent without pay for one (1) day or a total of eight (8) hours accumulated as applicable, the anniversary date shall be advanced in accordance with procedures established by the Head of Human Resources for adjusting employment dates.

Rule 2

- (3) When an employee is granted a probationary increase during or at the end of the probationary period, the anniversary date shall be changed to one (1) calendar year from the effective date of such raise.
- (4) The Head of Human Resources shall determine whether an employee's anniversary date will be adjusted in circumstances other than those listed above.

2.03 PAY UPON REASSIGNMENT:

The pay of an employee who is reassigned shall be established at the rate which most closely approximates the employee's salary prior to reassignment.

2.04 PAY UPON REINSTATEMENT FROM A REEMPLOYMENT LIST:

The rate of pay for an employee who is reinstated from a reemployment list shall be determined by the appointing authority. This rate may be established up to the rate at which the employee was being paid just prior to separation, plus any general adjustment made in the pay range while the employee was separated from City service.

2.05 PAY UPON REINSTATEMENT FROM A LAYOFF LIST:

An employee who is reinstated from a layoff/demotion or layoff/reemployment list may be paid up to the rate at which he or she was being paid just prior to being demoted or laid off, plus any general adjustment made in the pay range while the employee was in a demoted class or laid off.

2.06 DUAL EMPLOYMENT AND COMPENSATION:

- (1) No employee may be employed either within or outside city government, performing any duties that are in violation of the Code of Ethics for Public Officers and Employees, Florida Statutes.
- (2) No employee shall be compensated by another employer for work performed during those working hours for which the employee is scheduled to be performing duties for the City.
- (3) Unless recommended by a department or agency head and approved by the Head of Human Resources, no employee shall be employed or compensated by more than one department or agency of the City.
- (4) Unless recommended by a department or agency head and approved by the Head of Human Resources, no employee shall fill more than the equivalent of one full-time position, or secure compensation simultaneously from two different appropriations.

Rule 2

2.07 HONORARIA:

- (1) An honorarium is defined as an honorary payment for services rendered by an employee to any organization or employer other than the department or agency within the City where employed but not regular salaries or wages.
- (2) An employee shall be eligible to receive an honorarium if:
 - (a) The department or agency head has granted prior approval for the employee to perform the services for which the honorarium is to be paid; and
 - (b) The employee is required to use annual, vacation, compensatory leave, or leave without pay to cover all absences from duty, including travel time, for the period during which services are being rendered; and
 - (c) Preparation for the services to be rendered is not accomplished during the employee's normal working hours, and no City facilities, personnel, or equipment are used; and
 - (d) No travel expenses or per diem are paid by the City; and
 - (e) Rendering of the services in no way interferes or is in conflict with the employee's regularly assigned duties and responsibilities.
- (3) A report of all payments of honoraria shall be made to the City Treasurer within seven (7) days of receipt thereof.
- (4) An employee of a department or agency who renders services to another department or agency within the City shall not be paid an honorarium for such services, except when required by law to be paid an honorarium. In such cases, the employee's salary shall be reduced by an amount equal to the honorarium received, unless payment of both salary and honorarium is approved by the Head of Human Resources and the appropriate budgeting review authority, or unless the employee is on approved annual or vacation leave. A department or agency may lend the services of an employee to another department or agency for a period not to exceed two (2) work weeks without requiring the using agency to reimburse the employee's department or agency for the services rendered. Unless approved by the Head of Human Resources and the appropriate budgeting review authority and reimbursed by the using agency, no employee shall render services for a period in excess of two (2) work weeks to a department or agency other than the one by which employed.

Rule 2

2.08 SPECIAL ASSIGNMENT:

When an employee volunteers for and accepts a special assignment that does not constitute a separate classification on a full or part time basis not to exceed one year, the employee shall continue to be paid at the appropriate pay rate for his/her classification. Such special assignments may include but are not limited to such purposes as: training others, being trained, representing the City in civic activities, and participating in quality improvement teams.

2.09 EFFECTIVE DATE OF SALARY CHANGES:

- (1) The effective date of all salary changes provided for in these Rules shall be:
 - (a) The date specified by the department or agency head provided, however, no effective date shall be prior to the beginning of the pay period in which the change was approved by the department or agency head, Head of Human Resources and appropriate budgeting review committee or authority.
 - (b) The date approved by the Head of Human Resources when any other salary changes are approved.
- (2) When the effective date of a salary change has been determined in accordance with this section, the employee shall be paid the old rate of pay for each day in the pay period prior to the effective date of the salary change, and the new rate shall be paid beginning the effective date of the change.

2.10 PAYROLL CORRECTION:

A payroll correction shall be made by a department or agency head to provide the salary increase or decrease to be effective the date of eligibility of the employee for the pay change if processed within two (2) pay periods following the pay period in which the employee's salary was to be changed. If not processed within two (2) pay periods, the Head of Human Resources will, upon request of a department or agency head, determine the action to be taken.

Rule 2

2.11 LIMITATIONS:

- (1) **Budgetary Limitations:**
 - (a) All provisions of these Rules related to salaries are contingent upon funds being available.
 - (b) Any deviation from paying employees in accordance with the provisions of these Rules because of budgetary limitations must be approved by the Head of Human Resources.
- (2) Other Limitations: An employee's base salary shall not exceed the maximum of the pay range for the class.

3

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Authority: Sections 17.03, 17.05, 17.06, City Charter; Chapter 106, 116 and 129, Ordinance Code; Chapter 112, Part III, F.S.
History: Revised 7/1/82, 1/17/85, 12/8/88, 4/23/90, 3/1/95, 10/1/10

Rule 3

RECRUITMENT

RULE 3

3.01 STATEMENT OF POLICY:

- (1) Recruiting efforts to fill vacancies in the City shall be the responsibility of the Head of Human Resources. However, in those instances where the Head of Human Resources determines it to be more effective and/or economical to conduct recruiting on a specialized basis, such recruiting may be carried out in conjunction with the employing unit. All recruiting shall be in compliance with these Rules.
- (2) Recruiting shall be designed to reach all segments of the population.
- (3) Applicants for positions shall be recruited on the basis of the training and experience requirements established for the class to which the position(s) is assigned in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.
- (4) The recruiting program shall be carried out in a manner that assures open competition and provides for the opportunity to meet affirmative action goals by the employing agencies in accordance with Equal Employment Opportunity and other applicable laws.
- (5) The Head of Human Resources shall develop, initiate and maintain a Recruiting Public Awareness Program with local education and training institutions and the general public as to the current and projected skill and manpower needs of the City.
- (6) Applications for announced vacancies shall be directly accepted by Recruiting and Examining, unless a different procedure is approved by the Head of Human Resources.
- (7) All recruiting literature shall contain the phrase "An Equal Opportunity/Affirmative Action Employer."
- (8) Recruiting programs may include but are not limited to:
 - (a) Establishment of a recruitment program with universities, colleges, and technical and vocational schools;
 - (b) Electronic media advertisement;
 - (c) Local or national advertisement of current vacancies through newspapers and professional publications;

Rule 3

- (d) Establishment of a recruiting program with organizations with a substantial membership of minorities, women, disabled, or other groups that are under- represented in the City's work force.

3.02 USE OF PRIVATE AND/OR STATE EMPLOYMENT AGENCIES:

The services of licensed private or state employment agencies may be utilized by the Head of Human Resources for recruitment for professional or technical level positions provided:

- (1) No active registers of eligible applicants are on file with the personnel function;
- (2) Recruiting efforts have been unable to produce qualified applicants;
- (3) That no fee or charges for services rendered shall be paid by the personnel function or by the employing department or agency without approval of the Head of Human Resources;
- (4) When the services of a licensed private or state employment agency are needed, the agency head shall notify and secure approval from the Head of Human Resources, after furnishing certification from the employment agency that its services are provided on a nondiscriminatory basis in compliance with these Rules.

4

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Authority: Section 17.01, City Charter;
History: Revised 1/17/85, 12/8/88, 4/23/90, 3/1/95

Rule 4

APPLICATION AND EXAMINATION

RULE 4

4.01 STATEMENT OF POLICY:

- (1) Applicants will apply for positions through Human Resources, unless approval is obtained from the Head of Human Resources by a department or agency head for specialized recruiting and selection procedures.
- (2) Application and referral procedures for noncompetitive classes will be determined by the Head of Human Resources.
- (3) Application and examination procedures to be utilized for competitive classes will be determined by the Head of Human Resources in consultation with representatives from the affected department or agency.
- (4) All selection procedures shall comply with principles outlined in the Federal Uniform Guidelines on Employee Selection Procedures and all other applicable laws and ordinances and in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.
- (5) The Head of Human Resources shall establish written procedures to safeguard the integrity and security of selection procedures, and it shall be his/her responsibility to ensure compliance with such procedures. Failure to comply with the established security procedures shall constitute a violation of Civil Service and Personnel Rules and Regulations.
- (6) Any delegation of authority made by the Head of Human Resources to any department, division or agency, pursuant to these Rules, and the application of such authority, shall comply with the applicable provisions of these Civil Service and Personnel Rules and Regulations.
- (7) Each department or agency head shall ensure that positions are filled in a manner consistent with the intent of these Rules.

4.02 APPLICATION:

- (1) **Application for Examinations:**
 - (a) **External Examinations** - The Head of Human Resources shall give public notice of all external examinations at least five (5) working days in advance of the closing date for receiving applications for the examination. Applications for examinations and referrals may be accepted on a periodic or continuous basis.

Rule 4

- (b) **Internal Examinations** - It shall be the responsibility of Human Resources to post the notice and requirements for the position and applications in the most efficient manner to ensure that each individual in the line of promotion (Priority 1) has access to the posting of a scheduled internal examination at least ten (10) working days prior to the closing date for that examination; or when all eligible employees have applied or waived in writing.
 - (c) An internal or external examination may be administered at any time after the close date when the examination date is posted on the announcement. When no examination date is posted, the examination can't be given for five (5) calendar days from the closing date.
 - (d) A City employee must have at least twelve (12) months' satisfactory service in his/her present position immediately prior to the examination date to apply, unless otherwise mutually agreed upon between the department head and the employee, and with the approval of the Head of Human Resources. Qualifications for Internal Recruitment shall be determined as follows:
 - 1. **Priority 1** - Permanent employees in the promotionally eligible class(es) within the City or JEA or Duval County School Board.
 - 2. **Priority 2** - All other City employees within the department who meet the open requirements.
 - (e) If the Head of Human Resources determines that internal recruitment may not generate a sufficient pool of qualified candidates, he/she may direct an external recruitment simultaneous with, or following, the internal advertisement. Such external recruitment shall include public notice of the position(s) to be filled for a minimum of five (5) working days during which time applications will be accepted.
 - (f) The Head of Human Resources may direct continuous recruitment for specified positions when he/she determines it is in the best interest of the service. Such decisions shall be reviewed annually.
- (2) **Filling Vacancies:**
- (a) **By External Recruitment:**
 - 1. When a position is advertised to the public, applications will be accepted by the Recruiting Section of Human Resources for a minimum of five (5) working days. Eligibility will be determined based on the eligibility requirements identified in the class specification.

Rule 4

2. Pre-employment screenings may be utilized to assist in determining qualified applicants.
3. In addition to the pre-employment screenings, qualified applicants may be further evaluated utilizing a Civil Service examination and/or the City's matrix evaluation procedure, which includes the interview process.
4. Veterans' Preference and EEO/AA goals shall be applied in accordance with applicable laws.
5. When the aforementioned steps have been completed, prior to making a final decision, a post-offer physical must be given to employees entering a Civil Service classification.
6. When deemed appropriate by the Head of Human Resources, additional recruitment avenues may be utilized.

(b) **By Internal Recruitment:**

1. Temporary employees may be automatically appointed to Civil Service positions on the basis of seniority, qualification, and performance for those entry level classes authorized by the Head of Human Resources and identified in the class specification as noncompetitive.
2. A vacant position will be advertised internally. Qualified permanent City employees seeking promotion may apply for the position during the advertisement period.
3. City employees may not apply under Priority 2 for positions requiring a certification from an outside agency, unless deemed appropriate by the Head of Human Resources.
4. Examinations of Priority 2 candidates shall be graded and sealed and shall be opened only when the Priority 1 eligibility list has been exhausted or depleted. Priority 2 examinations that remain sealed at the end of ninety (90) days will be voided.
5. Veterans' preference and EEO/AA goals shall be applied in accordance with applicable laws.
6. When the aforementioned steps have been completed, prior to making a final decision, a post-offer physical may be given to employees entering a Civil Service classification.

Rule 4

7. If the vacancy can not be filled by internal means, the position will be advertised to the public in a manner deemed appropriate by the Head of Human Resources.

(3) **Qualification of Applicants:**

- (a) Applicants must furnish acceptable evidence of meeting requirements (i.e., copies of college transcripts from an accredited institution, certificates, diplomas, etc.) upon application for each position, unless an extension is granted by the Head of Human Resources. An employment application must be signed by the applicant and the truth of all statements contained therein shall be certified by the applicant's signature. Age requirements shall apply to the applicant's age as of the date of the examination. Upon request by the applicant, the Head of Human Resources may determine that an applicant's qualifications are equivalent to the training and experience required for a class.
- (b) Applicants who can show evidence of completion of education or license requirements but who are awaiting a formal degree from an accredited institution, certificate, or diploma, shall have their applications accepted. Such documentation (formal degree from an accredited institution, certification, diploma, etc.) must be produced prior to employment in the class.
- (c) Internal examinations shall be administered only to City Employees who meet the requirements listed in the class specifications in accordance with provisions established in Rule 4.02(1)(d) 1 and 2.
- (d) Internal applicants with Civil Service Status who have been reassigned without change in status may receive credit for time served in the former class, for the purpose of determining eligibility to participate in the internal examination, if determined by the Head of Human Resources at the time of reassignment in accordance with Rule 6.02(5)(c). For cases in which no determination was made at the time of reassignment, the Head of Human Resources will make such determination at the time of determining the candidate's eligibility.
- (e) Employees will only be eligible to participate in internal examinations for classes having higher salary ranges than that of their present class, unless approval is obtained from the Head of Human Resources. The employee's name shall be placed on the internal eligibility list in rank order along with the names of the other examinees. Appointments of such employees shall be made in accordance with Rule 5.

Rule 4

(4) Disqualification of Applicants:

- (a) The Head of Human Resources may reject the application of a person, may refuse to grade the test paper of an examinee, or may remove or refuse to certify a candidate's name from an eligibility list if it is found by the Head of Human Resources that the person:
1. Lacks any of the established requirements as listed in the class specifications;
 2. Has made a false statement of material fact in the employment application or on the medical certificate;
 3. Is physically unable to perform the required duties of the class as evidenced by:
 - a. Not being able to adequately describe or demonstrate how he/she will perform the duties; and/or
 - b. A physical agility test; or
 - c. A statement from the applicant's physician that the applicant cannot safely perform the agility test;⁵
 4. Is addicted to the use of alcohol or other drugs to the extent that performance of job duties is impaired;
 5. Has been convicted of a felony or first degree misdemeanor directly related to the position sought. ⁵
 6. Has been dismissed within the previous year from a position in the City service for cause or has resigned while charges for dismissal for cause were pending;
 7. Has received information regarding the examination to which applicants are not entitled;
 8. Has used or attempted to use political influence or bribery to gain an advantage in securing employment.

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Note:

If the test is administered prior to making a job offer to assure that the test will not harm the applicants, the employer can request each applicant's physician to respond to a very restricted inquiry which describes the specific agility test and asks "Can this person safely perform this test?"

Rule 4

9. If an employee whose conduct at any time during the previous twelve (12) months has been unsatisfactory and has resulted in written discipline (not including oral or written counseling) which was accepted by the employee or confirmed by the Civil Service Board or the collective bargaining process.
- (b) Applications will not be accepted after the closing date, unless approval is obtained from the Head of Human Resources.
 - (c) Applications may be disapproved by the candidate's department or agency head for the reasons stated below:
 1. If the employee has documented unsatisfactory service during the twelve (12) months immediately prior to the examination date, his/her internal application may be disapproved. If such an employee is recommended for participation in the internal examination, the department head shall furnish written justification with the recommendation.
 2. If an applicant was promoted to the class for which the internal examination is being held and subsequently demoted to his/her present classification, his/her internal application may be disapproved. Such demotion must have been within the twelve-month period prior to the closing date of the examination.

It shall be the responsibility of the department or agency head to notify the applicant of this disapproval and the applicant's right to file a grievance in accordance with (d) below.

An applicant may be granted approval by the Head of Human Resources to participate in the examination, pending final decision on such grievance by the Civil Service Board. The examination paper of such applicant shall be sealed and shall not be graded, unless approved by the Civil Service Board.

- (d) A permanent Civil Service employee who alleges that the Civil Service and Personnel Rules and Regulations have been violated in the rejection of an application may file such grievance with the Civil Service Board.

4.03 EXAMINATION:

(1) Types of Examination:

- (a) Competitive examinations may be assembled or unassembled or a combination of the two:

Rule 4

1. Competitive, unassembled examinations will be evaluations of education, training and experience.
2. Competitive, assembled examinations may include, but are not limited to, written examinations, performance examinations, assessment centers, physical agility tests, or performance tests.
3. The Head of Human Resources may authorize the automatic establishment of an eligibility list when the number of internal eligibles is equal to or less than the number of vacancies in a particular class. Under this provision, the names of eligibles will appear on the register with a score of seventy (70). Employees who waive their rights to an internal examination will not be counted as eligibles for the purpose of determining whether this provision is applicable. Under this provision, Rule 4.02(1)(b) shall not apply.

(2) **Examination Administration:**

- (a) The Head of Human Resources shall determine the date, time, and location for the administration of examinations. The Head of Human Resources may request that the affected department or agency provide monitors for assistance in examination administration.
- (b) For examinations involving subjective scoring procedures, where practicable, steps shall be taken to conceal the identity of examinees from persons scoring the examinations.
- (c) For examinations involving the administration of typing and/or dictation performance examinations, the performance examination(s) will not be required if one the following criteria is met by applicants:
(1) the present classification possesses the same proficiency requirement as the examination; (2) an evaluation rated as full/satisfactory or higher for the proficiency area required is certified by the recommending department at the time of application; (3) a certification of satisfactory completion of requirements from an authorized agency.
- (d) Once an examination has been held, no applicant shall be given a special examination, except when needed as a reasonable accommodation for an applicant with a disability or when an employee's military leave has prevented participation in an examination.

Employees who return from military leave of absence will be allowed to request a make up exam and to receive their study material. They must provide a copy of their DD-214 or other military orders providing release from military duty. They will be allowed the same amount of

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time to study as the original group that took the exam with the clock beginning after their request.

- (e) Candidates may be given information concerning the subjects and/or reading materials upon which examinations are to be based, provided that all candidates are furnished this information in the same manner.
- (f) The Head of Human Resources may void or declare invalid an examination or any part of an examination if it is found by the Head of Human Resources that the examination is not job-related, that established security procedures were violated during the examination process, that an examinee or examinees received an unfair advantage on the examination, or for any other cause determined by the Head of Human Resources to be in accordance with these Rules or any applicable law.
- (g) Prior to conducting assessment center-type examinations, written rules governing their administration shall be issued by the Head of Human Resources in conformance with these Rules.

(3) **Examination Scoring:**

The Head of Human Resources shall determine a score for each examinee computed in accordance with the weights assigned to the various parts of the examination. Failure on one part of an examination may be considered sufficient for failure of the entire examination or disqualification of the applicant for subsequent parts of the examination. The passing grade for examinations shall be seventy (70%) percent except when the Head of Human Resources certifies that the seventy (70%) percent passing score results in an adverse impact (as defined by the Federal Uniform Guidelines on Employee Selection Procedures) on any federally-protected class. A new, validated passing score shall be established using psychometrically sound procedures that are in accordance with the Federal Uniform Guidelines on Employee Selection Procedures.

- (a) **Seniority Credit:** to the passing scores of examinees on an internal examination, except for Priority 2 candidates and employees covered by the International Association of Firefighters, an additional:
 - 1. One (1) point shall be added for each year of continuous service in the class(es) immediately below the class within the class series for which the examination has been held, up to a maximum of five (5) points; and
 - 2. One half (1/2) point shall be added for each year of continuous service in classes identified in the class series of the class for which the internal examination has been held, up to a maximum of five (5) points;

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3. And for employees covered by the International Association of Firefighters only:
 - a. To the passing scores of candidates on internal examinations, one half (1/2) point shall be added for each year of continuous service in the Fire and Rescue Department, up to a maximum of five (5) points.
 - b. To the passing scores of candidates on internal examinations, an additional one half (1/2) point shall be added for each continuous year in the class or position immediately below the class for which the promotional exam is given, up to a maximum of five (5) points.
 - 1) Provided, however, no such credit will be given when an internal examination is held for any class of employment which is directly above the entrance level.
 - 2) The entrance level shall be construed as the lowest entrance level at which the employees or any portion thereof participating in such internal examination entered the service of the Fire and Rescue Department.
4. Civil Service examinees who have been reassigned without a change in status to their present class or to a class in line of promotion to their present class, may receive seniority credit for time in the former class(es), if stipulated by the Head of Human Resources at the time of reassignment. For cases in which no determination was made at the time of reassignment, the Head of Human Resources will make such determination at the time of determining the examinee's seniority credit, using the same criteria that would have been used at the time of reassignment.
5. Seniority Credit will not be given for:
 - a. Connected broken service.
 - b. Service of Priority 2 candidates participating in an internal examination.

(b) **Veterans' Preference:**

Veterans' preference shall be granted in accordance with Florida Statutes 250 and 295 as may be amended.

All applicants claiming veterans' preference shall be required to notify Human Resources, request veterans' preference, and provide evidence of their

Rule 4

eligibility at the time that the request for veterans' preference is made. Failure by a hiring agency to comply with the provisions of these Rules may result in penalties as prescribed by law.

(c) **Notice of Examination Results:**

After an examination, the Head of Human Resources shall notify examinees of their examination results.

(4) **Examination Review and Grading:**

Human Resources will permit Priority 1 examinees to vote whether or not an examination review/protest hearing will be held. Unless a majority vote in favor of an examination review/ protest hearing, examinees will select two (2) representatives to serve on the Examination Grading Committee, as applicable.

When a majority of examinees have voted in favor of the examination review/ protest hearing, they shall select two (2) representatives to serve on the Protest Hearing and Examination Grading Committees, as applicable.

The Protest Hearing and/or Examination Grading Committees shall consist of the Human Resources Examiner who administered the examination, two (2) members of the Examination Development Committee, and the two (2) committee representatives selected by the examinees. These representatives shall be employees of the City, familiar with the duties of the position for which the examination is being conducted, at or above the level of the position for which the examination is being conducted, and not be members of the immediate family of an examinee as defined in these Rules.

(a) The internal examination's review/protest hearing process is as follows:

1. Examinees will be permitted to review examination items and responses during the time periods as follows:
 - a. For examinations with fifty (50) or fewer examinees, for five (5) working days immediately following examination administration.
 - b. For examinations with more than fifty (50) examinees, for ten (10) working days immediately following examination administration.

Examinees must file, in writing, any protests concerning examination items and responses, during this time period.

2. Following the review period, the Protest Hearing Committee shall review and vote on any contested items. The Examiner shall not vote, except in case of a tie. The decision of the committee concerning the contested questions shall be final and not grievable.

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- (b) Internal examination papers may be graded by the Examination Grading Committee following the administration of an exam or after the examination's review/protest hearing process is completed.
- (c) Examinees may review a copy of their completed (graded and unsealed) examination papers, along with the examination questions and answer sheets, by appointment. A manifest error in the scoring of an examination shall be corrected, but such correction shall not invalidate any certification or appointment previously made, unless the employee appointed from the eligibility list established by the examination is still serving in the probationary period for that promotion. Disputes concerning examination items shall be reviewed in accordance with procedures established by the Head of Human Resources.
- (d) In the event that a written examination is part of a selection process, and used as a pass/fail screening device for inclusion in an additional selection process, the examinees may review a copy of their completed (graded) examination papers, along with the examination questions and answer sheet, by appointment. On the date of the written exam, Examining will notify the examinees as to the starting and ending date of this special review process. There shall be no remedy for any error found on the written examination after this review period.
- (e) When an examination is used to screen examinees eligible for the final phase of a selection process, the period during which the examination papers can be reviewed shall be limited to a time specified by the Head of Human Resources. This special review will be done by appointment and sufficient time will be allotted for all candidates to have the opportunity to review the graded papers. This special review period shall constitute the only opportunity to challenge manifest errors on the written examination; and when used, the remedies described in Rule 4.03(4)(a) do not apply.

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Authority: Sections 17.01, 17.03, 17.04, 17.05, 17.06 City Charter; : Chapters 119, F.S.
History: Revised 7/1/82, 3/8/84, 1/17/85, 7/16/87, 12/8/88, 4/23/90, 3/1/95, 10/1/10

ELIGIBILITY LISTS

RULE 5

5.01 STATEMENT OF POLICY:

- (1) Eligibility lists shall be maintained by the Head of Human Resources in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.
- (2) Placement on eligibility lists shall be based on qualifying in accordance with Rules 4.02 and 4.03 of these Rules. However, eligibility lists may be established without examination in accordance with Rule 7 (Separations and Layoffs).
- (3) When an eligibility list for a class is not available, the Head of Human Resources may determine an appropriate eligibility list to be used in lieu of said list, unless otherwise provided by these Rules.
- (4) The Head of Human Resources may delegate direct hiring authority to establish eligibility lists to departments and agencies with demonstrated capabilities.
- (5) Employees with provisional status cannot continue in such status beyond thirty (30) calendar days after the establishment of an eligibility list, unless an extension is requested in writing by the agency or department head and approved by the Head of Human Resources.

5.02 ESTABLISHMENT AND USE OF ELIGIBILITY LISTS:

- (1) The following types of eligibility lists shall be established and maintained by the Head of Human Resources:
 - (a) **Internal Recruitment Priority 1:** Eligibility lists of permanent employees in the promotionally-eligible class(es) within the City from which promotional appointments may be made. Eligibles shall be ranked by final score or rating and seniority points.
 - (b) **Internal Recruitment Priority 2:** Eligibility lists of City employees within the department who meet the open requirements and for positions in the JEA only, St. Johns River Power Park employees who meet the open requirements and who have worked a minimum of 1,820 hours in the twelve (12) month period immediately preceding the examination date. Eligibles shall be ranked by final score or rating only.
 - (c) **External Recruitment:** Eligibility lists which may be used for making original appointments. Eligibles are determined by a pass/fail examination and listed in random order. The order of selection from the randomized eligibility list is not prescribed by these Rules.

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- (d) **Layoff/Demotion:** Eligibility lists which shall be used for reinstatement appointments in the same class within the competitive area of former employees who were laid off or demoted. Eligibles are listed in classification date order in accordance with Rule 7.03.
 - (e) **Priority Reemployment:** Eligibility lists of permanent employees who have separated or were reassigned due to disability and who are determined to be capable of returning to their former or lower level positions. Eligibles are listed in random order. The order of selection from the randomized eligibility list is not prescribed by these Rules.
 - (f) **Layoff Reemployment:** Eligibility lists which may be used for reinstatement appointments to comparable or lower level classes citywide of former permanent employees who were laid off or demoted. Eligibles are listed in random order. The order of selection from the randomized eligibility list is not prescribed by these Rules.
 - (g) **Reemployment:** Eligibility lists of permanent employees who have resigned from Civil Service who request to be placed on lists for the class from which separated or lower level classes in the same class series. Eligibles are listed in random order. The order of selection from the randomized eligibility list is not prescribed by these Rules.
- (2) The life of a non-continuous recruitment external, Layoff/ Demotion, Priority Reemployment, and Layoff Reemployment eligibility list shall normally be for one (1) year, unless extended, exhausted, or declared depleted by the Head of Human Resources.
 - (3) The life of an Internal Recruitment Priority 1 Eligibility List shall be for two (2) years, unless extended, exhausted, or declared depleted by the Head of Human Resources.
 - (4) The life of an Internal Recruitment Priority 2 Eligibility List shall be for ninety (90) calendar days, unless extended, exhausted, or declared depleted by the Head of Human Resources. After the initial ninety (90) calendar day period, the list may be converted to an unranked external list which may be utilized by any department for an additional period of two hundred seventy five (275) calendar days.
 - (5) Eligibility lists shall be effective on the date that they are approved by the Head of Human Resources.
 - (6) The Head of Human Resources shall establish written procedures for notifying eligibles whose names have been removed from an eligibility list either for cause as defined in Rule 5.03 or where the list has been declared to be depleted.

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- (7) The Head of Human Resources may place a class on continuous recruitment when there is a continuing need for applicants due to high turnover rates, specialized qualifying requirements, a large number of positions in the class, and/or other reasons deemed appropriate by the Head of Human Resources. Continuous recruitment examinations shall be scheduled on a recurring basis at intervals that may vary from class to class. When a class is placed on continuous recruitment, the original approved external recruitment eligibility list shall be amended if new candidates are to be added. The Head of Human Resources shall establish written procedures for the manner in which eligibles are added to an eligibility list subject to continuous recruitment.
- (8) **External Recruitment Eligibility List:**
 - (a) When an external recruitment eligibility list has been determined by the Head of Human Resources to be inadequate for the filling of vacancies, the Head of Human Resources shall announce another examination to replenish the existing eligibility list for the class. The names of the persons on the original list shall remain on that list until the list expires or until removed in accordance with Rule 5.03 below. In this situation, the expiration date of the eligibility list shall remain the same.
 - (b) When an external recruitment eligibility list has been determined by the Head of Human Resources to have been depleted, the Head of Human Resources shall announce another examination to establish a new eligibility list for the class. The eligibles remaining on the list shall be notified in writing of the depletion of said eligible list and advised to apply for the new examination to extend their eligibility.
- (9) Permanent employees who have been laid off or demoted due to reduction in force shall have their names placed on the appropriate layoff lists in accordance with Rule 7.
- (10) Any permanent employee who has resigned from Civil Service may request to have his/her name placed on reemployment lists of the class from which separated and lower level classes in the same class series, provided such request is made in writing to the Head of Human Resources within six (6) months of the effective date of the separation. If approved, the employee's name shall remain on the list for no longer than one year beyond the effective date of the separation.
- (11) Any permanent employee who has separated due to disability and who is later determined to be capable of returning to the former or a lower level position may request to have his/her name placed on Priority Reemployment lists of the class from which separated and lower level classes in the same class series. Such request must be made in writing to the Head of Human Resources within six months of the determination by the City's Medical Review Officer that the employee is capable of returning to work. If approved, the employee's name shall remain on the lists for no longer than one year beyond the date the employee's name is placed on the lists.

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- (12) Appointments shall be made from appropriate eligibility lists in the following order:
 1. Layoff/Demotion
 2. Priority Reemployment (Disability)
 3. Layoff Reemployment
 4. Internal Priority 1
 5. Internal Priority 2
 6. External, Reemployment (Resignation)
- (13) Priority 1 internal eligibility lists shall be prepared on a citywide basis, excluding Duval County School Board and JEA.
- (14) Priority 2 internal eligibility lists shall be prepared on a department or Duval County School Board or JEA basis.
- (15) An external eligibility list to fill a vacancy for an external appointment shall be submitted to the appropriate department.
- (16) An internal eligibility list (Priority 1 or 2) to fill a vacancy shall be submitted to the appropriate department which shall select the top name on the eligibility list, except as provided in paragraph 17 below. The entire internal Priority 1 list must be exhausted before accessing an internal Priority 2 or external eligibility list.
- (17) When filling a vacant position which has been designated by the Head of Human Resources as being immediately below in rank to that of an appointed or elected official, or positions which serve as immediate assistants to appointed or elected officials, or for all managerial and confidential positions as defined in the Florida Statute 447, the top three (3) names on the internal eligibility list shall be certified to the appointing authority; if only two (2) names remain on the internal eligibility list, both names shall be certified; if there is only one (1) name remaining on the internal eligibility list and no additional employees have become eligible since the last examination, or if only one (1) employee is eligible to fill the vacancy on a promotional basis, an external examination may be administered. In a department or agency that does not have appointed positions in rank immediately below an elected official, such class must be so designated and approved by the Head of Human Resources prior to the requested internal examination. When an employee is not selected he or she must be provided a written statement telling them why they were not selected.
- (18) Appointments shall continue to be made from an eligibility list until the names of all eligible persons have been removed, all eligible persons remaining have waived their rights to the appointment, or the list has expired.
- (19) Demotion and reinstatement appointments shall be made from eligibility lists in accordance with Rule 6.

Rule 5

5.03 REMOVAL OF NAMES FROM ELIGIBILITY LISTS:

- (1) The Head of Human Resources may remove a name from an eligibility list for any of the following reasons:
 - (a) When a person is appointed from an eligibility list to a vacant position in the class for which the list was established.
 - (b) When two (2) offers of appointment to the class for which the list was established have been declined/waived.
 - (c) If the person's current mailing address cannot be determined or if the person fails to respond to a request for an interview within five (5) working days from the date a written notice was mailed.
 - (d) On receipt of a statement from the eligible person stating that consideration for a position in that class is no longer desired.
 - (e) If the person falsifies records used in determination of eligibility.
 - (f) When reinstated from a layoff list, a person's name shall be removed from all layoff lists for lower level classes.
 - (g) If the person is physically unable to perform the required duties of the class as evidenced by a conditional-employment-offer medical examination. Such a decision shall be based on job-related criteria, consistent with business necessity and a determination that the person cannot perform the essential functions of the position with or without a reasonable accommodation.
 - (h) If the person poses a direct threat of harm to his/her own health or safety, or to the health or safety of others, based on a valid conditional-employment-offer, medical analysis, or other objective evidence related to the person.
 - (i) If the individual has a disability recognized under the ADA, and the risk cannot be reduced below the level of direct threat by a reasonable accommodation.
 - (j) For any causes determined by the Head of Human Resources to be consistent with these Rules or mandated by any applicable law or regulation.

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- (k) If an employee whose conduct at any time during the previous twelve (12) months has been unsatisfactory and has resulted in final/ permanent discipline, suspension or reduction in pay (not including oral or written counseling or written reprimand) which was accepted by the employee or confirmed by the Civil Service Board or the collective bargaining process; provided, however, that such removal shall not extend beyond twelve (12) months or the expiration of the list whichever occurs first.
- (l) When an employee is demoted or reassigned for reasons other than a reduction in force to a classification outside the class series for which the eligibility list was established.
- (m) When an employee resigns, is terminated for cause or abandons their position.

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Authority: Sections 17.01, 17.03, 17.04, 17.05, 17.06 City Charter.
History: Revised 7/1/82, 1/7/85, 12/8/88, 4/23/90, 3/1/95, 10/1/10

Rule 6

APPOINTMENTS, STATUS AND TRANSFERS

RULE 6

6.01 STATEMENT OF POLICY:

- (1) Appointments shall be made only to positions that have been classified in accordance with the provisions of Rule 1 of these Civil Service and Personnel Rules and Regulations. See "Types of Appointments" under "Definitions."
- (2) Employment in the City shall be by one of the following types of appointments:
 - (a) Original
 - (b) Promotion
 - (c) Demotion
 - (d) Reinstatement
 - (e) Reassignment
 - (f) Reversion
- (3) Upon any appointment to a classified position under Civil Service, an employee shall be given a status as follows:
 - (a) Provisional
 - (b) Probationary
 - (c) Permanent
- (4) When the title of a class is changed as a result of a classification action, and it is designated by the Head of Human Resources as a title change only, the incumbent employee shall retain the same status as held under the old class title.
- (5) An employee shall not attain permanent status in a class until appointed in accordance with the provisions of these Rules and the employee has completed the required probationary period in that class.

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- (6) All employment decisions shall be based upon job-relatedness and shall comply with principles outlined in the Federal Uniform Guidelines on Employee Selection Procedures and all other applicable laws, ordinances and regulations and in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.
- (7) Nothing in these Rules shall be construed to obligate a department or agency to fill any vacant position.

6.02 APPOINTMENTS:

(1) **Original Appointments:**

An original appointment to classified service may be made from either an internal or external eligibility list.

(2) **Promotion Appointments:**

An employee shall be given a promotion appointment when the employee meets the requirements and is moved from a position in one Civil Service class to a position in another Civil Service class having a greater degree of responsibility and a higher pay range.

(3) **Demotion Appointments:**

(a) An employee shall be given a demotion appointment when the employee is moved from a position in one Civil Service class to a position in another Civil Service class having a lesser degree of responsibility and a lower pay range.

(b) A demotion appointment will be one of the following types:

1. Demotion for Cause - made in accordance with Rule 9.
2. Reduction in Force Demotion - made in accordance with Rule 7 (Separations and Layoffs) or Rule 1.05(5)(c).
3. Voluntary Demotion - a demotion upon request or agreed to by an employee with permanent status provided the following requirements are met:
 - a. The request or agreement is made in writing.
 - b. Approval is obtained from the department or agency head and the Head of Human Resources.

Rule 6

- c. If the demotion includes a transfer of the employee from one agency to another, the receiving agency must be willing to accept the employee.
- 4. Reversion Demotion - a demotion resulting from failure of an employee with permanent status to satisfactorily complete a probationary period or from a reversion of another employee.
 - (c) With the approval of the Head of Human Resources an employee who has attained permanent status may be demoted with or without examination to a position in a competitive or noncompetitive class for which the employee meets the training and experience requirements.
 - (d) A demotion appointment may be with permanent or probationary status, with the recommendation of the department or agency head and the approval of the Head of Human Resources; however, an employee demoted within the class series and in the competitive area due to reduction in force or an employee experiencing a reversion demotion shall in all cases be given permanent status.
 - (e) An employee with permanent status in a class may be demoted for cause only as provided in Rule 9.
 - (f) If a demotion for cause or a reversion demotion will result in displacement of a permanent employee, the layoff rule shall apply.
 - (g) Demotion appointments shall be made taking into consideration such elements as class series, existing eligibility lists, job performance, length of service, education, training, experience, physical requirements, essential functions of the job, appropriate accommodation and organizational needs.
- (4) **Reinstatement Appointments:**
 - (a) The filling of a vacant position with a present or former Civil Service employee who previously held permanent status in the classified service shall constitute a reinstatement appointment. Reinstatement appointments shall be made under one of the following conditions:
 - 1. Employees who were laid off or demoted in accordance with Rule 7 shall be reinstated from the appropriate layoff lists.
 - 2. Employees exercising layoff/reemployment rights shall be given reinstatement appointments, if no layoff/demotion or priority reemployment lists exist for the class in which the vacancy occurs.

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- (b) A reinstatement appointment shall be made with permanent or probationary status at the discretion of the department or agency head, except that reinstatement from a layoff/demotion list shall be made with permanent status.

(5) **Reassignment Appointments:**

- (a) Reassignment appointments shall be made when:
 - 1. An employee is moved from one position in a class to a different position in the same class, either within or outside the employee's department or agency.
 - 2. An employee is moved from a position in one class to a position in a comparable class, provided the employee meets the training, experience and physical requirements for that comparable class or if the employee has a disability and he/she can perform the essential functions with or without reasonable accommodation and would not pose a threat to health or safety to herself/himself or the public.
- (b) A Reassignment appointment to a position outside the department or agency or to a comparable class must have the approval of the Head of Human Resources.
- (c) If an employee holds, or has previously held, permanent status in a position in the class to which reassigned, the appointment shall be with permanent status. If the employee holds permanent status in his or her present class and is being reassigned to a comparable class for which he or she has not held permanent status, the appointment may be with probationary or permanent status with recommendation by the department or agency head and upon approval of the Head of Human Resources, except as provided in Rule 1.05(5)(a).
- (d) Except in accordance with Rule 1.05(5)(a), a probationary employee may only be reassigned to another position in the same class and will continue his or her probationary period in the new position, except for extraordinary circumstances approved by the Head of Human Resources.
- (e) Reassignment appointments shall be made taking into consideration such elements as class series, existing eligibility lists, job performance, length of service, education, training, experience, physical requirements, essential functions of the job, appropriate accommodation and organizational needs.

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6.03 STATUS:

(1) Probationary Status:

- (a) An employee appointed from an internal or external eligibility list to fill a classified position in a competitive class shall be given probationary status.
- (b) An employee appointed to fill a classified position in a noncompetitive class shall be given probationary status after the determination has been made by the Head of Human Resources that the education, training and experience requirements for the class have been met.
- (c) Probationary status may also be given upon demotion, reinstatement, or reassignment appointment in accordance with these Rules.
- (d) An employee shall normally be required to serve with probationary status for six (6) months, unless a different probationary period is designated in the class specification. If the employee's overall performance has been evaluated as below satisfactory, the probationary period may be extended up to three (3) additional months by the department head and up to an additional three (3) months with the approval of the Head of Human Resources. However, no probationary period shall exceed or be extended to exceed one (1) year.
- (e) An employee shall be considered to have satisfactory service, unless documentation of unsatisfactory service has been made a part of the employee's official personnel file or the employee fails to meet the license/certification requirements as published in the class specification. When permitted by law, an employee may be given a maximum of ninety (90) days to meet the license/certification requirements; provided further, that no probationary period shall exceed or be extended to exceed one (1) year.
- (f) An employee serving in a class with probationary status may be separated from the class at any time and for any reason which would justify discipline under Rule 9 without the right to appeal to the Civil Service Board, regardless of whether the employee has been evaluated, so long as the reason for separation is documented. An undocumented separation is grievable in accordance with Addendum 1. A probationary employee who believes he/she has been stigmatized by his/her dismissal may receive a Name-Clearing Hearing from the Head of Human Resources upon written request submitted within ten (10) calendar days of the dismissal. The name of an employee who has been terminated or who has resigned during original probation may be replaced on the eligible list from which hired, if such list is still in existence and the Head of Human Resources determines such action to be in the best interest of the service. However, the applicant shall

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not be certified again from that list to the unit from which separated, unless specifically requested by the affected unit.

- (g) A permanent employee who has been promoted from a Civil Service classification to the next higher classification as a Priority 1 candidate will retain permanent status in the lower level class. If the employee does not satisfactorily complete the probationary period he/she shall revert to a position in his/her former class from which promoted. If no position in the former class exists at the time of reversion, the layoff rule shall apply.
- (h) Authorized and/or unauthorized absence without pay shall not count toward completion of an employee's probationary period.

(2) **Permanent Status:**

- (a) An employee shall attain permanent status in a class upon satisfactory completion of the required probationary period.
- (b) Once an employee has attained permanent status in any class, said employee is considered to have permanent status throughout the period of continuous employment in the Civil Service.

(3) **Provisional Status:**

- (a) An individual appointed to fill a Civil Service position shall be given provisional status, not to exceed six (6) calendar months, unless extended by the Head of Human Resources, when:
 - 1. The appointment is to a competitive class; and
 - 2. There are no eligibility lists available for the class; and
 - 3. The individual meets the requirements for the class; and
 - 4. An examination request for the class has been received by the Head of Human Resources.
- (b) Provisional appointments may not continue beyond thirty (30) calendar days after establishment of an eligibility list for the class, unless an extension is requested by the agency or department head and approved by the Head of Human Resources.

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6.04 TRANSFERS:

- (1) A transfer is defined as the moving of an employee from one department or agency to another.
- (2) Transfers shall be made in conjunction with one of the types of appointments prescribed in these Rules.
- (3) Any transfer, except transfers that have been approved by the mutual agreement of the department or agency and the affected employee, shall be based upon operational needs of the receiving department or agency and shall require approval by the Head of Human Resources.

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Authority: Sections 17.01, 17.03, 17.04, 17.05, 17.06, City Charter.
History: Revised 7/1/82, 1/17/85, 12/8/88, 4/23/90, 3/1/95, 10/1/10

Rule 7

SEPARATIONS AND LAYOFFS

RULE 7

7.01 STATEMENT OF POLICY:

- (1) Employees shall be separated or laid off in accordance with the provisions of this section and in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.
- (2) No employee, department head or other person shall use duress, coercion, threats or force in order to obtain a resignation or cause abandonment of a position by an employee.

7.02 SEPARATIONS:

(1) Resignation:

- (a) An employee who resigns shall present such resignation in writing to the department or agency head or their designee and such written resignation shall be accepted in writing. If an employee resigns orally and does not submit a written resignation, the department or agency head or his/her designee shall finalize the resignation by submitting a written acceptance to the employee within two (2) working days of such oral resignation. While the written acceptance letter should be given to the employee where practical, mailing the letter to the employee's last known address shall serve as official notification.
- (b) An employee may, by written statement to the department head concerned, withdraw a resignation prior to its being accepted in writing by the department head or his/her designee. Once accepted in writing, a resignation is final.
- (c) Former employees with permanent status at the time of resignation shall, upon written request and approval of the Head of Human Resources, have their names placed on the appropriate reemployment lists provided such requests are received in writing by the Head of Human Resources within six (6) months of the effective date of the resignation. Persons whose names are certified from the reemployment list can only be certified for positions for which a lay-off/demotion list does not exist.
- (d) Upon written request approved by the Head of Human Resources, the name of an employee who resigns during the original probationary period may be restored to the eligibility list from which appointed, if still in existence, provided such request is made within six (6) months of the effective date of resignation. However, the name of the applicant shall not again be certified from that eligibility list to the department

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from which separated, unless specifically requested by the department concerned.

(2) **Abandonment of Position:**

- (a) An employee who is absent without notice to the appointing authority for three (3) consecutive working days shall be deemed to have abandoned his/her position and to have resigned as of the end of the third day. The appointing authority shall make a reasonable effort to contact the employee or the employee's emergency contact once during the three working day period of absence.
- (b) An employee who has been deemed to have resigned pursuant to (a) above shall be given written notice of such action by the department or agency head through certified mail, return receipt requested, and by regular mail. The notice shall include a statement as to the employee's right to petition the Head of Human Resources in accordance with (c) below.
- (c) An employee who has been deemed to have resigned under this section may petition the Head of Human Resources for a review of the case, provided the petition is made in writing within seven (7) calendar days from the date of receipt of such notice pursuant to (b) above, or, if not delivered, from the first date the post office attempted delivery of such notification. The written petition must include a detailed explanation of any extenuating circumstances concerning the delay in submission of the petition. If it is determined that extenuating circumstances existed which prevented the employee from making a petition during the seven (7) day period, the Head of Human Resources, within his/her sole discretion, may accept the petition after the seven (7) days have elapsed. The Head of Human Resources shall make a determination as to whether the actions of the department or agency were in compliance with the provisions of (a) and (b) above and may, in extraordinary cases, find extenuating circumstances to relieve the employee from the provisions of (a) and (b) above and find that the employee had not resigned his/her position. The decision of the Head of Human Resources shall be rendered within five (5) working days after receipt of the petition, unless:
 - 1. Additional time is required for research, in which case the employee will be notified in writing of the need for delay; or
 - 2. The time period is extended by mutual agreement of the Head of Human Resources and petitioning employee.
- (d) Persons who abandon their positions shall not be entitled to the provisions of (1)(c) or (1)(d) above. This provision shall not prohibit an employee from being employed at a later date as a new employee.

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(3) **Termination During Original Probationary Period:**

- (a) An employee without permanent Civil Service status who is terminated during the original probationary period shall not have the right to appeal such termination to the Civil Service Board.
- (b) A probationary employee who believes he/she has been stigmatized by his/her dismissal may receive a Name-Clearing Hearing from the Head of Human Resources upon written request submitted within ten (10) calendar days of dismissal.
- (c) The name of an employee who has been terminated during the original probationary period may, upon written request of the employee, be restored to the eligibility list from which hired if such eligibility list is in existence and the Head of Human Resources determines such action to be in the best interest of the service. However, the name of the applicant shall not, again, be certified from that eligibility list to the unit from which terminated, unless specifically requested by the department concerned.

(4) **Medical Examination and Separation Due to Disability:**

- (a) An employee may be required to undergo a job-related medical examination by the City's Medical Review Officer, if there is evidence of a job performance or safety problem or if it is necessary to determine whether an individual in demanding jobs continues to be fit for duty. For good cause, an employee may be required to undergo a physical and/or psychiatric examination in order to determine the employee's ability to perform the duties of the position concerned. The cost thereof shall be paid by the department or agency concerned. A copy of the medical report or results of a medical inquiry shall be made part of the official personnel file of the employee, but shall be maintained in a separate medical file and treated as a confidential medical report.
- (b) An employee may be separated due to disability, if, in the opinion of the City's Medical Review Officer, based on the medical information supplied by the physician's examination or report, it is determined that the employee is unable to perform the essential functions of the job and/or poses a direct threat to health and safety and the City determines that:
 - 1. There is no reasonable accommodation which will allow the employee to perform the essential functions of the job or to reduce or eliminate the direct threat to health or safety; and

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2. The City determines that there is no other position available for which the employee is qualified and can perform the essential functions with or without reasonable accommodation.

- (c) Prior to a separation due to disability, the Head of Human Resources may direct a reassignment or demotion, as necessary, to place the affected employee into a position for which he/she is qualified and can perform the essential functions, with or without reasonable accommodation.
- (d) Any employee with permanent Civil Service status who is separated due to disability and is later determined capable of returning to his/her former position, or lower level position, may petition the Head of Human Resources for placement on a Priority Reemployment List in accordance with Rule 5.02(11).
- (e) Physicians' statements shall be reviewed by City Human Resources and/or the Medical Review Officer for evidence of disability.
- (f) Separation for disability must be authorized by the Head of Human Resources, whose decision shall be final and not subject to review by the Civil Service Board.

(5) **Dismissal:**

Employees may be dismissed only in accordance with the provisions of Rules 9.04 and 9.05.

7.03 **LAYOFFS:**

- (1) Layoff is defined as a reduction in force which may result in the termination of employee(s) due to abolishment of position(s) necessitated by a shortage of funds or work, a need to increase efficiency, or a material change in the duties or organizational unit.
- (2) Prior to layoff, the Head of Human Resources may direct reassignments or demotions as necessary to place employees into vacant positions for which they are qualified, rather than lay them off. Such reassignments or demotions shall take into consideration such elements as class series, existing eligibility lists, job performance, length of service, education, training, experience, physical requirements, essential functions of the job, appropriate accommodation and organizational needs.
- (3) Classification seniority is used to determine the order of layoff. Classification seniority is determined by the date an employee entered his/her current classification.

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- (4) An employee who has written discipline, dated within two (2) years of the layoff date, filed in the employee's official personnel file and accepted by the employee, or imposed by Arbitration or the Civil Service Board, will have six (6) months of satisfactory service deducted from his/her classification seniority.

Note: For JEA the date of hire within JEA versus classification seniority is used to determine the order of lay off in all instances mentioned in Section 7.03 (Layoffs)

(5) **Order of Layoff:**

- (a) Temporary workers shall be separated prior to the layoff of any probationary or permanent Civil Service employee performing comparable work within the same competitive area.
- (b) Within the competitive area in a given classification affected by layoff, the order of layoff of employees shall be as follows:
1. Probationary employees: the order of layoff shall be at the discretion of the department.
 2. Permanent Civil Service employees: the most junior employee within the classification using the most recent classification date shall be laid off first.
 3. In the case of a tie among employees with equal length of service in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be determined by a public drawing held by the Head of Human Resources, or his/her designee, with one (1) work day notice to the involved certified union.

(6) **Out-of-Order Layoff:**

- (a) Upon a showing by the department that the operating needs of an employing unit require such action, the Head of Human Resources may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.
- (b) A written request for an out-of-order layoff, signed by the department head, shall be accompanied by documentation that shows that the employee who would be retained over the more senior employee was recruited specifically for his or her special experience, training or skill; or

Rule 7

has been specially trained by the employing unit to fulfill a critical business need of his or her position.

- (c) In addition, a request for an out-of-order layoff must include compelling evidence that the more senior employee does not possess the special experience, training or skill required to perform the work of the position and could not be expected to satisfactorily perform the work of the position within a reasonable period of time.
- (d) The senior employee has three (3) working days to challenge the exception to the normal order of layoff by submitting to Human Resources documentation of specialized experience, training or skill to fulfill the critical business needs.

(7) **Procedure for Layoff:**

- (a) The department director shall recommend to the Head of Human Resources a competitive area and number of the position(s), by classification, affected by the layoff and the effective date of layoff. The Head of Human Resources shall determine the competitive area by taking into consideration the similarity of work, the organizational unit, and the funding source involved. The Head of Human Resources will then provide the department director with the competitive area and the order of layoff for the affected classification(s) within fifteen (15) working days or as soon as practical.
- (b) The order of layoff will show each affected employee's classification date of hire or promotion, as applicable, as determined by the Head of Human Resources. The department or division shall notify each affected employee of his/her promotion/hire date. Affected employees have one (1) work day to challenge the date. The department or division shall notify the Head of Human Resources if any employee's relative position on the order of layoff is challenged by the employee within two (2) working days of receipt of the order of layoff list.
- (c) Upon finalization of the order of layoff, a department director or designee will officially notify in writing an affected employee that his or her position is being abolished or unfunded and he or she is subject to layoff on the effective date of such action.
- (d) Where Civil Service employment is terminated by layoff, when possible, thirty (30) calendar days notice shall be given to the affected employee(s). However, at least ten (10) calendar days notice shall be given unless:

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1. Delaying the layoff would cause the employing unit to exceed its revenue for personnel services for the affected work program; or
 2. The layoff is one of a number of layoffs and delaying the layoff would cause serious financial detriment to the City; or
 3. The layoff is caused by fire, storm damage, earthquake, destruction of property, civil strife, or any other such event that could not reasonably have been foreseen, or by peremptory state or federal legislation.
- (e) Upon receiving formal notification of layoff, the affected employee(s) shall, within three (3) working days, notify Human Resources and the appointing authority specifying his or her irrevocable selection of one of the following options insofar as the option is available:
1. Accept layoff with placement of the employee's name on a layoff/demotion list for the classification from which he/she was laid off; or
 2. Within the competitive area, an employee who has more seniority based upon his/her classification date who is laid off or is displaced may demote and displace the most junior employee based upon that employee's classification date in the next lower classification in the same classification series.
 - a. An employee who was not hired into a lower level classification in the class series may use their classification date in their current classification as the classification date in any lower classification within the class series.
 - b. When an employee demotes to a lower level classification within the class series for which he/she previously held status, the classification date shall be changed to the original classification date that the employee held in that lower classification within the class series, and used to determine layoff order.
- (f) Failure of the employee to notify Human Resources and the appointing authority or designee within three (3) working days shall be construed as a resignation unless another time limit is approved by the Head of Human Resources.

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- (g) The department or division representative may give an affected employee informal notification before a proposed action is finalized that the action may result in the employee's layoff. The employee is not obligated to select an option as provided in Rule 7.03 (7)(e) until he or she receives formal notification of layoff. An employee who has received informal notification shall be eligible to participate in any formal referral program(s).

(8) **Establishment of Layoff/Demotion Lists:**

- (a) Human Resources shall create and maintain a layoff/demotion list using the classification seniority date as established during the initial layoff, whenever, a department requests that a job be filled, Human Resources must verify that there are no eligible permanent Civil Service employees on the layoff/demotion list.
- (b) The names of permanent Civil Service employees who have been laid off or who have been demoted in lieu of layoff shall be placed on a layoff/demotion list for the same class(es) and for the competitive area from which laid off or demoted. With the approval of the Head of Human Resources another department may at their discretion use a layoff/demotion list to hire a laid-off employee.
- (c) Refusal to accept permanent work from a layoff/demotion list shall terminate all rights granted under this rule.

(9) **Establishment of Layoff/Reemployment Lists:**

- (a) At the time of layoff, Human Resources will provide an opportunity for permanent Civil Service employees to request placement on a layoff/reemployment list pursuant to Rule 5.02(1)(f).
- (b) Permanent Civil Service employees must provide documentation indicating that they meet the open requirements for the requested classification.
- (c) Anyone on a layoff/reemployment list who becomes a permanent Civil Service employee in a comparable class in another department shall lose reinstatement rights in their former department.

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Authority: Section 17.03, 17.05, 17.06, City Charter.
History: Revised 7/1/82, 1/17/85, 12/8/88, 3/1/95, 10/1/10

Rule 8

ATTENDANCE AND LEAVE

RULE 8

8.01 STATEMENT OF POLICY:

- (1) The work day for all full-time employees shall be eight (8) hours and the work week of all full-time employees shall be forty (40) hours during a given continuous seven (7) day period, unless a specific variation of such work day or work week is approved by the Head of Human Resources.
- (2) Department heads should arrange the employment and work program of units in such a way that overtime is not required, except in emergency situations. Emergency situations are defined as:
 - (a) Where an established duty site must be covered twenty four (24) hours per day and an employee is not available to cover that site on a given shift.
 - (b) When danger to the life, health, or well-being of the public, employees, patients, inmates, or other persons could occur if an employee is not required to be on duty or where danger to property is imminent.
 - (c) Other situations where the department head determines the direct or indirect responsibilities prescribed for the department cannot be reasonably planned in advance and not accomplished unless overtime work is authorized. In such cases, a department or agency head or his/her authorized designee may prescribe reasonable periods of overtime in order to meet operational needs.
- (3) The granting of any leave of absence with or without pay shall be in writing and shall be approved by the authorized supervisor within the department prior to the leave being taken, except when due to employee emergency and the employee cannot obtain approval prior to the leave being taken. When prior approval has not been obtained by an employee, the department or agency head may grant the employee leave with pay, provided the employee has sufficient appropriate leave credits to cover the absence, or shall take action in accordance with Rule 7.02 or 8.06, as applicable.
- (4) Approval of a leave of absence with or without pay shall be consistent with the operational requirements of the City.
- (5) Record keeping of an employee's attendance and leave shall be the responsibility of the department.

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- (6) All attendance and leave policies shall be administered in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.

8.02 RECORD KEEPING:

- (1) Each department or agency is required to keep an accurate record of all hours worked by each employee, as well as a complete and accurate record of all authorized and unauthorized leave.
- (2) The ultimate responsibility for the accuracy and proper maintenance of all attendance and leave records rests with the department head.
- (3) Falsification of any attendance or leave records shall be cause for dismissal of the employee or employees involved.
- (4) All medical information will remain confidential and not subject to disclosure to the general public in accordance with the Florida Public Records Law. All medical information will be maintained separately from the employee's permanent personnel records in City Human Resources.

8.03 CONTINUOUS AND CREDITABLE SERVICE:

- (1) Continuous service shall be defined as employment which is creditable and without a break in service. Continuous service as defined in this section shall have no effect upon or be related to provisions of the requirements in city, county or state retirement system(s). Transfer from one department to another department of the City shall not constitute a break in service, provided there is no break involving a work day, unless such time off is covered by an approved leave with or without pay between the last day on the job of the separating department and the first day on the job of the receiving department. Authorized leaves-of-absence with or without pay shall not constitute breaks in service. A break due to employee layoff shall not be considered a break in service, provided the employee is reemployed within one (1) year following layoff or is reinstated from a layoff list which was established because of the circumstances which caused the break to occur.
- (2) Creditable service is defined as service during which an employee is on the payroll in a position authorized by the City Council, or other appropriate budgetary authority, and is being paid from salary funds.
- (3) Time connections approved by the Head of Human Resources or his/her designee shall be treated as continuous and creditable service for service (longevity) raises and leave accrual purposes, but not for seniority purposes or promotional eligibility. However, no retroactive payment shall be made as a result of approved time connections.

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8.04 LIMITED EMERGENCY:

- (1) A limited emergency shall be defined as the situation which occurs when a public building or a portion of the building has been damaged, destroyed, or otherwise rendered unhealthy or unsafe, due to fire, water, loss of heating, air conditioning or electrical power, or other events or conditions which prevent, or substantially prevent, the performance of duties by employees.
- (2) The Mayor, President of the Council, Chief Judge, Sheriff, Supervisor of Elections, Clerk of the Court, Property Appraiser, Tax Collector and Chief Administrative Official of any independent agency are authorized to declare a limited emergency for offices or work locations of employees under their jurisdictions.
- (3) When a limited emergency is declared, the authorized official listed above shall ensure that a notice listing the duration and reasons for the limited emergency is posted as soon as possible at the applicable work locations. This notice shall remain posted throughout the duration of the limited emergency and a copy of the notice shall be delivered as soon as possible to the applicable Chief Administrative Officer(s) of the affected office(s). The required written notice is not to be considered a prerequisite to the declaration of a limited emergency or the taking of any needed emergency action.
- (4) The authorized official may take any reasonable action, as soon as possible, to correct or alleviate the limited emergency conditions, provided such action is in accordance with applicable emergency procedures and within the existing financial constraints of the applicable governmental agency. Emergency action shall include, but not be limited to, temporary closing of the building or work location, temporary reassignment of employees to alternate work locations, temporary absence of some or all employees, temporary or permanent repair of facilities, rental or purchase of substitute or replacement equipment, and short term rental of alternate facilities.
- (5) Employees who are released from duty due to the existence of a limited emergency shall not be charged leave for such absence. Employees who are on prior approved leave, scheduled holiday, unauthorized leave without pay, or who call in to request leave during the emergency shall be charged for such leave.
- (6) Employees who are authorized to and remain at work in a location where a limited emergency has been declared shall be entitled to receive compensatory leave credits for time worked after the limited emergency is declared.

8.05 MILITARY LEAVE:

- (1) An employee who is drafted, who volunteers for active military service, or who is ordered to active duty shall be granted leave without pay in accordance

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with the provisions of federal law. Military service includes active duty with any branch of the Armed Forces of the United States, Coast Guard of the United States, National Guard, or other service as provided by Florida Statutes. Leaves of absence for military purposes shall be verified by the appropriate military certification or official orders, a copy of which shall be filed in the employee's official personnel file.

- (2) The employee on the earliest possible date will notify the Head of Human Resources of the desire and ability to return to employment and produce evidence of an honorable release from military service.
- (3) If the employee volunteers for an additional tour of military duty, the employee's right to return to the position shall be in accordance with applicable law.

8.06 ABSENCE WITHOUT PAY:

- (1) Upon request by an employee, a department head may grant the employee leave without pay for personal reasons for a period or periods not to exceed ten (10) consecutive working days. When an employee is absent without the approval of management, the absence shall be considered as an unauthorized absence without pay and the pay of such employee shall be docked for the period of time absent and appropriate disciplinary action taken. Documentation of an absence without pay, under the circumstances described above, shall be furnished to Human Resources to adjust the employee's employment date, in accordance with procedures established by the Head of Human Resources.
- (2) In the case of an employee requesting Family and Medical Leave, which means leave for a serious medical health condition for him/herself, spouse, child or parent (including *in loco parentis*), approval of such must be controlled by Rule 8.06(5).
- (3) Upon request by a permanent or probationary employee, a leave of absence without pay for more than ten (10) consecutive working days, deemed to be beneficial to the service of the City, may be granted by the department head subject to the following:
 - (a) The total duration of such leave and any extensions granted shall not exceed six (6) calendar months.
 - (b) A leave of absence form must be completed and processed in accordance with procedures established by the Head of Human Resources.

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- (c) If the leave of absence and any extensions will extend the leave period beyond six (6) calendar months, it must be approved by the Head of Human Resources. However, no leave of absence for a continuous period in excess of one (1) year will be approved.
 - (d) If the leave of absence is for health reasons, the request must be accompanied by documentation from a licensed medical physician which must state the length of time that the employee should be on leave from his/her duties. Upon returning to work, the employee must furnish medical documentation of his/her ability to perform assigned duties or, for an individual with a disability, the ability to perform the essential functions of the job with or without reasonable accommodation. These records must be kept in accordance with Rule 10.03(1)(c).
 - (e) Appropriate documentation must be furnished to Human Resources so that the official personnel file will reflect the employee's current status and, upon the employee's return to work, the employment date must be adjusted.
 - (f) An employee who is granted leave of absence shall be an inactive employee on leave and not receiving monetary compensation from the City; and shall be returned to the same position, or a different position in the same class, upon termination of the approved leave of absence.
 - (g) An employee who fails to return from a leave of absence will be deemed to have resigned. Such failure to return from leave shall be documented.
- (4) An employee may be sent home as absent-without-pay under the following conditions:
- (a) When an employee fails to report to work properly attired, licensed or certified, or otherwise equipped for duty; or
 - (b) Because of tardiness is unable to perform required job functions (such as crews already dispatched, work schedules reassigned etc.); or
 - (c) Because of his/her physical or mental condition is unable to perform required duties or poses a danger to himself, fellow employees or the public.

An employee, subject to this rule, may request accrued sick, vacation or annual leave; but the granting, thereof, shall be at the discretion of management and shall not limit discipline where appropriate.

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- (5) Upon request by an eligible employee, an unpaid leave of absence for Family and Medical Leave may be granted for a period not to exceed twelve (12) weeks with the following stipulations:
- (a) The employee has been employed by the City for a period of twelve (12) months.
 - (b) The employee must have worked a total of 1,250 hours in the twelve (12) months immediately prior to the leave start date.
 - (c) The employee has a serious medical health condition or his/her spouse, child or parent has a serious medical health condition that requires the employee to use Family and Medical Leave.
 - 1. Serious health conditions require a Medical Certificate to be submitted by the employee prior to the leave, if possible, or in a timely manner after the leave begins.
 - 2. Medical Certificate must be from a doctor and will include the date on which the serious health condition, in question, began; the probable duration of the condition; appropriate medical facts regarding the condition; and in the case of a family member, a statement that the employee is needed to care for a spouse, child or parent.
 - 3. The City may require a second opinion to be paid for by the City. The second opinion will not be provided by a health care provider currently under contract by the City.
 - 4. In the event of conflicting opinions, the City may request a third opinion, at its expense, which will become the final and binding decision.
 - (d) The employee has a child born or receives placement of an adopted or foster child.
 - (e) When an employee does not have twelve (12) months of service or has not worked a total of 1,250 hours, the decision to grant leave will revert to the department head as described in Rule 8.06 (3) herein.
 - (f) All health benefits will continue while the employee is on Family and Medical Leave provided he/she pays employee's normal portion (paid on his/her bi-weekly paycheck, calculated monthly) of the medical benefits for which he/she is normally responsible. When in an unpaid leave status, the employee's contributions will not be paid to the pension fund.

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- (g) An employee who is granted Family and Medical Leave shall be considered an employee of the City and shall be returned to the same position or similar position equivalent in pay and benefits to that held prior to the Family and Medical Leave. Employees who are among the highest paid 10% within the City are not guaranteed restoration to the same or equivalent position upon return from leave.
- (h) An employee who fails to return from a Family and Medical Leave of absence will be deemed to have abandoned his/her position and will be treated in accordance with Rule 7.02(2) herein and is liable for the cost of insurance coverage maintained during his/her absence.
- (i) Additionally, an employee who has used the maximum leave allowed under the Family and Medical Leave Act may request additional leave under Rule 8.06(3) herein.

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Authority: Sections 116.401, 116.402, 116.403, 116.501, 116.601, 116.602, 116.603, 116.604, 116.605, 116.606, 106.403, Ordinance Code; Chapter 112, F.S.
History: Revised 7/1/82, 1/17/85, 7/16/87, 12/8/88, 4/23/90, 3/1/95

Rule 9

DISCIPLINARY ACTIONS, GRIEVANCES, AND APPEALS

RULE 9

9.01 STATEMENT OF POLICY:

- (1) It is the policy of the City to encourage discussion on an informal basis between the supervisor and an employee of any employee grievance. Such discussion should be held with a view to reaching an understanding which will resolve the matter without need for recourse to the formal grievance procedure. An employee's grievance should be presented and handled promptly and should be disposed of at the lowest level of supervision, consistent with the authority of the supervisor. Where the supervisor does not have authority to make a binding decision, the appeal shall be heard by the next higher level supervisor or manager with such authority.
- (2) Disciplinary actions against a permanent employee can only be taken for cause.
- (3) The fact that an employee has filed a grievance or appeal under the provisions of this section shall not interfere with management's right to impose subsequent discipline, where appropriate.
- (4) There shall be no reprisals against any employee for exercising his/her rights under this Rule.
- (5) An employee cannot file a Civil Service grievance or appeal concerning a matter which is being considered under a collective bargaining agreement or the Public Employee Relations Commission. Once the employee has selected a forum for his/her appeal to be heard, he/she is bound by that decision and cannot seek to have it reheard in another forum. The election-of-remedies provision of Florida Statute Section 447.401 is hereby incorporated into these Rules and is binding on all employees. The filing or maintenance of a discrimination claim with a state or federal EEO agency shall not limit an employee's Civil Service grievance or appeal rights.
- (6) All disciplinary actions, grievances, and appeals shall be handled in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.

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9.02 EMPLOYEE REPRESENTATION:

An employee may designate a representative of his/her own choosing to assist in grievance and disciplinary internal proceedings; however, representation before the Civil Service Board shall be in accordance with established procedures.

An employee may process his/her own grievance or appeal without a representative. This does not grant a right to any proceeding, unless otherwise provided for in these Rules.

9.03 GRIEVANCES:

(1) Grievances defined: A "grievance" is defined as a dispute regarding any action taken in the administration of the Civil Service and Personnel Rules and Regulations pertaining to any permanent (or claiming to be permanent), probationary (when specified as grievable), or prospective employee's employment or employment rights.

(2) **Permanent Employee Grievances:**

(a) Procedure: A permanent employee shall file a grievance with the Head of Human Resources, when the employee believes a violation of the Civil Service and Personnel Rules and Regulations has occurred with respect to promotion. All other grievances shall be filed with the employee's immediate supervisor. All grievances shall proceed in accordance with Addendum 1 related to grievance procedures.

(b) Limitations related to Counseling and Discipline:

1. Written or oral counseling (which is not considered discipline) is not subject to grievance;
2. A written reprimand may be removed, sealed and retained, if the employee proves by clear and convincing evidence that there was no factual basis for the written reprimand;
3. Dismissal of an employee without permanent Civil Service status is not subject to grievance or appeal.

(3) **Prospective Employee Grievances:**

Procedure: A prospective employee who believes that the Civil Service and Personnel Rules and Regulations were violated with respect to hiring may file a written grievance with the Head of Human Resources within ten (10) working days after he/she learns of the alleged violation. The Head of Human Resources or his/her designee will consider the grievance and issue a written decision to the Grievant within ten (10) working days of receipt of the

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grievance, with a copy to the Civil Service Board. The written decision will fully explain the basis for the decision. If the decision by the Head of Human Resources does not satisfactorily resolve the grievance, the Grievant may file a written appeal to the Civil Service Board within five (5) working days of receipt of the decision. The Civil Service Board, at the earliest practical time, will schedule a Public Hearing in accordance with Addendum 1.

(4) **Civil Service Board Hearings:**

- (a) The Civil Service Board shall hear and determine the final appeal of any authorized grievance concerning any action taken in the administration of the Civil Service and Personnel Rules and Regulations. If, after review, the Civil Service Board determines the action taken to be inconsistent with the rules or regulations, it shall order the modification of action taken by the appropriate office, department, board, or independent agency in order to ensure consistency and compliance with such rules and regulations.
- (b) Nothing contained in this section shall authorize the Board to sustain a grievance because of failure to hold a timely hearing.
- (c) Management shall have the right to bypass steps one through three of the grievance process to facilitate prompt redress of grievances; however, the decision shall be made at the lowest level where authorization exists.

9.04 **DISCIPLINARY ACTIONS:**

- (1) The department head shall take action in a timely and equitable fashion as necessary to deal effectively with employee deficiencies and breaches of good conduct, as provided by these Rules.
- (2) In order to have an effective program for handling disciplinary problems, each department head should provide each employee with a statement of his/her defined duties and responsibilities, work standards, and other policies applicable to the work situation. The department's program for handling disciplinary problems should include a review procedure to ensure that all supervisors are reasonably consistent in taking disciplinary actions against employees involved in similar situations. Violations of this rule or a department's lack of written policy or review procedures shall not constitute a sufficient reason for over turning disciplinary action where such action is otherwise appropriate.
- (3) Any departmental program for handling disciplinary problems which contains a standard range of penalties shall be filed with the Head of Human Resources for approval and, upon approval, shall be filed with the Civil Service Board. Discipline administered pursuant to such a standard range of penalties shall be evidence of progressive discipline.

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- (4) Where feasible, management shall administer discipline in a progressive manner. When progressive discipline is not followed, the department head or his/her designee shall justify the departure from this policy at any disciplinary hearing.
- (5) Disciplinary action shall be for cause as indicated in these Rules and may include, but is not limited to, one or any combination of the following:
 - (a) Written Reprimand
 - (b) Reduction in Compensation
 - (c) Demotion
 - (d) Suspension without Pay
 - (e) Dismissal

An employee with permanent status shall not be demoted, suspended without pay, dismissed, or have his/her compensation reduced as a disciplinary action, except in accordance with these Rules. Written reprimands may only be challenged through the grievance process provided in Rule 9.03(2)(a).

- (6) The Civil Service Board shall hear and determine appeals initiated by permanent employees who have been disciplined for violations of the personnel provisions of the City Charter or the Civil Service and Personnel Rules and Regulations. Demotions, suspensions without pay, dismissals, and disciplinary reductions in compensation shall be processed in accordance with these Rules.

9.05 REDUCTION IN COMPENSATION, DEMOTIONS, SUSPENSIONS WITHOUT PAY AND DISMISSALS:

Except for voluntary demotions or demotions resulting from reduction in force or reduction in compensation, for other than disciplinary reasons, employees with permanent status in the Civil Service may only have their compensation reduced, be demoted, suspended without pay or dismissed for cause.

- (1) Cause shall include, but is not limited to, negligence (careless workmanship or slovenliness in the performance of duty); inefficiency or inability to perform assigned duties; insubordination; willful violation of the provisions of law or department rules; conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job; willful falsification of records (false statements, misrepresentation or fraud of official documents, such as application, attendance and leave records or work and production records); misconduct; drug abuse; conviction of any crime involving moral turpitude; and including, but not limited to, situations where the employee has:

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- (a) Violated any lawful official regulation or order or failed to obey any proper directive made and given by a superior officer.
 - (b) Been under the influence of intoxicants while on duty.
 - (c) Been guilty of insubordination.
 - (d) Been guilty of disgraceful conduct.
 - (e) Been offensive in conduct or language in public or towards the public, officials or employees.
 - (f) Been incompetent or inefficient in the performance of the duties of the position.
 - (g) Been careless or negligent with the monies or other property of the City.
 - (h) Failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
 - (i) Used or threatened to use, or attempted to use, personal or political influence to secure promotion, leave of absence, transfer, change of pay rate or character of work.
 - (j) Taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
 - (k) Violated established security procedures during the examination process or has obtained information, through unauthorized or illegal means, which provides an unfair advantage on the examination.
 - (l) Failed to maintain a satisfactory attendance record. Proper use of sick, vacation, or annual leave shall not constitute grounds for any disciplinary action. Patterns of absences may be considered in determining the proper use of leave.
 - (m) Failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is classified.
- (2) Except in the extraordinary situations described in Rule 9.05(4) below, the department or agency shall furnish the employee with a detailed written statement (in no particular form) supporting the proposed disciplinary

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reduction in compensation, demotion, suspension without pay or dismissal before it becomes effective, in accordance with the following:

- (a) Said charges for discipline other than written reprimands shall be restricted to employee conduct/activity occurring or which has become known to a department within sixty (60) working days prior to the date of the written statement. For purposes of this section, where formal investigation is conducted to determine culpability, the sixty (60) working day period shall commence on the date of the conclusion of the investigation. The department or agency in each such case shall demonstrate the reasonableness of the formal investigation and its length to the Civil Service Board.
 - (b) The statement shall refer to the alleged offense and respective date, the Civil Service and Personnel Rules and/or Regulations alleged to have been violated, and any supporting documentation. Supporting documentation may include, but is not limited to, any matter contained in the employee's official personnel file, Supervisor's notes, or any other information which may be introduced at the hearing. While specificity is preferred, its absence shall not be a cause for overturning discipline. For record-keeping purposes, copies of the disciplinary action shall be furnished to the Head of Human Resources and the Civil Service Board within two (2) working days after the charges and supporting documentation have been furnished to the employee.
 - (c) The statement shall also notify the employee that the employee will be afforded an opportunity for an appeal hearing before the Civil Service Board. It shall be the duty and responsibility of the employee to inform the Board of the intention to appeal or not appeal within five (5) working days after receiving said notification.
- (3) Failure to notify the Board shall constitute a waiver of any further right to appeal and the action of the appointing authority shall be deemed sustained, effective as of the date of receipt of the written statement or as soon thereafter as possible. Upon receipt of request for hearing, the Civil Service Board shall set a hearing and immediately notify the disciplined employee by hand or registered or certified mail, return receipt requested of the date, time and place of the scheduled hearing. When an appointing authority seeks dismissal without suspension of an employee, the employee shall be placed on leave without pay if the employee, or his/her representative, requests more than one postponement of a hearing date.
- (4) In extraordinary situations, the appointing authority may immediately suspend the employee without pay pending a hearing date. The suspension may be either temporary or may last through the hearing date, depending upon the circumstances.

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- (a) Extraordinary situations shall include, but are not limited to, those in which the retention of the employee could:
 - 1. Result in damage to property.
 - 2. Be injurious to the employee.
 - 3. Be injurious to a fellow employee.
 - 4. Be injurious to the general public.
 - 5. Be detrimental to the interests of the Government.
 - 6. Substantially impair management's ability to maintain decorum and discipline.

 - (b) The following are examples of extraordinary situations in which an employee may be immediately suspended without pay:
 - 1. Being under the influence of alcohol or drugs on the job.
 - 2. Use of alcohol or illegal drugs on the job or during the employee's work day, to include breaks and lunch period.
 - 3. Commission of an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the criminal laws of the State of Florida or Federal Government.
 - 4. Brutality or cruelty to an inmate, an employee, or to the general public while on duty.
 - 5. Flagrant insubordination.

 - (c) In situations as described in Rule 9.05(4)(a) or (b), an employee may be immediately suspended without pay for up to twenty (20) working days. Presentation of a detailed written notice of the disciplinary action, as provided in Rule 9.05(2), shall be given to the employee, Head of Human Resources and the Civil Service Board within three (3) working days after commencement of suspension. Failure to notify the Head of Human Resources or the Civil Service Board within these time limits shall not constitute a sufficient reason for overturning disciplinary action where no substantial prejudice has resulted.
- (5) Upon receipt of the detailed statement as provided in Rule 9.05(4), the Civil Service Board shall immediately reserve a hearing date no later than twenty (20) working days from the beginning of the suspension. Once the employee has properly requested a hearing, the Civil Service Board shall immediately notify the disciplined employee by hand or registered or certified mail, return

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receipt requested of the date, time and place of the scheduled hearing. It shall be the duty and responsibility of the employee to file with the Board the intention to appeal or not to appeal within five (5) working days after receiving written notification of discipline from the appointing authority in accordance with Rule 9.05 (2)(c). An employee who fails to file timely notice with the Board shall waive any further right to appeal and the action of the appointing authority shall be deemed sustained effective as of the date of the original suspension.

- (6) The following shall apply upon suspension in extraordinary situations as provided in Rule 9.05(4):
 - (a) If the employee has been suspended as provided in Rule 9.05(4), and the reason for such suspension is that the employee has committed an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the criminal laws of the State of Florida or Federal Government, and criminal charges are pending against said employee, the employee may request that the Civil Service Board postpone the scheduled hearing and that the employee be placed on leave without pay status until the criminal charges have been disposed of; and
 - (b) The Chairman or Vice Chairman of the Civil Service Board may approve such request, provided the employee has filed with the Civil Service Board a written request for leave without pay status. Upon final disposition of the criminal charges, it shall be the responsibility of the employee to notify the Board of such disposition within ten (10) calendar days, in writing, and request that the appeal hearing be rescheduled. Failure to notify the Board within this period shall constitute a waiver of any further right to appeal; and the action of the appointing authority shall be sustained, effective as of the date of the suspension. If the employee requests that the appeal hearing be rescheduled, the Civil Service Board shall reschedule the hearing as soon thereafter as possible; but the waiver of benefits shall be considered binding until the case is fully heard; and
 - (c) If the employee has been suspended, as provided in Rule 9.05(4), for any reason other than a pending criminal charge, and the employee desires a continuance of the hearing and management agrees, such continuance may be granted, provided the employee voluntarily requests and is placed upon leave without pay status as in Rule 9.05(6)(a) and (b); and
 - (d) Notwithstanding Rule 9.05(6)(a),(b),and (c), a suspended employee who needs additional time to prepare his or her defense may, by written petition filed not later than three (3) working days prior to hearing, request the Chair of the Civil Service Board for a continuance of not more than thirty (30) calendar days. The suspended employee's

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entitlement to back pay during this limited continuance shall depend on whether or not the employee is vindicated at the final hearing. For purposes of this section, "vindicated" means the Board finds the employee has not violated any of the rules and regulations or applicable department or agency orders as charged.

- (7) If the Civil Service Board determines, after review, that the disciplinary action is inconsistent with the provisions of the City Charter or the Civil Service and Personnel Rules and Regulations, or is manifestly unjust, it shall order the modification of the disciplinary action or provide such relief as it deems appropriate, including the reinstatement to a former position, payment of forfeited pay, reinstatement to a former level of compensation, and the removal of reprimands from the employee's personnel file.
- (8) Time spent on leave without pay shall not be considered to be time for which pay was forfeited or for which pay is due under any circumstances.

9.06 PROCEDURES FOR HEARING GRIEVANCES AND APPEALS:

Grievances and appeals before the Civil Service Board shall be conducted in accordance with procedures established by that body.

9.07 BACK PAY:

- (1) The Civil Service Board shall have jurisdiction to determine an employee's entitlement to receive back pay when authorized by these Rules.
- (2) Upon Order of the Civil Service Board granting back pay, an employee shall submit to management a full statement with supporting documentation, advising management of all employment income earned from other sources during the period for which the back pay is to be calculated.
- (3) If, following full disclosure by the employee, management and the employee cannot agree on the proper back-pay award, taking other income into account as mitigation, the employee may file, no later than forty-five (45) days from the Civil Service Board's original decision granting back pay, a petition for supplemental relief with the Civil Service Board; and the Civil Service Board shall set a hearing in accordance with its Grievance Hearing Procedure and render a determination thereon.

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Authority: Sections 17.02, 17.03, 17.04, 17.11, City Charter.
History: Revised 7/1/82, 1/17/85, 7/16/87, 12/8/88, 4/23/90, 3/1/95, 10/1/10

Rule 10

PERSONNEL AND RELATED PROGRAMS, RECORDS AND REPORTS

RULE 10

10.01 STATEMENT OF POLICY:

- (1) Any department personnel policies, practices or procedures which are in conflict with the provisions of these Rules, or any policies or procedures issued in connection therewith, shall not be applicable to Civil Service employees.
- (2) The department head shall be responsible for the proper administration of these Civil Service and Personnel Rules and Regulations within his/her department.
- (3) Each department head shall designate an employee to serve as the department's personnel representative who shall be responsible for administering, with the department, all personnel programs required by these Civil Service and Personnel Rules and Regulations or other related programs authorized by law.
- (4) The Head of Human Resources shall establish and maintain all records which are necessary to substantiate compliance with all laws relating to personnel matters and all provisions of these Rules.
- (5) The Head of Human Resources shall establish procedures for review, duplication and inspection of all personnel records in accordance with all applicable laws.
- (6) The establishment of all personnel, policies, practices, and procedures and the maintenance of all records related to them shall be in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.

10.02 PERSONNEL AND RELATED PROGRAMS:

(1) **Performance Evaluation Program:**

Performance evaluations of employees shall be conducted in accordance with procedures adopted by the Head of Human Resources, as authorized by the City Charter.

Failure to properly conduct an evaluation shall not be reason to set aside action that is otherwise valid or appropriate.

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(2) **Council Incentive Program:**

A City Council Service Incentive Award Program is established in the Ordinance Code to recognize special acts of service to the community and, thereby, provide incentives for others to act to increasingly serve the public health, safety and welfare. Any employee of the City may nominate or be nominated for the City Council Award Program in accordance with procedures provided in the Ordinance Code.

(3) **Award for Superior Performance:**

Employees who by their superior accomplishments make exceptional contributions to the efficiency, economy or other improvements in the operation of City government shall be recognized under the authority of the Ordinance Code.

(4) **Employee Suggestion Program:**

Employees who propose procedures or ideas which are adopted and which result in eliminating or reducing City expenditures or improving operations, provided such proposals are placed in effect, shall receive awards including cash awards in accordance with rules promulgated under the authority of the Ordinance Code.

(5) **Fingerprinting of Employees:**

- (a) Departments or agencies with the approval of the Head of Human Resources may establish fingerprinting, or other means of security check, that complies with the Americans with Disabilities Act Amendments Act, as a prerequisite of employment for those positions that encompass special trust and responsibility.
- (b) After such prerequisites are established and approved, a person who refuses to submit to fingerprinting, or other means of security check that complies with the Americans with Disabilities Act Amendments Act, may be ineligible for employment or promotion to such position, or if employed thereafter, such refusal may constitute cause for dismissal.
- (c) The department or agency may arrange for processing of fingerprinting, or other means of security check, which complies with the Americans with Disabilities Act Amendments Act, by the Jacksonville Sheriff's Office.
- (d) All records attendant to, or in connection with, the fingerprinting or other means of security check shall be reviewed by the personnel function prior to being included in the employee's official personnel file.

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10.03 RECORDS:

- (1) The official personnel file for each employee shall be maintained in City Human Resources, unless a different location is approved by the Head of Human Resources. The official personnel file shall include, but not be limited to, copies of the following:
 - (a) Employment application;
 - (b) Any background investigation reports;
 - (c) All medical information, which will remain confidential and not subject to disclosure to the general public, in accordance with the Florida Public Records Law. All medical information will be maintained separately from the employee's permanent personnel records in the personnel function;
 - (d) All disciplinary actions;
 - (e) All employment records reflecting initial employment date, original appointment, promotion, demotion, reassignment, reinstatement, temporary assignment, transfer, separation, layoff, suspension, reduction in pay, change in class title, leave(s) of absence without pay, employee's address and telephone number, extension of probationary period, and any other personnel transactions pertinent to the employee's employment record;
 - (f) All performance evaluations;
 - (g) All other records or correspondence deemed appropriate in accordance with these Rules by the Head of Human Resources.
- (2) Attendance and leave records shall be established and maintained in accordance with Rule 8 for all employees and shall include, but not be limited to, attendance on official duty; leave credits earned, used, and accrued; overtime worked; compensatory leave credits used and accrued; any cash payments for overtime and any other leave of absence with or without pay.
- (3) The following position classification records shall be maintained on a current basis by City Human Resources:
 - (a) Copies of structural, functional, staffing, promotional and other organizational charts;
 - (b) Official files on all specifications, including current specifications and the history of such specifications.

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- (4) All personnel files, except those or any parts thereof exempted by law, shall be available for inspection and examination at reasonable times and under reasonable conditions in accordance with procedures adopted by the Head of Human Resources or other delegated personnel file custodian.

10.04 REPORTS:

- (1) In addition to specific personnel reports which are required by other provisions of these Rules, the Head of Human Resources or Civil Service Board may require the submission of any other reports deemed necessary.
- (2) Any waiver of an employee's rights under these Rules will be valid only if the following requirements are met:
 - (a) The waiver must be in writing and must clearly state conditions under which the waiver will apply; and
 - (b) The signing of the waiver must be witnessed by two (2) persons and the waiver form must include the signatures and current mailing addresses of the witnesses; and
 - (c) Withdrawal of a waiver must be in writing and must include the signatures and current mailing addresses of two (2) witnesses. Withdrawal of a waiver will not negate any personnel action(s) taken prior to its receipt by the City Human Resources function.
- (3) Certification of payrolls shall be made as provided in the Ordinance Code, and in accordance with procedures issued by the Head of Human Resources.

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Authority: Sections 29.101, 29.102, 29.103, 106.601, 106.602, Ordinance Code; Chapter 119, F.S.
History: Revised 1/17/85, 12/8/88, 4/23/90, 3/1/95

Rule 11

POLITICAL ACTIVITIES, STANDARDS OF CONDUCT, AND AUTHORIZED ACTIVITIES

RULE 11

11.01 STATEMENT OF POLICY:

- (1) All employees are encouraged to express their opinions on any issue or candidacy or participate in any political campaign during their off duty hours, except as provided in these Rules.
- (2) No employee shall take any active part in a political campaign while on duty or within any period of time during which the employee is expected to perform services for which compensation from the City will be received.
- (3) No employee of the City shall hold office as a member of a governing board, council, commission or authority by whatever name known, which is the employer, while continuing as an employee of such employer.
- (4) No employee shall use the official authority or influence of the employee's position for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.
- (5) No employee shall directly or indirectly coerce or attempt to coerce, command or advise any other officer or employee to pay, lend, or contribute any part of the employee's salary, kick back any sum of money, or anything else of value to any party, committee, organization, agency or person for political purposes.
- (6) It is unlawful for any officer or employee of the City to use any property owned by the City for personal benefit, convenience, profit or for any political purpose except for official job-related functions or in accordance with policies promulgated by the City Council or by the independent agency owning the property.
- (7) No employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest.
- (8) Employees whose positions are subject to the federal Hatch Act shall not become candidates in any partisan election.
- (9) All employees are required to immediately notify their agency of any revocation, suspension or loss of driving privileges, if the employee is obligated to drive as part of his/her normal job function, or if a valid driver's license is required as part of the employee's job classification.

Rule 11

- (10) This Rule shall be administered in accordance with the nondiscrimination policy enunciated in the Statement of Policy of the General Provisions of these Rules.

11.02 POLITICAL ACTIVITIES, STANDARDS OF CONDUCT, AND PENALTIES:

All employees are protected by and subject to the provisions, including the limitations and penalties of, but not limited to, the following:

- (1) Chapter 116, Ordinance Code: Personnel Regulations;
- (2) Chapter 112, Part III, Florida Statutes: Code of Ethics;
- (3) Chapter 120, Ordinance Code: Pensions and Retirements;
- (4) Section 99.012, Florida Statutes: Restrictions on Individual Qualifying for Public Office;
- (5) Section 104.31, Florida Statutes: Political Activities of State, County, and Municipal Officers and Employees;
- (6) Chapter 112, Florida Statutes: Public Officers and Employees;
- (7) Chapter 838, Florida Statutes: Misuse of Public Office.

11.03 AUTHORIZED ACTIVITIES:

- (1) Nothing in these Rules shall be construed to prohibit employees from expressing their opinions on any issue or candidate, or, except as provided in these Rules and applicable laws, from participating in any political campaign.
- (2) Nothing in these Rules shall prohibit an employee from suggesting to another employee in a non-coercive manner that he or she may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes.
- (3) Nothing in these Rules shall be construed to deny any employee the opportunity available to all other citizens to acquire and retain private, economic interest, except when a conflict with the responsibilities of such employee cannot be avoided.
- (4) As an individual, each employee retains all rights and obligations of citizenship provided in the Charter and Ordinance Code of the City of Jacksonville, the Constitution and Laws of the State of Florida and the Constitution and the Laws of the United States.

Rule 11

11.04 PROHIBITED ACTIVITIES AND UNLAWFUL ACTS:

- (1) No person shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud, preventing the impartial execution of such personnel provisions or the Civil Service and Personnel Rules and Regulations.
- (2) No person seeking appointment to, or promotion in, the City service shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, or on account of, or in connection with, their test, appointment, proposed appointment, promotion, or proposed promotion.
- (3) No employee or other person shall defeat, deceive, or obstruct any person in the right to examination, eligibility certification, or appointment under the Civil Service and Personnel Rules and Regulations; or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment.
- (4) Persons shall not be appointed to positions in the City in which they would be supervising or receiving supervision from members of their immediate family, as defined in and provided by Florida Statutes.

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Authority: See Rule 11.02

History: Revised 7/1/82, 1/17/85, 12/8/88, 4/23/90, 3/1/95

Definitions

DEFINITIONS

DEFINITIONS: For the purpose of application and administration of these Rules, including all of the separate parts, the following terms shall have the meaning indicated:

- (1) **ABANDONMENT OF POSITION:** The unauthorized absence by an employee from the employee's position for three (3) consecutive working days.
- (2) **ACCREDITED INSTITUTION:** An institution of higher learning accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education or as may be approved by the Head of Human Resources.
- (3) **ALLOCATE OR REALLOCATE:** An executive or administrative action designating the type of position to be included in an appropriate department or agency.
- (4) **APPOINTMENT:** The act of placing an employee in an authorized position.
- (5) **AUTHORIZED POSITION:** Position authorized by an appropriate authority and included in an approved budget.
- (6) **CITY EMPLOYEE:** For the purpose of this document a City employee shall include an employee in one of the following capacities: permanent Civil Service, special purpose, JEA contract or temporary/ part-time. Temporary/ part-time, and special purpose employees are eligible for internal recruitment if they have worked a minimum of 1040 hours in the twelve (12) month period immediately preceding the examination date. Appointments made from a Priority 2 eligible list shall not be considered a promotion with reversion rights and must serve an original probationary period.
- (7) **CIVIL SERVICE EMPLOYEES:** Civil Service Employees are all employees of the consolidated government not specifically excluded by the City Charter.
- (8) **CLASS OR CLASS OF POSITIONS:** All positions in a group which are sufficiently similar as to authority, kind or subject matter of work, level of difficulty, and duties and responsibilities with the same minimum requirements of training, experience or skill, and such other characteristics that the same title and the same test of fitness warrant the same range of compensation for each position in the group.
- (9) **CLASS SERIES:** An arrangement of classes within the same line of work by ascending levels of skill, effort and responsibility which provides a natural line of progression from the lowest level to the highest level in the series.
- (10) **CLASS TITLE:** The official title used for personnel and payroll process.
- (11) **CLASSIFIED POSITION:** An authorized position that has been classified in accordance with the classification plan.

Definitions

- (12) **CLASSIFIED SERVICE:** Positions and employees filling such positions that fall under the Civil Service.
- (13) **COMPARABLE CLASS:** A class meeting the following criteria when compared to another class:
- (a) Having the same pay range or an equivalent pay range as determined by the Head of Human Resources;
 - (b) Falling within the same occupational area;
 - (c) Having similar requirements;
 - (d) Having similar job know how, problem solving, and accountability.
- (14) **COMPETITIVE CLASS:** A class in which selection of applicants for filling of vacancies is based upon the results of an assembled or unassembled examination. Competitive classes have specific, job-related requirements.
- (15) **CONTINUOUS RECRUITMENT:** The maintenance of an eligibility list for jobs or positions for which employment applications are solicited and accepted on an ongoing basis by the City. Governing procedures are established by the Head of Human Resources.
- (16) **DEMOTION:** Moving an employee from a position in one class to a position in another class having a lesser degree of responsibility and a lower pay range.
- (17) **DIRECT THREAT:** A significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. The EEOC has specified four factors that the employer should use in evaluating the significance of the risk:
- (a) The duration of the risk;
 - (b) The nature and severity of the potential harm;
 - (c) The likelihood that the potential harm will occur; and
 - (d) The imminence of the potential harm.
- (18) **DISABILITY:** The City shall conform to the definition contained in the Americans with Disability Act Amendments Act (ADAAA) as may be amended.
- (19) **ELIGIBLE:** A person whose name appears on an eligibility list and who is available for employment.

Definitions

- (20) **ESSENTIAL FUNCTION:** A function is considered essential when:
- (a) The position exists to perform the function; or
 - (b) There are a limited number of other employees available to perform the function, or among whom the function can be distributed; or
 - (c) It is highly specialized, and the person in the position is hired for special expertise or ability to perform it; or
 - (d) Removing that function would fundamentally change the job; or
 - (e) If it is not performed, there will be serious consequences.
- (21) **GRIEVANCE:** A "grievance" is defined as a dispute regarding any action taken in the administration of the Civil Service and Personnel Rules and Regulations pertaining to any permanent (or claiming to be permanent) or prospective employee's employment or employment rights. Effective with claims filed after March 1, 1995, "grievance" as defined shall include all claims that would previously have been defined as either "grievances" or "complaints."
- (22) **HEAD OF HUMAN RESOURCES:** The individual appointed and assigned the duty of organizing and directing the activities of the personnel function of the City whether that function be assigned to a department or division. It may also be known as the "Chief" or "Director" of Human Resources.
- (23) **HIRING AUTHORITY:** The Mayor, Constitutional Officers, Appointed Officials or their designees.
- (24) **IMMEDIATE FAMILY:** An individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parents, step-children and other relatives who permanently reside with the individual.
- (25) **INITIAL EMPLOYMENT DATE:** Is the date of beginning employment with the City commonly known as date of hire and may be used to determine an employee's anniversary date for pay purposes.
- (26) **MANAGEMENT:** Elected or Appointed persons whose assigned responsibilities and duties are to supervise, manage, and direct the City's activities and functions.
- (27) **MANIFEST ERROR:** (1) an error that is obvious and indisputable and that warrants reversal on appeal. (2) readily perceived by the eye or the understanding; evident; obvious; apparent; plain.

Disputes over an assessor's evaluation of performance are not considered manifest errors unless valid issues of fact are shown.

Definitions

- (28) **NAME-CLEARING HEARING:** A Name-Clearing Hearing is an informal hearing allowed only under limited circumstances for probationary employees who are being separated from the City. The Name-Clearing Hearing shall be heard before an objective administrator such as The Head of Human Resources or an appropriate designee. The sole purpose of the hearing is to afford the employee the opportunity to "cleanse the reputation" of the employee. Reinstatement is not authorized. There shall be no grievance or appeal from a decision resulting from a Name-Clearing Hearing.
- (29) **NONCOMPETITIVE CLASS:** A labor intensive class which does not require an examination for filling of vacancies. A noncompetitive class is designated in the class specification by having entrance requirements.
- (30) **ORIGINAL APPOINTMENT:** An original appointment is the date of entry into a Civil Service classification and may be made from either an internal or external recruitment list.
- (31) **PERMANENT STATUS:** A status conferred upon an employee in a class in the classified service after the satisfactory completion of the probationary period.
- (32) **PERSONNEL FUNCTION:** Also known as the management of human resources, involves the creation, coordination and supervision of all of the activities relevant to employment by the City. These activities include recruitment, examining and hiring, training and organizational development, record-keeping, classification and compensation, labor relations and the provision of staff services to the various departments of the City regarding leaves of absence, discipline and compliance with Civil Service and Personnel Rules and Regulations and other applicable labor and employment laws and regulations.
- (33) **POSITION:** The group of current authorities, duties, and responsibilities, assigned or delegated by appropriate authority, requiring the full-time or part-time employment of one person.
- (34) **PROBATIONARY PERIOD:** A defined period for critical supervisory examination and evaluation of a newly-appointed employee's performance of the position's job factors and essential functions to determine his/her retention in the position.
- (35) **PROSPECTIVE EMPLOYEE:** Any individual not employed by the City who has filed an employment application for an advertised Civil Service examination within the applicable time limits and who has not been appointed.
- (36) **PROMOTION:** Moving an employee from a position in one class to a position in another class having a greater degree of responsibility and a higher pay range.

Definitions

- (37) **REASONABLE ACCOMMODATION:** In general, an "accommodation" is any change in the work environment or in the way things are customarily done that enables an individual with a disability to participate in the job application process, to perform the essential functions of a job or to enjoy the benefits and privileges of employment equally with non-disabled employees. "Reasonable" are those changes that do not impose an undue hardship on the employer's business. An "undue hardship" means an action that is excessively costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the business.
- (38) **RECLASSIFICATION OF POSITIONS:** The change of a classified position in one class in a series to a higher or lower class in the same series or to a class in a different series which is a result of a natural change in the duties and responsibilities of the position.
- (39) **STIGMATIZING:** When the reason for separation of a probationary employee attaches a badge of infamy to the employee, the reason is considered stigmatizing. If the employee's good name, reputation, honor or integrity is called into question as a result of conduct resulting in separation and it is claimed by the employee that the allegation of such conduct is false, then the separation is considered to be stigmatizing and a "name-clearing" hearing is allowed. Simple misconduct is not considered stigmatizing.
- (40) **SUSPENSION WITHOUT PAY:** A disciplinary action resulting in temporarily relieving an employee of duties and responsibilities and placing the employee on leave without pay.
- (41) **TYPES OF APPOINTMENTS:** (See next page)
- (42) **WORKING DAYS:** In order to provide citywide uniformity, for purposes of the application of these Rules to all covered employees, working days are defined as Mondays through Fridays not including authorized paid holidays. Working days are not determined by any individual employee's work schedule.

Types of Appointments

TYPES OF APPOINTMENTS					
TYPES OF LISTS	Original	Promotion	Demotion	Reinstatement	Reassignment
Layoff Demotion	N/A	N/A	N/A	Permanent (in same class series)	N/A
Priority Reemployment	N/A	N/A	N/A	Probation or Permanent	N/A
Layoff Reemployment	N/A	N/A	N/A	Probation or Permanent	N/A
Internal Recruitment	Probation	Probation	Probation or Permanent	N/A	Probation or Permanent
Reemployment (Resigned Only)	N/A	N/A	N/A	Probation or Permanent	N/A
External Recruitment	Probation	N/A	N/A	N/A	N/A

N/A = Not Applicable

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CIVIL SERVICE BOARD
CITY OF JACKSONVILLE, FLORIDA
ADDENDUM NO. I
GRIEVANCE HEARING PROCEDURE

- 1.1 DEFINITION. A grievance, as defined in Rule 9.03(1), is a dispute of any action taken in the administration of the Civil Service and Personnel Rules and Regulations pertaining to any individual's employment or employment rights except as the dispute may be covered by the provisions of Rule 9.05, relating to disciplinary action. A grievance may be filed by an individual employee or a group of employees having the same grievance.
- 1.2 SPECIFY RULE. All grievances shall refer to the specific Civil Service and Personnel Rules and Regulations pertaining to the employee's rights.
- 1.3 NON PROMOTION-RELATED GRIEVANCE. All non promotion-related grievances shall follow the below four (4) step procedure, unless otherwise agreed to in writing by the parties.

Step 1. An employee shall bring the grievance to the attention of the employee's immediate supervisor (at the time the disputed action took place) within ten (10) working days after the employee has knowledge of the grievance. The grievance does not have to be in writing at this step. The employee and the immediate supervisor shall attempt to satisfactorily resolve the grievance within two (2) working days.

Step 2. To proceed with the grievance, the employee shall submit the grievance in writing to the employee's division head or chief within five (5) working days after expiration of the two-day period provided in Step 1. Within five (5) working days of receipt of the written grievance, the division head or chief shall provide written notification to the employee and the immediate supervisor of the decision.

Step 3. To proceed with the grievance, the employee, within five (5) working days of receipt of the division chief's or head's written decision, shall submit the grievance in writing to the department or agency head. The department or agency head shall obtain the facts of the case up to that point from the department or agency file. The department or agency head may hold a conference with all parties concerned including a representative of the employee if it is deemed necessary. Within five (5) working days of receipt of the written grievance, the department or agency head shall provide written notification to the employee, the division head or chief, and the immediate supervisor of the decision.

Step 4. To proceed with the grievance, the employee, within five (5) working days of receipt of the department or agency head's written decision, shall file the

Addendum No. 1

grievance in writing with the Board. The Board shall schedule a hearing to consider the grievance and shall notify the employee and the department or agency head, in writing, of the time and place of the hearing at least ten (10) working days prior to such date. All non promotion-related grievances filed with the Board shall be limited to the issues raised by the parties in Steps 1 through 3, unless mutually agreed to by the parties.

- 1.4 PROMOTION-RELATED GRIEVANCE. All promotion-related grievances shall follow the below two (2) step procedure, unless otherwise agreed to in writing by the parties.

Step 1. An employee shall file a grievance in writing with the Head of Human Resources within ten (10) working days after the employee has knowledge of the grievance. The Head of Human Resources, or his/her designee, shall consider the grievance and issue a written decision to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved with the Head of Human Resources at Step 1, the employee, within five (5) working days of receipt of the Head of Human Resources' written decision, shall file the grievance in writing with the Board. The Board shall schedule a hearing to consider the grievance and shall notify the employee and the Head of Human Resources, in writing, of the time and place of the hearing at least ten (10) working days prior to such date. All promotion-related grievances filed with the Board shall be limited to the issues raised by the parties in Step 1, unless mutually agreed to by the parties.

- 1.5 TIME LIMIT. A grievance not referred by the employee from one step to the next within the specified time limit shall be considered resolved on the basis of the employer's last response, unless such time limit is extended by written agreement of the employee and the employer. Failure on the part of a supervisor, division head, department head, or the Head of Human Resources to respond within the time limit set forth in any step shall entitle the employee to proceed to the next step within the specified time limit.

- 1.6 PUBLIC HEARING. All hearings shall be open to the public.

- 1.7 REPRESENTATION. The employee, at his/her election, may be represented by counsel.

- 1.8 SUBPOENAS. Subpoenas requiring the attendance of witnesses or production of records at hearings shall be issued upon the written request of either party to the Board or the Board's designee. Service of process and the furnishing of witness fees shall be the responsibility of the requesting party. Any request for subpoena shall be made at least ten (10) calendar days prior to the hearing date and shall state the name and address of the witness for whom the subpoena is to be issued and the date and time of the hearing for which the witness is to appear.

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- 1.9 RECORDATION. The Board shall provide for a certified court reporter to preserve the testimony at each hearing; however, any party who desires a transcript of the testimony shall order same at the party's own expense.
- 1.10 CONTINUANCES. The Board Chair may exercise the discretion to grant a continuance of a hearing for good cause shown, or upon stipulation of both parties. Requests for continuances shall be made in writing. Except in cases of an emergency, requests for continuances should be made at least three (3) working days prior to the date of the hearing.
- 1.11 NOTIFICATION OF WITHDRAWAL. A grievant who requests a hearing concerning his/her grievance, who subsequently decides to withdraw the request and waive his/her right to a hearing, shall notify the Board of such withdrawal prior to the scheduled hearing.
- 1.12 FAILURE TO APPEAR. A grievant who fails to appear at a hearing waives the right to the grievance.
- 1.13 RIGHTS OF PARTIES/NO SEQUESTERING OF WITNESSES. Each party shall have the following rights: To present evidence relevant to the issues; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify. No witness shall be required to leave the hearing room during the giving of testimony of any other witness.
- 1.14 OPENING AND CLOSING STATEMENTS. The parties may be granted such limited opening and closing statements as the Chair deems appropriate. Opening statements shall be limited to three (3) minutes, and closing statements shall be limited to five (5) minutes, absent extraordinary circumstances.
- 1.15 LEGAL SUFFICIENCY. Prior to the taking of evidence on any grievance, the Board Chair may test the legal sufficiency of the grievance and may dismiss the grievance if it is untimely filed, fails to sufficiently allege violations of Civil Service and Personnel Rules and Regulations or is otherwise dismissible as a matter of law. The Chair's decision to dismiss a grievance prior to a hearing on the merits may be overturned by a majority vote of the Board members present at the hearing.
- 1.16 EVIDENCE. The hearing is not governed by strict rules of evidence and other rules governing the judicial process. Any relevant evidence is admissible if it is the sort of evidence on which reasonable, prudent persons customarily rely. Hearsay evidence may be used to supplement or explain other evidence. Irrelevant and unduly repetitious evidence may be excluded. All documents to be presented to the Board for consideration shall be Bates stamped or sequentially numbered. Each party may submit with the prehearing stipulation a proposed order that contains findings of fact and conclusions of law that the party alleges would support his/her position. The Board has the right to accept, amend or reject any part or all of a proposed order.

Addendum No. 1

- 1.17 WITNESSES.
- 1.17.1 All witnesses shall be sworn or affirmed and subject to examination and cross-examination by the parties. The Chair shall have the authority to control the order and duration of direct and cross-examination so as to provide efficiency in the hearing process, but still provide a fair opportunity for the presentation of evidence.
- 1.17.2 After the close of the examination of a witness by both parties, the witness is subject to examination by the Board. Subsequent to the Board's examination, the witness shall not be subject to further examination by the parties, except when the party has reserved the right to recall the witness.
- 1.17.3 After both parties have completed their cases, the Board shall have the right to call any witnesses whose testimony could be relevant to the issues. Any witnesses called by the Board shall be subject to cross-examination by both parties limited to the issues raised by the Board.
- 1.18 BOARD DELIBERATION AND DECISION. After the conclusion of the closing statements, if any, the Board should begin its deliberation in Executive Session which shall be open to the public. Neither party shall be permitted to interject any arguments or statements during the deliberation process. A majority vote of those Board members attending a hearing shall be required to approve a grievance. A decision of the Board shall include findings of fact and conclusions of law and shall be reduced to writing. A copy of the decision shall be delivered to the grievant, the department or agency head and the Head of Human Resources.
- 1.19 BURDEN OF PROOF. The grievant has the burden of establishing by a preponderance of the evidence that the department or agency has violated a provision of the Civil Service and Personnel Rules and Regulations.
- 1.20 RELIEF. Upon a finding that a violation of the Civil Service and Personnel Rules and Regulations has occurred, the Board may order such action as it deems appropriate in order to ensure compliance with the Civil Service and Personnel Rules and Regulations pertaining to hiring and promotion.
- 1.21 IMPACT ON POTENTIAL GRIEVANTS. Any employee or prospective employee who believes that he/she is adversely affected by management's action to resolve another's grievance shall file a grievance, in accordance with paragraph 1.3 or 1.4, within ten (10) working days of knowledge of management's action.
- 1.22 CONSOLIDATION/SEVERENCE. The Board Chair shall have the discretion to consolidate or sever cases as he/she deems appropriate.

Addendum No. 2

CIVIL SERVICE BOARD
CITY OF JACKSONVILLE, FLORIDA
ADDENDUM NO. 2
DISCIPLINARY APPEAL HEARING PROCEDURE

- 2.1 PUBLIC HEARING. All hearings shall be open to the public.
- 2.2 REPRESENTATION. The employee, at his/her election, may be represented by counsel.
- 2.3 SUBPOENAS. Subpoenas requiring the attendance of witnesses or production of records at hearings shall be issued upon the written request of either party to the Board or the Board's designee. Service of process and the furnishing of witness fees shall be the responsibility of the requesting party. Any request for subpoena shall be made at least ten (10) calendar days prior to the hearing date and shall state the name and address of the witness for whom the subpoena is to be issued and the date and time of the hearing for which the witness is to appear.
- 2.4 RECORDATION. The Board shall provide for a certified court reporter to preserve the testimony at each hearing; however, any party who desires a transcript of the testimony shall order same at the party's own expense.
- 2.5 CONTINUANCES. The Board Chair may exercise the discretion to grant a continuance of a hearing for good cause shown, or upon stipulation of both parties. Requests for continuances shall be made in writing. Except in cases of an emergency, requests for continuances should be made at least three (3) working days prior to the date of the hearing, and any requests for continuance shall be in accordance with sections 9.05(6)(c) and (d).
- 2.6 NOTIFICATION OF WITHDRAWAL. An employee who requests a hearing concerning his/her proposed disciplinary action, who subsequently decides to withdraw the request and waive his/her right to a hearing, shall notify the Board of such withdrawal prior to the scheduled hearing.
- 2.7 FAILURE TO APPEAR. An employee who fails to appear at a hearing waives the right to the appeal.
- 2.8 RIGHTS OF PARTIES/SEQUESTERING OF WITNESSES. Each party shall have the following rights: To present evidence relevant to the issues; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to require that all witnesses testifying remain outside the hearing room, except for the witness testifying, the representative of the department or agency, and the employee.

Addendum No. 2

- 2.9 OPENING AND CLOSING STATEMENTS. The parties may be granted such limited opening and closing statements as the Chair deems appropriate. Opening statements shall be limited to three (3) minutes, and closing statements shall be limited to five (5) minutes, absent extraordinary circumstances.
- 2.10 LEGAL SUFFICIENCY. Prior to the taking of evidence on any disciplinary appeal, the Board Chair may test the legal sufficiency of the disciplinary appeal and may dismiss the appeal if it is untimely filed or is otherwise dismissible as a matter of law. The Chair's decision to dismiss a disciplinary appeal prior to a hearing on the merits may be overturned by a majority vote of the Board members present at the hearing.
- 2.11 EVIDENCE. The hearing is not governed by strict rules of evidence and other rules governing the judicial process. Any relevant evidence is admissible if it is the sort of evidence on which reasonable, prudent persons customarily rely. Hearsay evidence may be used to supplement or explain other evidence. Irrelevant and unduly repetitious evidence may be excluded. All documents to be presented to the Board for consideration shall be Bates stamped or sequentially numbered. Each party may submit with the prehearing stipulation a proposed order that contains findings of fact and conclusions of law that the party alleges would support his/her position. The Board has the right to accept, amend or reject any part or all of a proposed order.
- 2.12 WITNESSES.
- 2.12.1 All witnesses shall be sworn or affirmed and subject to examination and cross-examination by the parties. The Chair shall have the authority to control the order and duration of direct and cross-examination so as to provide efficiency in the hearing process, but still provide a fair opportunity for the presentation of evidence.
- 2.12.2 After the close of the examination of a witness by both parties, the witness is subject to examination by the Board. Subsequent to the Board's examination, the witness shall not be subject to further examination by the parties, except when the party has reserved the right to recall the witness.
- 2.12.3 After both parties have completed their cases, the Board shall have the right to call any witnesses whose testimony could be relevant to the issues. Any witnesses called by the Board shall be subject to cross-examination by both parties limited to the issues raised by the Board.
- 2.13 BOARD DELIBERATION AND DECISION. After the conclusion of the closing statements, if any, the Board shall begin its deliberation in Executive Session which shall be open to the public. Neither party shall be permitted to interject any arguments or statements during the deliberation process. A majority vote of those Board members attending a hearing shall be required to uphold an appeal. A decision of the Board shall include findings of fact and conclusions of law and shall be reduced to writing. A copy of the decision shall be delivered to the employee, the department or agency head, and the Head of Human Resources. If the Board determines that the

Addendum No. 2

disciplinary action is inconsistent with personnel provisions, rules or regulations, or that it is manifestly unjust under the circumstances, it shall order the reduction or increase of disciplinary action or provide such other action as it deems appropriate.

- 2.14 BURDEN OF PROOF. The department or agency has the burden of going forward and presenting a prima facie case that there is cause for disciplinary action against a permanent employee pursuant to Rule 9.01(2). Thereafter, the employee has the burden of proof, by a preponderance of the evidence, that there is no cause for discipline, insufficient cause for the disciplinary action proposed or that the disciplinary action is otherwise manifestly unjust under the circumstances.
- 2.15 AMENDMENTS. Amendments to the statements of the charges shall be made and served upon the employee no later than three (3) working days before the hearing where practicable. For good cause shown, an employee substantially prejudiced by an amendment to the charges may receive a continuance at the discretion of the Board Chair. Nothing contained herein shall prevent management from bringing additional charges in a new statement of the charges where appropriate.
- 2.16 CONSOLIDATION AND SEVERENCE. The Board Chair shall have the discretion to consolidate or sever cases as he/she deems appropriate.

Addendum 3

CIVIL SERVICE BOARD CITY OF JACKSONVILLE, FLORIDA

ADDENDUM NO. 3

BOARD PROCEDURE

- 3.1 MEETINGS. The Board shall determine the frequency, day and place of its meetings in order to best carry out the powers and duties entrusted to it by the Charter, provided the date and place of its meetings shall be determined and announced in such a way that all interested parties shall be given adequate notice and opportunity to attend such meetings. Setting of hearing dates and any subsequent postponements and rescheduling thereof shall be approved by the Chair.
- 3.2 MEETING DURATION. The Board shall recess/adjourn after no more than six (6) hours of meeting, including hearings and breaks.
- 3.3 QUORUM. Five (5) members of the Board shall constitute a quorum for the transaction of business.
- 3.4 AGENDA. The Board Chair shall approve the Board agenda. All matters shall be cleared through the Chair before being placed on the agenda. Emergency items may be subsequently placed on the agenda during a meeting at the discretion of the Chair.
- 3.5 MEETING MINUTES. All official actions of the Board and meetings shall be recorded in minutes prepared by the Board's staff, or orders prepared by the Board's attorney. Minutes shall include the time and place of each meeting of the Board, the names of the Board members present, all official acts of the Board and, when requested, a Board member's dissent with his/her reasons. Orders shall include the date of the hearing and findings of fact and conclusions of law. Minutes and orders covering formal action of the Board, or a true copy thereof, shall be open to public inspection.
- 3.6 CHAIR AND VICE CHAIR. The Board shall elect a Chair and Vice Chair by a majority vote of the members present to serve for one year terms. The Chair shall preside at all meetings of the Board. In the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and the Vice Chair, the Chair of the Rules Committee shall preside.
- 3.7 COMMITTEES. The standing committee of the Board shall be the Rules Committee. All other committees are select committees.
- 3.8 COMMITTEE APPOINTMENTS. The Board Chair shall have the authority to appoint Board members to serve as members of the Rules Committee and any select committee. The Chair shall appoint the chair of the Rules Committee and the chair

Addendum 3

of any select committee. Committee appointments shall not be subject to challenge except by a two thirds (2/3) vote of the total membership of the Board.

- 3.9 RELAXED PROCEDURAL RULES. The Board is bound only by those rules of order, evidence or procedure in its meetings, hearings or investigations as the Board establishes, and the Board shall also follow Robert's Rules of Order during its Executive Session. The hearings conducted by the Board are not governed by strict rules of evidence.
- 3.10 EXECUTIVE SESSION. At the end of each hearing, the Board shall enter an Executive Session to deliberate and arrive at a decision. During Executive Session, each Board member shall be limited to a total of five (5) minutes per case for discussion purposes. The Chair may waive the five (5) minute limitation.
- 3.11 PUBLIC STATEMENTS PROHIBITED. Board members at all times shall refrain from making any statement, from issuing any communication or from issuing any news media release purporting to represent the actions or views of the Board.

CENTRAL OPERATIONS DEPARTMENT



Reviewed and Revised: October 1, 2010
Replaces Advisory #1, dated July 20, 1995 and Advisory #4, dated April 11, 1997

MEMORANDUM

October 1, 2010

TO: Elected Officials, Appointing Authorities, Department Heads,
Division Chiefs and Independent Agencies

FROM: Chad Poppell 
Chief of Human Resources

SUBJECT: **Civil Service and Personnel Rules and Regulations Advisory #1**
Filling Vacancies – Clarification of Rules

Pursuant to the General Provisions, Duties and Responsibilities (.04) of the Civil Service and Personnel Rules and Regulations, the following interpretation of Rules 4 and 5 are provided. The following information is given to clarify procedures for filling vacancies within the scope of the Civil Service and Personnel Rules and Regulations.

Internal Recruitment

Priority 1 is the means by which permanent employees in the promotionally eligible class (es) within the City or JEA or Duval County School Board compete for available positions.

Priority 2 is another means of internal recruitment and all other City employees within the department who meet the open requirements are eligible to apply.

In both instances, a City employee must have at least twelve (12) months satisfactory service in his/her present position immediately prior to the examination date to apply for an examination. This requirement or the hourly requirement for Priority 2 employees may be waived if mutually agreed upon between the department head and the employee with the approval of the Head of Human Resources. Thus, an employee who had some below satisfactory service during the twelve month period but who is performing satisfactorily at the time of examination may be permitted to participate. The Chief of Human Resources may waive the twelve (12) months satisfactory service requirement for extenuating circumstances.

Please note, an employee who has demoted to a lower class is no longer in the line of promotion until he/she has served for twelve (12) months of satisfactory service in his/her present position immediately prior to the examination date; therefore, ineligible

to compete on a Priority 1 basis. However, the employee may be able to compete on a Priority 2 basis if the employee meets the open requirements and obtains approval as outlined in Rule 4.02(1)(d).

Priority 2 should be used when (1) there are no Priority 1 candidates, or (2) when the Head of Human Resources determines there is an insufficient pool of Priority 1 candidates. Labor class positions may be filled automatically by temporary employees in accordance with the rules.

With the approval of the Head of Human Resources, external and internal recruitment may occur simultaneously. Similarly, Priority 1 and Priority 2 recruitment may also occur simultaneously. However, once a position has been advertised to the public, Veterans' Preference laws apply. For this reason, advertising both internally and externally will only be approved under certain circumstances.

Once a Priority 2 eligibility list has been established for a specific class, the department may fill vacancies from that list until it has been exhausted or declared depleted by the Head of Human Resources. The department may not request Priority 2 recruitment again for that class for one year from the certification date of the Priority 2 eligibility list, unless Priority 1 is used again.

When a Priority 2 eligibility list has been exhausted or declared depleted, and further vacancies occur within the one calendar year period, the department shall use external recruitment to fill those vacancies. Any Priority 2 candidates who remain on the Priority 2 eligibility list at the end of 90 calendar days will be placed on the external eligibility list for the classification and will be valid for an additional 275 days from the date it is certified in accordance with Rule 5.02(4).

External Recruitment

Departments should try to fill vacancies by internal recruitment prior to advertising externally, except for classes where there is no established line of promotion, in which case, the department may use external recruitment. City employees may apply for these positions when advertised externally.

All external recruitment must be filled in accordance with Rule 4.02(2)(a).

CENTRAL OPERATIONS DEPARTMENT




Reviewed and Revised: October 1, 2010
Replaces Advisory #6, issued December 11, 1998

MEMORANDUM

October 1, 2010

TO: Elected Officials, Appointing Authorities, Department Heads,
Division Chiefs and Independent Agencies

FROM: Chad Poppell 
Chief of Human Resources

SUBJECT: **CSPRR Advisory #2**
Layoff/Demotions/Reemployment - Clarification of Rules &
Classification Date

Pursuant to the General Provisions, Duties and Responsibilities (0.4) of the Civil Service and Personnel Rules and Regulations, Rules 5 and 7 are interpreted as follows:

The order of layoff as described in these rules is based on the employee's classification date. This is the date that the employee entered into a job class regardless of the type of appointment (initial hire, promotion, reassignment, demotion). Provisional status does not count toward the class date.

Employees who are in a higher level within the class series identified for layoff will have their classification date used for lower level jobs within the class series. Class series is defined as: An arrangement of classes within the same line of work by ascending levels of skill, effort and responsibility which provides a natural line of progression from the lowest level to the highest level in the series. Class series are generally identified within the job specifications through promotional requirements. Time served in a higher class within a class series will count as time served in the lower class. This includes time served as an appointed employee or official. If an employee's position is reclassified as a result of a reorganization, and continuation of similar work, the original class date will remain.

In order to best serve permanent employees who have been identified for demotion or layoff, members of the Human Resources Division will meet with the affected employees to explain their rights to reemployment and to obtain completed employee profiles and resumes to identify their qualifications for available positions within the City. At the time of layoff, the appointing official or designee with the approval of the Chief

of Human Resources may determine that the employee will receive pay in lieu of working for the period of time from notification to lay off date.

The names of eligible employees identified for layoff or demotion will be placed on a Layoff/Demotion eligibility list ranked by classification date at the time of the demotion or layoff. The Layoff/Demotion eligibility list shall be used for reinstatement appointments in the same class within the competitive area of former employees who were laid off or demoted.

In addition, affected employees may also request to have their names placed on Layoff/Reemployment lists for comparable or lower level classes for which they qualify to be considered for employment. Placement on such lists will take into consideration such factors as class series, existing eligibility lists, job performance, length of service, education, training, experience, physical requirements, essential functions of the job, appropriate accommodation and organizational needs. Layoff/Reemployment eligibility lists will be prepared in accordance with Rule 7.03 (9).

When a vacancy occurs, the department shall consider individuals on existing Layoff/Demotion and then the Layoff/Reemployment eligibility lists in accordance with applicable civil service rules. Reinstatement appointments from the Layoff/Reemployment eligibility list can be made to comparable or lower level classes citywide of former permanent employees who were laid off or demoted.

This advisory does not apply to JEA employees.

CENTRAL OPERATIONS DEPARTMENT




Reviewed and Reissued: October 1, 2010
Replaces Advisory #5, issued September 22, 1997

MEMORANDUM

October 1, 2010

TO: Elected Officials, Appointing Authorities, Department Heads,
Division Chiefs and Independent Agencies

FROM: Chad Poppell 
Chief of Human Resources

SUBJECT: **CSPRR Advisory #3**
Interpretation of JEA's Duties and Responsibilities under the Civil
Service and Personnel Rules and Regulations

Pursuant to the General Provision, Duties and Responsibilities (.04) of the Civil Service and Personnel Rules and Regulations, the following interpretations are provided to clarify the division of authority and responsibility between City and the Jacksonville Electric Authority through their respective Personnel and Human Resource functions with respect to the administration of the Civil Service and Personnel Rules and Regulations.

The authority of the City Personnel Division to "establish the personnel policy of the consolidated government by civil service and personnel rules and regulations adopted by the personnel department in accordance with this charter and the ordinance of the city," is set forth in Section 17.05(d) of the Charter and is not affected by this interpretation of the Civil Service and Personnel Rules and Regulations.

General Provisions

Pursuant to the provisions of the City Charter, the Jacksonville Electric Authority has independent authority and responsibility for personnel functions related to JEA personnel. In accordance with that authority and responsibility, the Scope and Purpose of these Rules, Section .01 of the General Provisions, is hereby interpreted to pertain to Civil Service positions and employees within the consolidated City of Jacksonville, herein called "City", and the Jacksonville Electric Authority, herein called "JEA", as authorized by the City Charter and the Jacksonville Ordinance Code.

Similarly, the Statement of Policy, Section .02 of the General Provisions is interpreted to establish the Personnel Policies of the City and the JEA by the Civil Service and Personnel Rules and Regulations.

The duties and responsibilities indicated in Section .04 of the General Provisions as applicable to the "Head of Personnel" are the responsibilities included in the charter or ordinance code relative to the respective personnel functions of the City and the JEA. In accordance with the JEA's independent authority and responsibility under the charter for JEA personnel functions, the term "Head of Personnel" shall be interpreted to refer either to the Head of Personnel of the City or to the Head of Personnel of the JEA for matters covering employees of the JEA, unless expressly provided otherwise in this Advisory. The authority to issue written interpretations to clarify the intent or application of any provision of these rules shall be interpreted as referring only to the Head of City Personnel, not to the Head of Personnel of the JEA.

With respect to application of the Rules, this interpretation includes, but is not limited to, the following:

- **Rule 1 – Position Classification:** The Head of Personnel of the JEA shall have responsibility for adopting, amending, or modifying the position (job) classification plan for the JEA. All original position descriptions for JEA classifications shall be filed in JEA Personnel.
- **Rule 2 – Compensation:** With respect to JEA employees, the Head of Personnel of the JEA shall have the responsibilities assigned by this Rule to the Head of Personnel.
- **Rule 3 – Recruitment:** The Head of JEA Personnel shall be interpreted to have all responsibilities set forth in this Rule related to recruitment for civil service vacancies in the JEA.
- **Rule 4 – Application and Examination:** The Head of JEA Personnel shall be interpreted to have all responsibilities set forth in this Rule related to application and examination procedures covering civil service positions in the JEA.
- **Rule 5 – Eligibility Lists:** The Head of JEA Personnel shall be interpreted to have all responsibilities under this Rule related to the establishment and use of Eligibility Lists for filling civil service positions in the JEA.
- **Rule 6 – Appointments, Status and Transfers:** The Head of JEA Personnel shall be interpreted to have all responsibilities under this Rule for appointments, status and transfers of JEA civil service employees.
- **Rule 7 – Separations and Layoffs:** The Head of JEA Personnel shall be interpreted to have all responsibilities under this Rule related to separations and layoffs of JEA civil service employees.
- **Rule 8 – Attendance and Leave:** The Head of JEA Personnel shall be interpreted to have all responsibilities under this Rule related to matters affecting attendance and leave for JEA civil service employees.
- **Rule 9 – Disciplinary Actions, Grievances and Appeals:** The Head of JEA Personnel shall be interpreted to have responsibility under this Rule to receive and decide

grievances of permanent JEA civil service employees and/or prospective JEA civil service employees related to promotion and/or hiring and shall authorize JEA's standard range of penalties prior to filing with the Civil Service Board. Notice required to be filed under this Rule shall be filed with the Head of JEA Personnel where applicable to JEA civil service employees.

- **Rule 10 – Personnel and Related Programs, Records and Reports:** The Head of JEA Personnel shall be interpreted to have responsibility for record-keeping requirements under this Rule as they related to JEA civil service employees.

Definitions

- The term "Head of Personnel" shall be interpreted to apply to the Head of JEA Personnel with respect to application of these Rules to the JEA and its employees and shall apply to the Head of City Personnel with respect to application to all other civil service employees of the consolidated government.
- The term "Personnel Function" shall apply to that function within the City or the JEA as warranted by the context.
- The term "City Employee" includes JEA contract employees.

CENTRAL OPERATIONS DEPARTMENT




Reviewed and Reissued: October 1, 2010
Replaces Advisory #6, issued December 11, 1998

MEMORANDUM

October 1, 2010

TO: Elected Officials, Appointing Authorities, Department Heads,
Division Chiefs and Independent Agencies

FROM: Chad Poppell 
Chief of Human Resources

SUBJECT: **CSPRR Advisory #4**
Interpretation to Clarify the Division of Authority and Responsibility
Between the City and the Duval County School Board

Pursuant to the General Provision, Duties and Responsibilities (.04) of the Civil Service and Personnel Rules and Regulations, the following interpretations are provided to clarify the division of authority and responsibility between City and the Duval County School Board through their respective Personnel and Human Resource functions with respect to the administration of the Civil Service and Personnel Rules and Regulations.

The authority of the City Personnel Division to "establish the personnel policy of the consolidated government by civil service and personnel rules and regulations adopted by the personnel department in accordance with this charter and the ordinance of the city," is set forth in Section 17.05(d) of the Charter and is not affected by this interpretation of the Civil Service and Personnel Rules and Regulations.

General Provisions

Pursuant to the revisions to the City Charter effectuated by the City Council's passage of Ordinance 98-624, the Duval County School Board is not required to use the City's Division of Human Resources. Accordingly, the DCSB is authorized to assume all responsibilities for recruitment, examining, classification and compensation with regard to its own employees effective October 1, 1998. In accordance with that authority and responsibility, the Scope and Purpose of these Rules, Section .01 of the General Provisions, is hereby interpreted to pertain the Civil Service positions and employees within the consolidated City of Jacksonville, herein called "City", and the Duval County School Board, herein called "DCSB", as authorized by the City Charter and the Jacksonville Ordinance Code.

Similarly, the Statement of Policy, Section .02 of the General Provisions is interpreted to establish the Personnel Policies of the City and the DCSB by the Civil Service and Personnel Rules and Regulations.

The duties and responsibilities indicated in Section .04 of the General Provisions as applicable to the "Head of Personnel" are the responsibilities included in the charter or ordinance code relative to the respective personnel functions of the City and the DCSB. In accordance with the DCSB's authority and responsibility for DCSB personnel functions, the term "Head of Personnel" shall be interpreted to refer either to the Head of Personnel of the City or to the Head of Personnel of the DCSB for matters covering employees of the DCSB, unless expressly provided otherwise in this Advisory. The authority to issue written interpretations to clarify the intent or application of any provision of these rules shall be interpreted as referring only to the Head of City Personnel, not to the Head of Personnel of the DCSB.

With respect to application of the Rules, this interpretation includes, but is not limited to, the following:

- **Rule 1 – Position Classification:** The Head of Personnel of the DCSB shall have responsibility for adopting, amending, or modifying the position (job) classification plan for the DCSB. All original position descriptions for DCSB classifications shall be filed in DCSB Personnel.
- **Rule 2 – Compensation:** With respect to DCSB employees, the Head of Personnel of the DCSB shall have the responsibilities assigned by this Rule to the Head of Personnel.
- **Rule 3 – Recruitment:** The Head of DCSB Personnel shall be interpreted to have all responsibilities set forth in this Rule related to recruitment for civil service vacancies in the DCSB.
- **Rule 4 – Application and Examination:** The Head of DCSB Personnel shall be interpreted to have all responsibilities set forth in this Rule related to application and examination procedures covering civil service positions in the DCSB.
- **Rule 5 – Eligibility Lists:** The Head of DCSB Personnel shall be interpreted to have all responsibilities under this Rule related to the establishment and use of Eligibility Lists for filling civil service positions in the DCSB.
- **Rule 6 – Appointments, Status and Transfers:** The Head of DCSB Personnel shall be interpreted to have all responsibilities under this Rule for appointments, status and transfers of DCSB civil service employees.
- **Rule 7 – Separations and Layoffs:** The Head of DCSB Personnel shall be interpreted to have all responsibilities under this Rule related to separations and layoffs of DCSB civil service employees.

- **Rule 8 – Attendance and Leave:** The Head of DCSB Personnel shall be interpreted to have all responsibilities under this Rule related to matters affecting attendance and leave for DCSB civil service employees.
- **Rule 9 – Disciplinary Actions, Grievances and Appeals:** The Head of DCSB Personnel shall be interpreted to have responsibility under this Rule to receive and decide grievances of permanent DCSB civil service employees and/or prospective DCSB civil service employees related to promotion and/or hiring and shall authorize DCSB's standard range of penalties prior to filing with the Civil Service Board. Notice required to be filed under this Rule shall be filed with the Head of DCSB Personnel where applicable to DCSB civil service employees.
- **Rule 10 – Personnel and Related Programs, Records and Reports:** The Head of DCSB Personnel shall be interpreted to have responsibility for record-keeping requirements under this Rule as they related to DCSB civil service employees.

Definitions

- The term "Head of Personnel" shall be interpreted to apply to the Head of DCSB Personnel with respect to application of these Rules to the DCSB and its employees and shall apply to the Head of City Personnel with respect to application to all other civil service employees of the consolidated government.
- The term "Personnel Function" shall apply to that function within the City or the DCSB as warranted by the context.



PROCEDURE: ES A0200 RS 605 EMPLOYMENT
TITLE: EMPLOYMENT PROCEDURES
CREATION DATE: MAY 7, 1990 **REVISED:** SEPTEMBER 29, 2014

POLICY STATEMENT: JEA desires to have a diverse workforce that is representative of the community, which is achieved through equal access, equal opportunity and aggressive recruiting strategies.

ASSIGNMENT OF RESPONSIBILITY: The Director, Employee Services is responsible for the maintenance of this procedure. All appointed employees are responsible for implementation of this procedure.

PROCEDURE:

I. RECRUITMENT AND SELECTION

- A. When advertising is required, Talent Acquisition may be responsible for all advertisements, including payment. All advertising shall include the phrase "An Equal Opportunity/Equal Access Employer". Open positions are normally advertised internally, but may also be advertised externally. All applicant responses will be sent via the online applicant tracking system directly to Talent Acquisition.
- B. The Hiring Manager must first coordinate proposed recruitment with Talent Acquisition.
- C. Talent Acquisition /Business Unit are responsible for all travel costs associated with the recruitment process and the placement fee for external recruitment agency hires.
- D. The Hiring Manager shall select the person to be employed.
- E. All examinations and interview documents shall be reviewed by Talent Acquisition and completed documents shall be submitted to Talent Acquisition for a two year retention period.

II. CIVIL SERVICE SELECTIONS

Civil Service selections shall be made to fill classified authorized budgeted positions in accordance with procedures outlined by the Talent Acquisition group and the City of Jacksonville Civil Service and Personnel Rules and Regulations. Selections must be made from a certified eligibility list approved by the Manager of Talent Acquisition. Talent Acquisition shall maintain the applicant flow data.

- A. Civil Service selections may be made by utilizing written examination, oral examination (interview), performance assessment, presentation, etc. The Exam Committee determines the best selection method to utilize based on the knowledge, skills and abilities required for the position.
- B. Interview Committee
 1. When interviewing is the means of selection, an Interview Committee shall be established to interview the list of eligible's as developed in accordance with procedures adopted by Talent Acquisition.
 2. Talent Acquisition shall coordinate with the Hiring Manager for assignment of individuals to the Interviewing Committee. The Interview Committee shall be composed of three (3) persons. The Hiring Manager shall endeavor to assign to the committee at least one knowledgeable person from outside the Hiring Manager's area. If sufficient knowledgeable persons are not available except from the Hiring Manager's area, all committee members may be from that area. The Hiring Manager shall be the chairperson/lead person.
 3. Each member of the Interview Committee shall be in a position equal to or higher than the position to be filled, except that if sufficient persons of equal or higher position are unavailable, a person below the level of the position to be filled may be assigned, so long as that person is not in the line of promotion for the class.
 4. In rare circumstances, the Hiring Manager may request a special interview committee member based on the position and the responsibilities outside the JEA organization. Any external interview committee member must be approved by the Manager, Talent Acquisition prior to participating on the selection team.

III. REINSTATEMENT OF FORMER EMPLOYEES – RE-EMPLOYMENT LIST

When a former employee's name is on the Re-employment List for a class for which an open examination is given, the former employee may be reinstated in accordance with the provisions of the Civil Service and Personnel Rules and Regulations.

IV. TEMPORARY HIRE

- A. Temporary hires may be made to fill authorized temporary hours. Employees report directly to a JEA Manager and perform day to day operational duties. Allocations are not required for JEA temporaries; however, JEA temporary employees fall under JEA's limit for budgeted temporary hours which must be approved through Budget Services, Unit Vice President, and Organizational Performance Improvement prior to offer of employment.
- B. Cooperative Students (the "CO-OP") may be hired on a temporary basis provided the provisions of Section VI below are followed.

- C. Employees working authorized budgeted hours shall be paid based upon the level of duties and responsibilities assigned and the comparable pay plan rate.
- D. Pre-employment background screenings will be required for employment.
- E. Temporary employee benefits summary is available on Quest (Enabling Processes, Talent Acquisition).

V. APPOINTED STATUS

- A. "Appointed Status" Employment is made to fill positions exempted from the Civil Service system. Obtaining the best qualified available person for appointment to these positions is of paramount importance to JEA.
- B. Talent Acquisition will be responsible for posting notice of vacancies, receipt of application, verifying documentation and scheduling interviews when recruiting is made from sources internal or external to JEA.
- C. All vacancies for Appointed Personnel within the JEA shall be filled under one of the following procedures:
 - 1. Internally or externally. All applicant responses will be sent via the online applicant tracking system directly to Talent Acquisition.
 - 2. Employees who resigned from an appointed position may be reemployed by direct appointment.

VI. CO-OP

- A. The Cooperative Education Program of JEA is a plan whereby college students gain practical experience relating to their field of study provided such field is related to the operation of the assigned work unit. This is achieved by alternating their time between the colleges or university they are attending and JEA where they apply their education to a realistic work situation.
- B. The program provides work assistance at various levels of skill as well as provides recruitment assistance. Employment as a "CO-OP" can only be made utilizing temporary or part-time hours with student documentation of current college or university enrollment.
- C. This is a "Work While Training" type program. The students are to be assigned to productive, challenging work programs related to their training. Two (2) "CO-OP" students may be paired and their work periods arranged so that one student is employed while the other is attending school.
- D. Work period is defined as a semester, trimester or quarter interval worked, depending on the schedule of the college or university.
- E. The "CO-OP" shall be expected to adhere to all general rules and regulations that appropriately govern similar JEA employees.
- F. The "CO-OP" shall work a flexible 32 hour work week, as determined by his/her manager, primarily during the summer months; and will only receive holiday pay if they work the day before and after a holiday. Since the Co-Op does not work a

traditional 40 hour work week, overtime pay is not applicable. The "CO-OP" will not be eligible for regular employee benefits such as annual leave or insurance coverage.

- G. Salary shall be in accordance with a range set annually by Human Resources. Actual salary for a specific "CO-OP" shall be set by the Emerging Workforce Strategies Program Manager within an established range based upon the student's major, classification, GPA and previous experience with JEA. The established range is currently \$11.00 to \$15.00 per hour.

VII. INDIRECT TEMPORARY STAFFING

- A. External Contract Employee Service Provider - A person employed by a vendor, who is sent to JEA to perform day to day operational work reporting directly to a JEA Manager. A fee is paid to the vendor for providing the services and the vendor pays the person and all payroll taxes.
- B. Independent Contractor - A person or company employee retained by JEA or a JEA vendor hired to perform project work or work of a defined scope, for a fee, and who is obtained through the procurement process. JEA does not control the precise manner or means by which the person or company accomplishes its task or objective, and the person or company is not truly supervised, although the parties may contract a scope of services and respective rights and limitations. An independent contractor is not supervised or managed day-to-day by a JEA employee, nor is an independent contractor an employee of JEA; therefore, salary or payroll taxes are not paid or withheld by JEA.
- C. Hiring supplemental workforce is covered in JEA's policy regarding direct and indirect temporary employment.

VIII. HIRING OF RELATIVES

All types of employment by JEA fall under the provisions of JEA's nepotism policy.

IX. PRE-EMPLOYMENT SUBSTANCE SCREENING

All hires with JEA including, but not limited to, Civil Service, appointed, temporary, and co-op student must be screened for controlled substance use prior to employment.

X. BACKGROUND SCREENING

All hires with JEA including, but not limited to, Civil Service, appointed, temporary, and co-op student must be screened based on JEA's Background Screening policy prior to employment.

XI. QUALIFYING STATEMENT

Notwithstanding the provisions of this policy, nothing contained herein shall be construed as to amend, or violate, any Civil Service and Personnel Rules and Regulations, or any other applicable law.

SIGNED: /s/ Patricia Maillis
Director, Employee Services

EFFECTIVE DATE: September 30, 2014

REVISED: 18 JUNE 2013
15 AUGUST 2013