IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

JEA BOARD OF DIRECTORS MEETING

JEA Tower, T-19 | 21 West Church Street, Jacksonville, FL 32202
September 20, 2022 | 9:00 am – 12:00 pm

WELCOME

Meeting Called to Order Time of Reflection Introductions Adoption of Agenda (Action)	Bobby Stein, Chair
Safety Briefing & Core Values Moment	Timothy Leigh, Strategic Segment Manager

COMMENTS / PRESENTATIONS

Council Liaison's Comments	Council Member Michael Boylan
Comments from the Public	Public
Managing Director / CEO Report	Jay Stowe, Managing Director / CEO
JEA Performance Update	Michael Dae, Director, Regulatory Permitting Programs and Compliance
FINANCE & OPERATIONS COMMITTEE REPORT	General Joseph DiSalvo, Chair
CUSTOMER & WORKFORCE COMMITTEE REPORT	Sheila Pressley, Chief Customer Officer David Emanuel, Chief Human Resources Officer

RATE HEARING

Called to Order	Bobby Stein, Chair
District Energy System Rates Overview	Juli Crawford, Senior Advisor, Strategy
Comments from the Public District Energy System Rates (Action)	Bobby Stein, Chair

FOR BOARD CONSIDERATION

Consent Agenda (Action) Board Meeting Minutes – August 10, 2022 **FINANCE & OPERATIONS COMMITTEE** Approval of Minutes – May 23, 2022 Authorization for Property Acquisition - Nocatee South Water Facility Authorization for Eminent Domain Circuit 663 Energy Market Risk Management Policy Pricing Policy	Bobby Stein, Chair

CUSTOMER & WORKFORCE COMMITTEE REPORT

Appointment of Dr. Edythe Abdullah to the City of Jacksonville Civil Service Board — Bobby Stein, Chair

UNBEATABLE TEAM

FY23 Pay for Performance Program (Action) — Pat Maillis, Senior Director, Employee Services

Collective Bargaining Unit Agreements (Action)

BUSINESS EXCELLENCE

Fuel Rate Volatility — Nancy Reinker, Manager, Fuels Management Services

Plant Vogtle Update — Jody Brooks, Chief Administrative Officer

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business/Open Discussion

Chair's Report — Bobby Stein, Chair

Announcements – Next Board Meeting October 25, 2022

Adjournment

INFORMATIONAL MATERIAL

Appendix A: Corporate Headquarters Update

Appendix B: Financial Statements

Appendix C: Finance & Operations Committee Material – September 9, 2022

Appendix D: Customer & Workforce Committee Material – September 16, 2022

BOARD CALENDAR

2023 Board Meetings
9:00 am – October 25, January 24, February 28, March 28, April 25, June 27, August 29, September 26

2023 Committee Meetings
External Affairs Committee – December 16, April 18, September 8
Finance & Operations Committee – December 16, March 10, April 14, June 23, September 15
Governance, Audit, and Compliance Committee –October 13, January 13, August 4
Customer & Workforce Committee – October 21, January 20, April 14, August 25
Executive Committee – As needed



Board of Directors Meeting

September 20, 2022

To submit a public comment to be read during the meeting, please email Melissa Charleroy at charmm2@jea.com. Public comments must be received no later than 9:10 am.

To provide public comment via WebEx, please refer to the Public Notice on jea.com for detailed instructions.

If you experience any technical difficulties during the meeting, contact Ontario Blackmon at (904) 665-4203 or JEA's WebEx Support Team at webexsupport@jea.com.



Safety Briefing and Core Values Moment

Tim Leigh
Strategic Segment Manager

JEA®

Develop an Unbeatable Team

Safety Briefing

In the event of an emergency, JEA Security will call 911 and coordinate any required evacuation

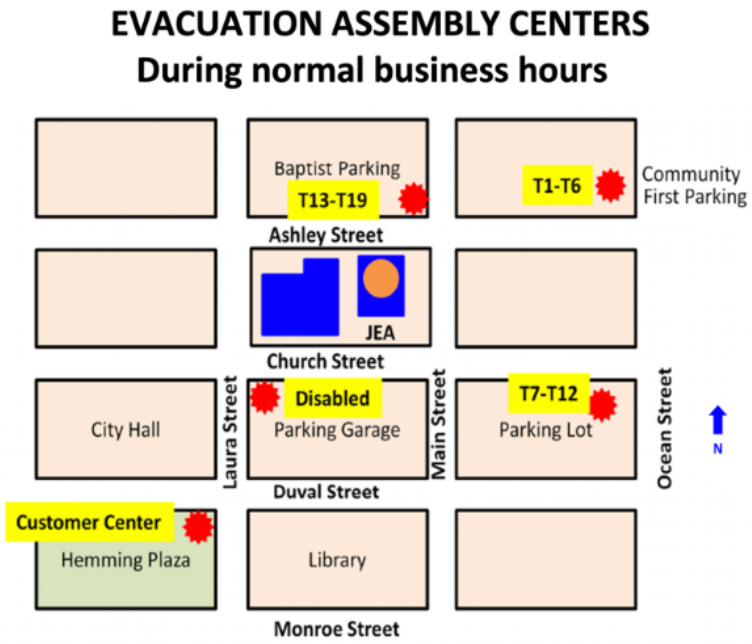
Emergency Evacuation Route (use stairwell)

Assembly Location: First Baptist Church Parking Lot (corner of Ashley & Main St.)

Safety or Medical Assistance: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



Be Prepared for Emergencies

Integrity

We place the highest standard on ethics and personal responsibility, worthy of the trust our customers and colleagues place in us.

Integrity also means you are an artist

What are artistic values?

How does this apply to Northeast Florida, the community, our colleagues, and our customers?





Performance Update

Michael Dae

Director, Regulatory Permitting Programs and Compliance

JEA Performance Scorecard | Data through August 31, 2022

- Pay-for-Performance Measure
- Higher is good
- Lower is good
- On Plan or Better
- At Risk
- Unfavorable

			FY20	FY21	FY22 Goal	FY22 YTD	FY22 Forecast
UNBEATABLE TEAM	●	▼ Safety - Lost Time Incident Rate (LTIR)	0.38	0.66	0.44	0.24	0.27
		▲ Employee Engagement	N/A	N/A		79	79
		▲ Retention	94%	93%		93%	93%
		New Hires	97	182		213	228
		▲ Diversity - Female Representation %	22%	22%		22.8%	22.7%
		▲ Diversity - People of Color Representation %	25%	26%		26.3%	26.2%
		▲ Diversity - Veteran Representation %	19%	20%		18.2%	18.5%
CUSTOMER LOYALTY	●	▲ Customer Satisfaction - Residential (JD Power)	3rd Quartile	3rd Quartile	2nd Quartile	2nd Quartile	2nd Quartile
	●	▲ Customer Satisfaction - Commercial (JD Power)	2nd Quartile	4th Quartile	2nd Quartile	3rd Quartile	3rd Quartile
		▼ Nitrogen to the River (tons)	299	372	440	339	375
		▼ Sanitary Sewer Overflows (Total Count)	48	35	31	29	32
		▼ Environmental Compliance - Permit Exceedances	1	1	4	0	0
BUSINESS EXCELLENCE		▲ Sales - Electric System (MWh)	12,185	12,216	12,200	11,383	12,471
		▲ Sales - Water System (Million Gallons)	38,272	37,181	39,000	36,147	39,419
		▲ Sales - Wastewater System (Million Gallons)	28,160	28,139	29,000	26,941	29,432
		▲ Sales - Reclaim (Million Gallons)	4,427	4,463	5,000	4,806	5,276
		▲ Revenue - Total System ($M)	$1,600	$1,628	$1,638	$1,736	$1,936
		▼ Total Debt ($M)	$3,257	$3,000	$2,731	$2,836	$2,734
		▼ Net Funded Debt ($M)	$3,031	$2,788	$2,547	$2,651	$2,544
		▼ Operations & Maintenance (O&M) Spend ($M)	$393	$381	$441	$368	$425
		▲ Capital Spend ($M)	$387	$355	$500	$389	$526
		▼ Fuel & Purchased Power Expense ($M)	$343	$425	$534	$615	$692
	●	▲ Electric O&M ($)	$218	$214	$253	$201	$235
	●	▲ Water O&M ($)	$171	$163	$183	$162	$184
		▼ Reliability - Customers Experiencing Multiple Interruptions (CEMI-5)	0.25%	0.14%	0.80%	0.17%	0.05%
		▼ Reliability - Effective Forced Outage Rate (EFOR)	2.3%	4.0%	3.2%	0.3%	0.6%
		▼ Reliability - Water Unplanned Outages (Number of Customers)	15,342	12,257	7,700	4,282	4,671
		▼ Water Pressure (average min < 30 psi)	4.0	2.1	2.8	2.4	2.5

Pay for performance is currently projected at 2.33% of base salaries



Finance & Operations Committee Report

General Joseph DiSalvo

Committee Chair

Deliver Business Excellence



Customer & Workforce Committee Report

Sheila Pressley
Chief Customer Officer

David Emanuel
Chief Human Resources Officer

JEA®

Develop an Unbeatable Team



District Energy System Rate Hearing

Juli Crawford
Senior Advisor, Strategy

DES Rate & Fee Recommendations

Plan for Full Financial Recovery of Costs

Establish Connection Fees & Revamp Contract Terms

To be individually negotiated between each customer and JEA

Restructure Base Rates

Plant Level Demand Rates (per Ton)

- $35.40 Downtown
- $38.90 Hogan's Creek
- $33.30 Springfield

System Level Variable Rates (per Ton-Hour)

- $0.11284 Commodity Charge*
- $0.04814 Consumption Charge

*To be adjusted monthly based on current commodity data (reflects June's forecast)

Reinstitute & Reinforce Delta T (Temperature Change)Penalties

To be determined during contract discussions for each customer

Current customers have been contacted and informed of the rate change

Recommendations

Staff recommends, pending the outcome of the public rate hearing, that the Board adopt the Resolution and attachments including:

DES Tariff Documentation changes

Administrative Electric Tariff Documentation changes:

Extending the Economic Development Program to September 30, 2023

Inserting the SolarSmart pricing into the SolarSmart rider sheet

All changes proposed to be effective October 1, 2022



FY23 Pay for Performance Program

Pat Maillis
Senior Director, Employee Services

Develop an Unbeatable Team

FY23 Proposed Pay for Performance Program

FY23 metrics will continue to focus on the company's strategic initiatives and areas of focus

Recommend retaining the performance measures implemented in FY22, updating the performance metrics to reflect a continued focus on achieving higher performance:

Strategic Focus Area	FY23 Pay for Performance Measures	Meets	Exceeds
Unbeatable Team	Safety – Lost-Time Incident Rate (LTIR)	< 0.35 - 0.28	< 0.28
Customer Loyalty	Residential Customer Satisfaction	2nd Quartile	1st Quartile
	Business / Commercial Customer Satisfaction	2nd Quartile	1st Quartile
Business Excellence	Total Non-Fuel O&M Expense	$480,947 - $506,260	Not Eligible

Total estimated cost of FY23 Pay for Performance Program not to exceed $9,724,559

Requesting Board approval of the FY23 Pay for Performance Program



Collective Bargaining Unit Agreements

Pat Maillis
Senior Director, Employee Services

Develop an Unbeatable Team

Bargaining Unit Composition

JEA's workforce is primarily comprised of highly technical, highly trained individuals

79% (1,595) of JEA's total workforce is represented by a collective bargaining agreement with an average wage of $39.22



Skilled & Semi-Skilled Craft and Technicians - 68%

Typical jobs include Line Maintainers, Pipefitters, Meter Technicians, Power Plant Operators, etc.



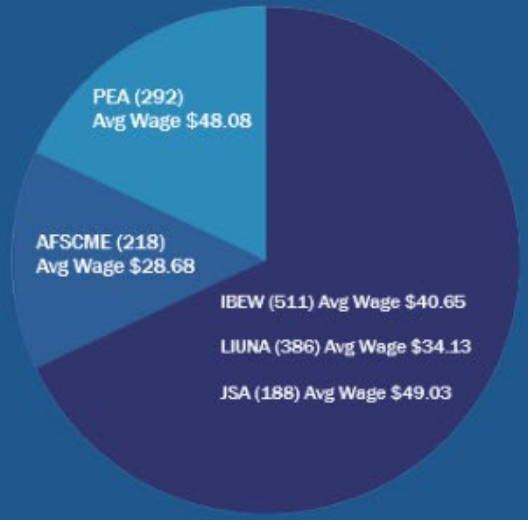
Professional - 18%

Typical jobs include Accounting, Engineering, Finance, Technolgy, etc.



General Admin - 14%

Typical jobs include Human Resources, Procurement, etc.



Collective Bargaining Unit Agreements

JEA completed negotiations with all five (5) collective bargaining units for three (3) year agreements commencing October 1, 2022 – September 30, 2025

Key Considerations:

2.8% unemployment rate for Jacksonville

Historically high inflation, Consumer Price Index (CPI) for Southeast 9. 8%

Wage pressures as a result of limited talent pool

All Workforce Indices

7.6%
Turnover

15%
Eligible to Retire

135
Current Job Openings

Agreements require the Jacksonville City Council approval

Collective Bargaining Unit Agreements

Wages

Union	Year 1	Year 2	Year 3	Ratification Incentive	CPI Consideration
AFSCME	8%	4.5%	3.5%	3%	Years 2 & 3
IBEW	8%	4.5%	3.5%	3%	Years 2 & 3
JSA	9%	4.5%	3.5%	3%	Years 2 & 3
LIUNA	8%	4.5%	3.5%	3.25%	Years 2 & 3
PEA					
General Increase	2%	2%	2%	3%	
Performance Pay	6%	4%	3%		Years 2 & 3
Range Minimum	2%	2%	2%		
Range Maximum	6%	3%	2%		

Collective Bargaining Unit Agreements

Other Notable Changes

Increase to Longevity Pay

Bargaining unit employees will now receive an increase in salary as follows:

- $325 per year for every five (5) year period of continuous service through year fifteen (15)
- Thereafter, an increase in salary of $500 per year for every five (5) year period of continual service
- Currently employees receive $300 per year for every five (5) year period of continuous service

Dependent Coverage

JEA will now pay 60% of the cost of an employee's dependent health coverage

Currently JEA pays 50%

Benefits Insurance Committee

Unions will be provided up to two (2) representatives to attend the Quarterly Benefits meeting to get updates on plan performance and to provide input regarding the group health plans

Holidays

Agreed to the addition of the Juneteenth holiday

Recapitalization Language

Union's have all agreed to remove the articles and exhibits regarding the terms of a recapitalization

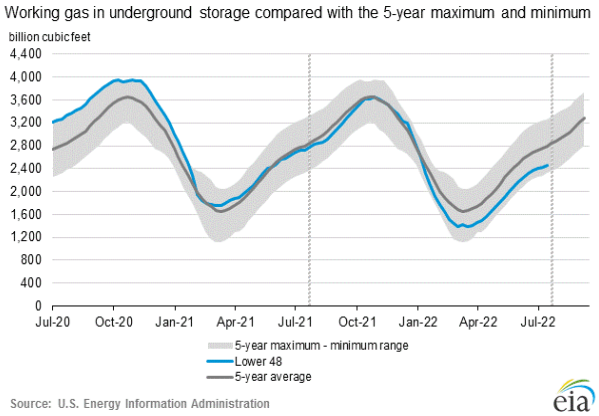
Staff requests the Customer & Workforce Committee recommend the proposed agreements to the Board for approval

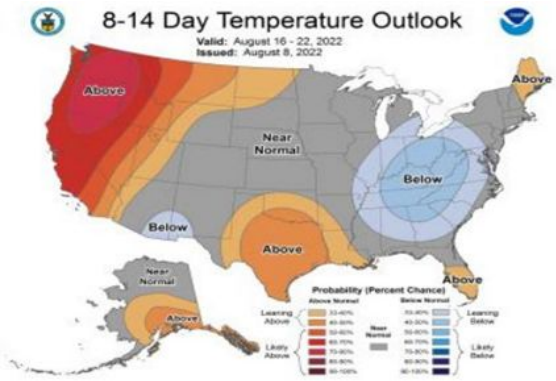


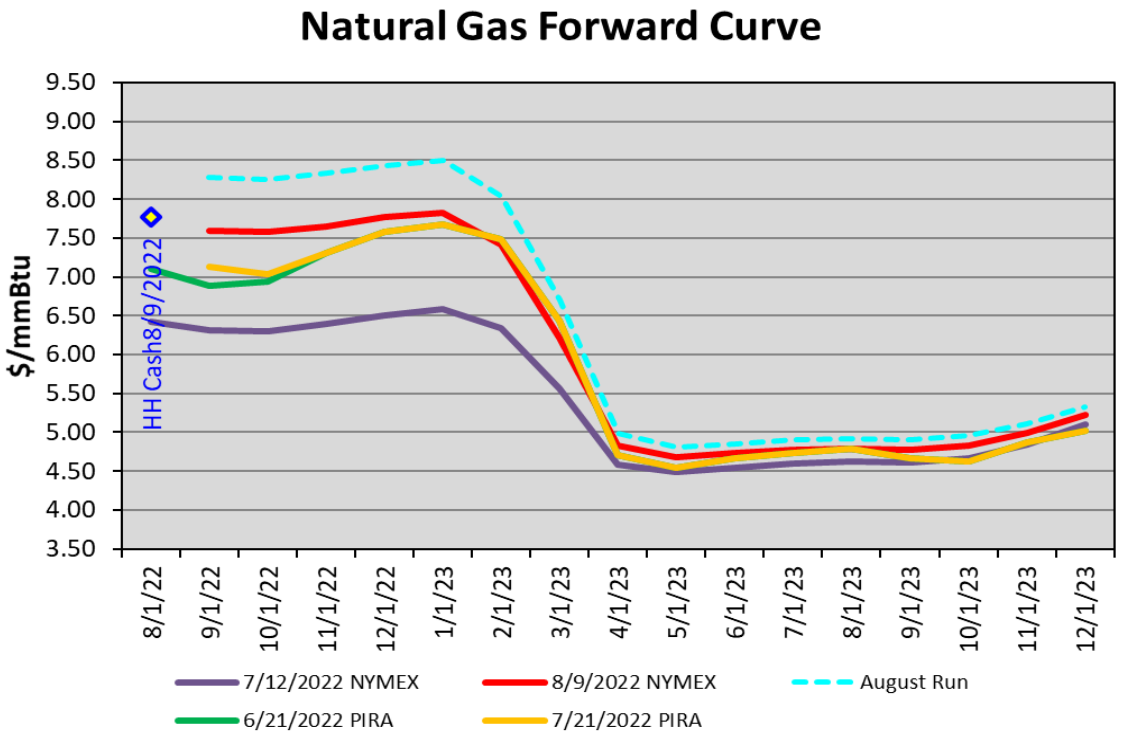
Fuel Rate Volatility

Nancy Reinker
Manager, Fuels Management Services

Natural Gas Market Prices





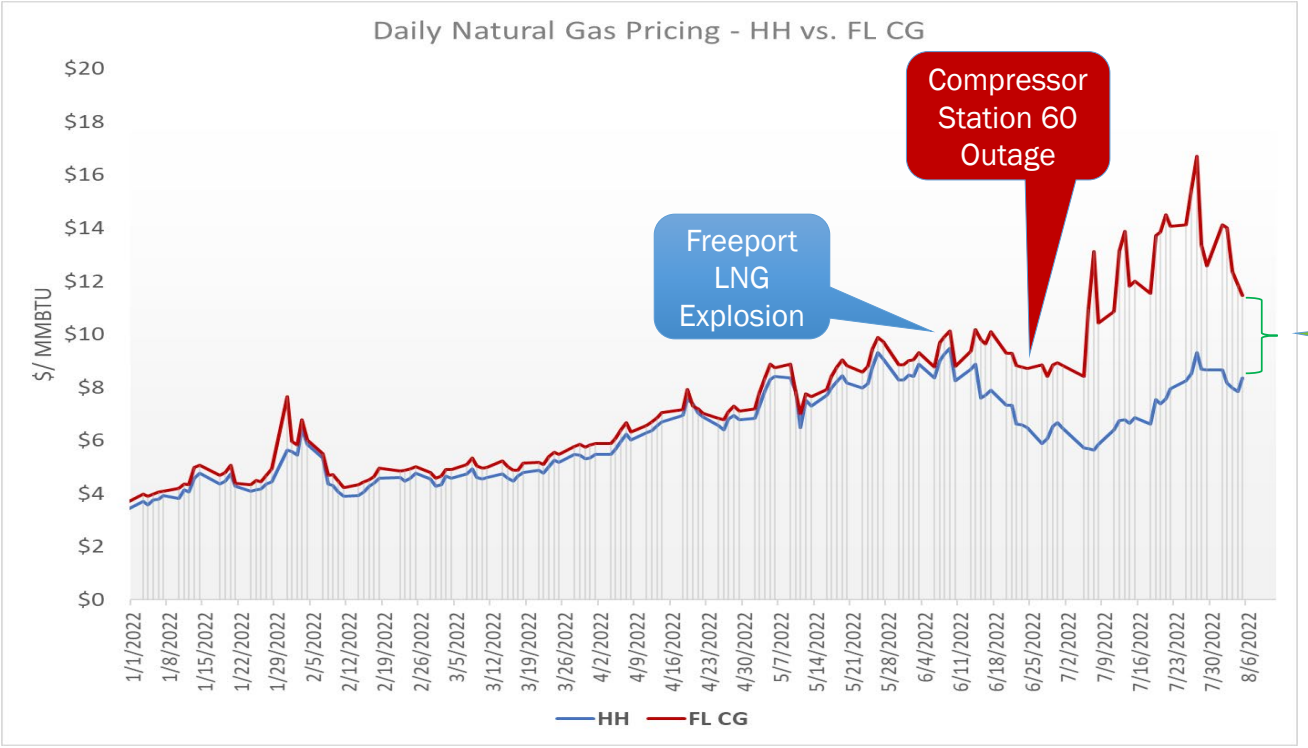


* Commodity prices without transportation costs
HH – Henry Hub
PIRA – Petroleum Industry Research Associates Energy Group – now S&P Global Platts

Some impacts on gas prices include storage inventories and weather/electric load

Natural Gas Market Prices

Basis price is the difference between any two pricing points



HH – Henry Hub FL CG – Florida City Gate LNG – Liquified Natural Gas

The gas basis price to Jacksonville has increased since June

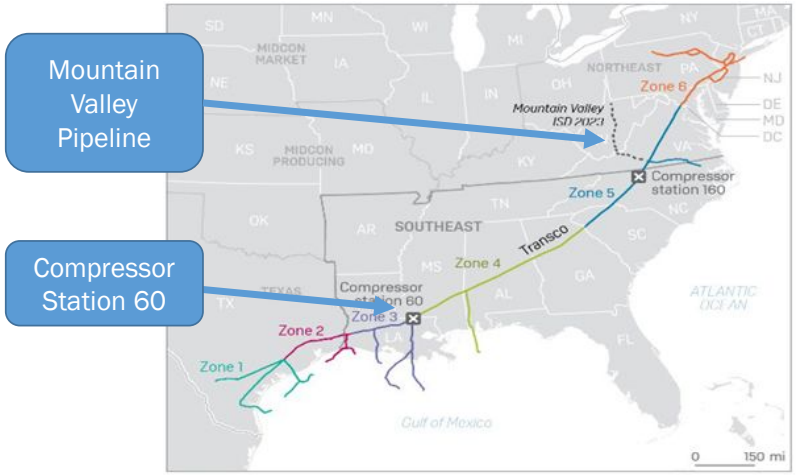
Why is the Southeast/Florida Basis Expanding?

Unplanned/Extended Pipeline Maintenance Outage Transco Compressor Station 60 limited Southeast inflows by 800,000 MMBtu/day

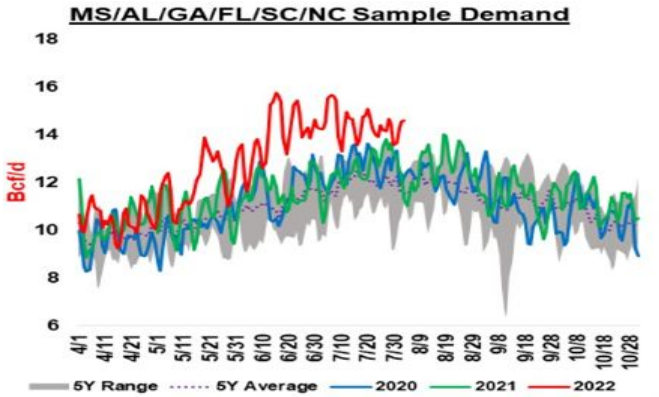
- No capacity to increase inflows from Northeast until Mountain Valley Pipeline is approved

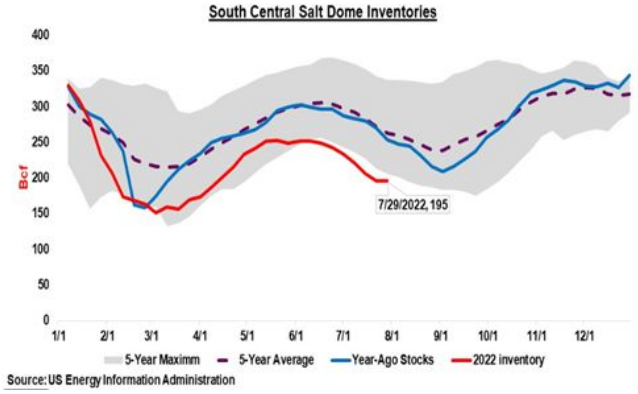
Increased demand for power generation as utilities across the Southeast grapple with a constrained coal and a limited fuel switch and above average temperatures

Diminishing Southeast Salt Dome Storage inventory levels this summer to cover increase power generation and need to replenish prior to winter



Source: S&P Global Commodity Insights, Williams Co., Equitrans Midstream



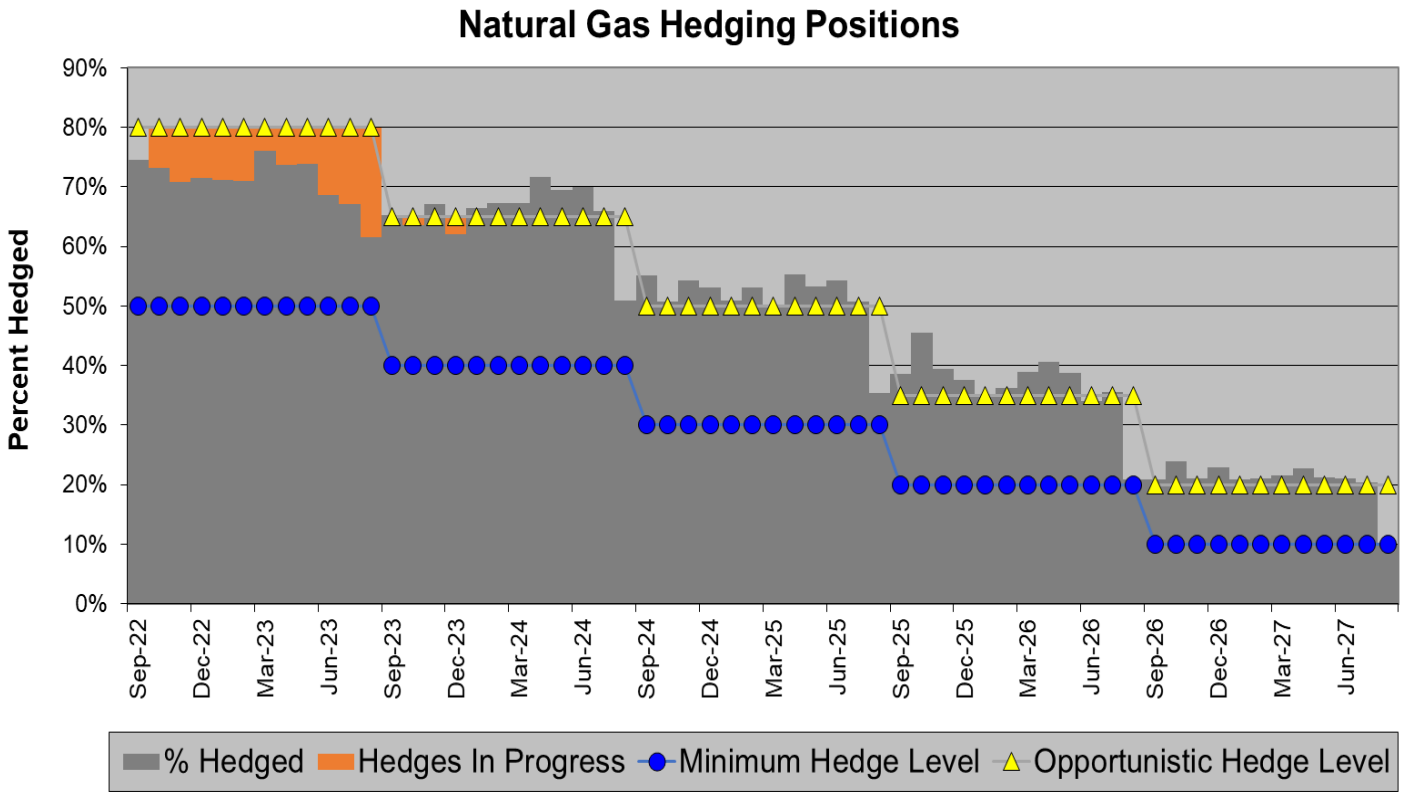


Source: US Energy Information Administration

Information provided by The Energy Authority

Basis price increase is due to compressor outage, increased demand, and low inventories

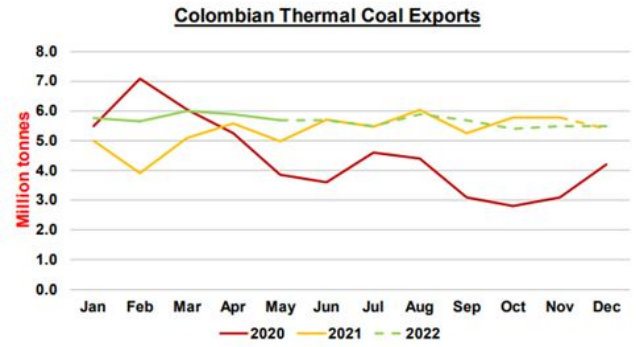
Natural Gas Hedging Activity

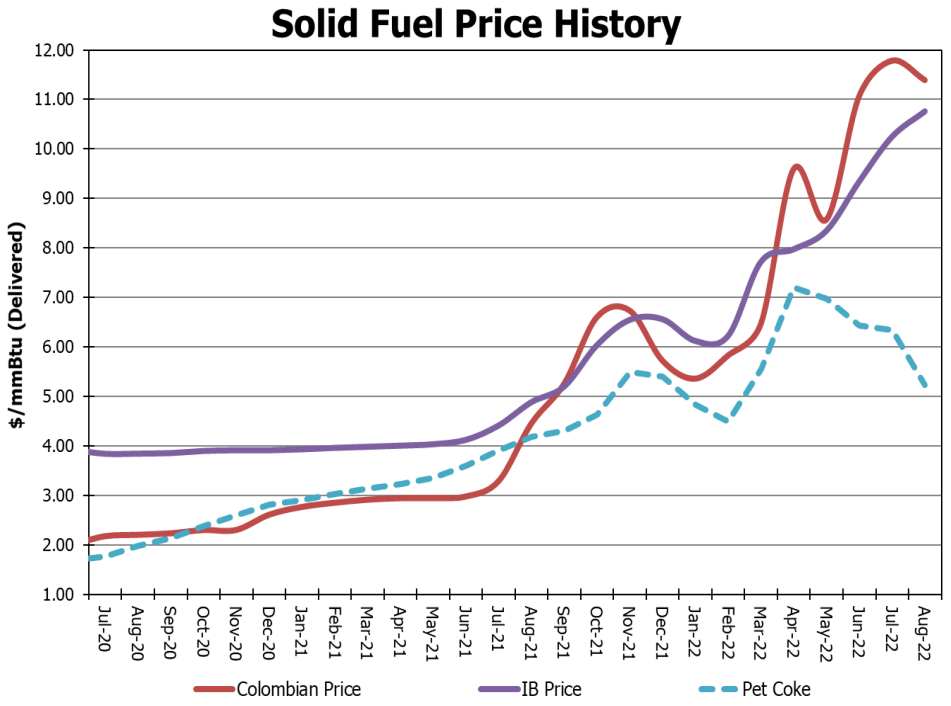


5-year hedging strategy reduces risk to price volatility

Coal Spot Market

July 2022 Prices
Colombian - $11.78/mmBtu
Illinois Basin (IB) - $10.25/mmBtu
Petcoke - $6.33/mmBtu





Coal spot prices have risen dramatically over the past year

Petroleum Coke Spot Market

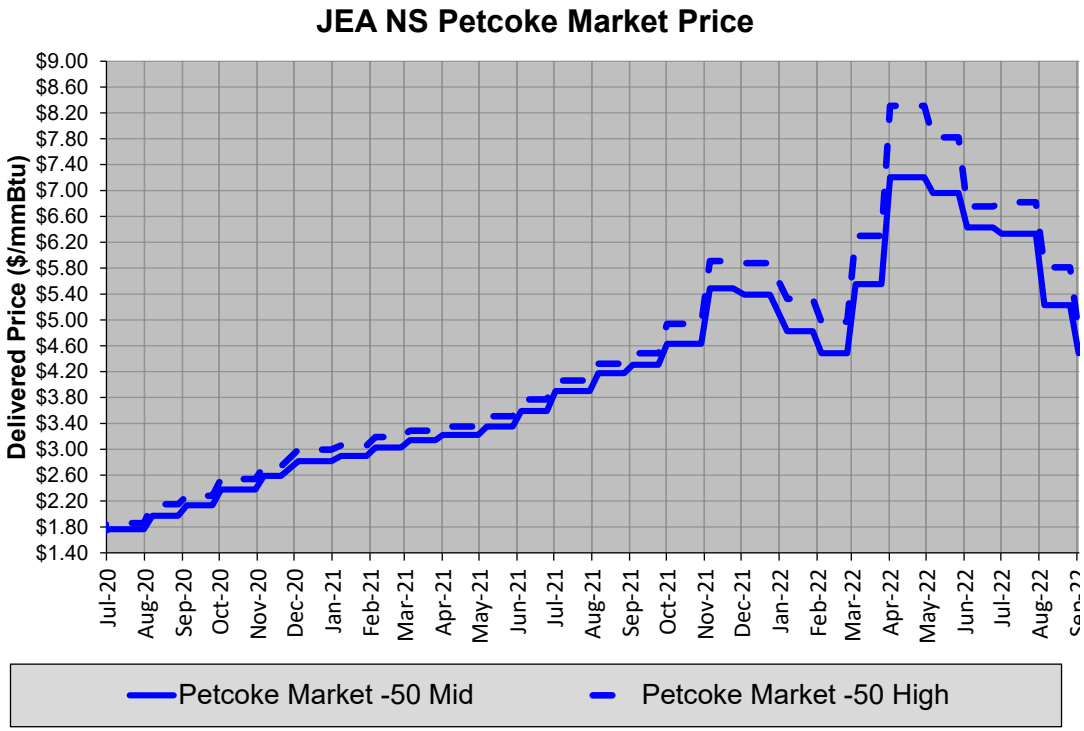
July decreased by $34/ton ($1.10/mmBtu)

Availability of Venezuelan pet coke and Russian coal to India and China reducing demand for pet coke from the US

India buyers prefer Russian coal over pet coke as an economical alternative

Pet coke is bearish and prices are dropping like a rock, a US based trader stated

Starting second half of July, every day the pet coke market continues to go down



Pet coke prices are starting to decline faster than coal

Northside Generating Station

Limestone Supply

Supplier continues to negotiate with the Mexican government

A Canadian source has supplied JEA with approximately 50,000 tons of material in mid-August

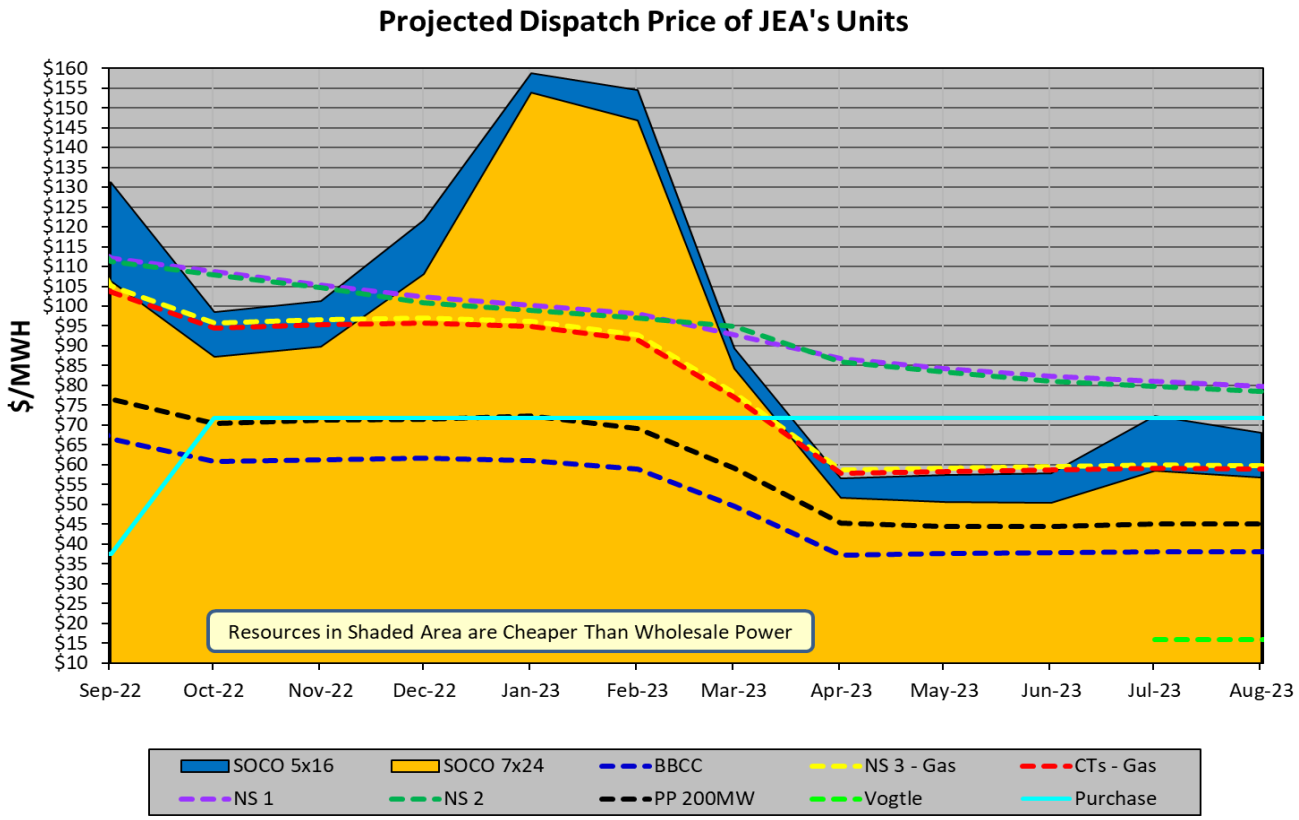
Delivered price for the Canadian product will be $40.78/NT versus current contract rate of $29.40/NT due to higher vessel transport costs

Total increased cost on dispatch report is $0.08/mmBtu

JEA continues to pursue additional limestone sources

Multiple options for limestone supply for the circulating fluidized beds progressing

Projected Dispatch Price of JEA's Units

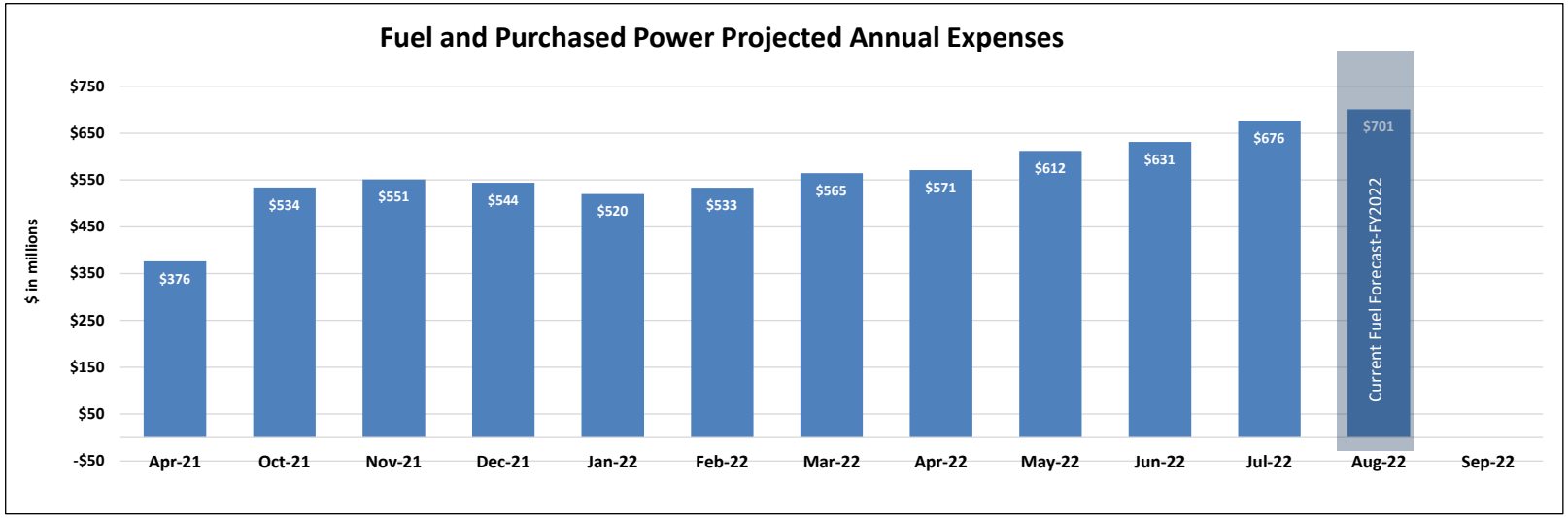


SOCO – Southern Company BBCC – Brandy Branch Combined Cycle NS 3 – Northside Unit 3 CTs – Combustion Turbines
NS1 – Northside Unit 1 NS2 – Northside Unit 2 PP – Purchase Power (Florida Power and Light)

JEA units to be dispatched economically for winter operation

Projected Annual Fuel Expenses by Forecast Period

8-9-22



Monthly Projections	Budget ** Apr-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
		FY 2022 Projected Annual Fuel and Purchased Power Expenses											
Forecasted Expenses - FY22 *	$376	$534	$551	$544	$520	$533	$565	$571	$612	$631	$676	$701	
Expense Variance - Month over Month	$0	$158	$17	($7)	($24)	$13	$31	$6	$41	$19	$45	$25	
Forecasted Sales - FY22	12,200	12,200	12,321	12,373	12,286	12,253	12,197	12,212	12,279	12,339	12,432	12,427	
		FY 2023 Projected Annual Fuel and Purchased Power Expenses											
Forecasted Expenses - FY23 *	$350	$407	$411	$409	$406	$461	$551	$592	$672	$711	$628	$755	
Expense Variance - Month over Month	$0	$57	$4	($2)	($3)	$55	$90	$41	$80	$39	($83)	$127	
Forecasted Sales - FY23	12,000	12,000	12,000	12,000	12,200	12,200	12,200	12,200	12,200	12,200	12,206	12,208	

*Reflects total annual fuel and purchased power expense projection as it changes month to month

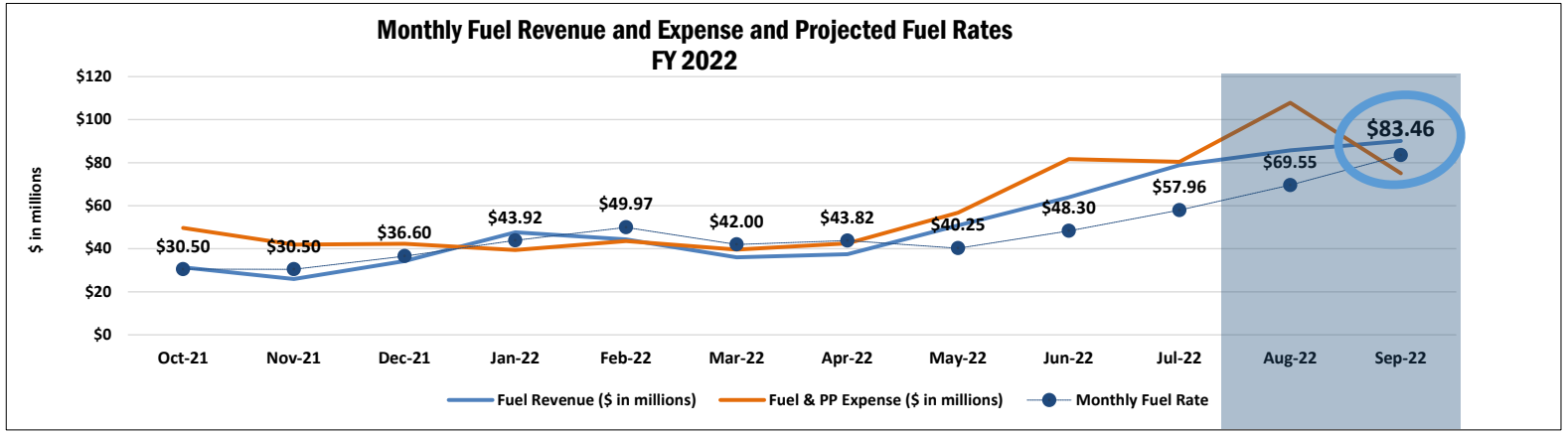
**Reflects FY22 and FY23 fuel and purchased power expense projection at the time of FY22 budget creation (Apr-2021)

Projected FY 2022 fuel expenses as of August

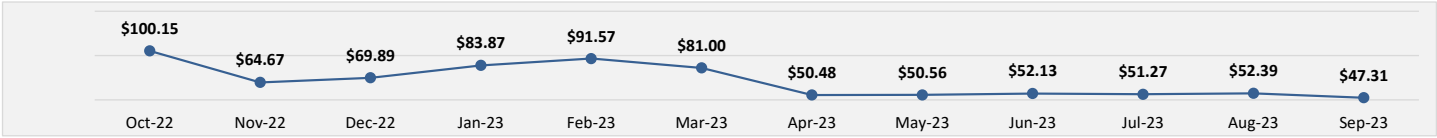
Projected FY2022 & 2023 Monthly Fuel Rates

8-9-2022

FY 2022



FY 2023



FY 2022 Forecasted Fuel and Purchased Power Expenses

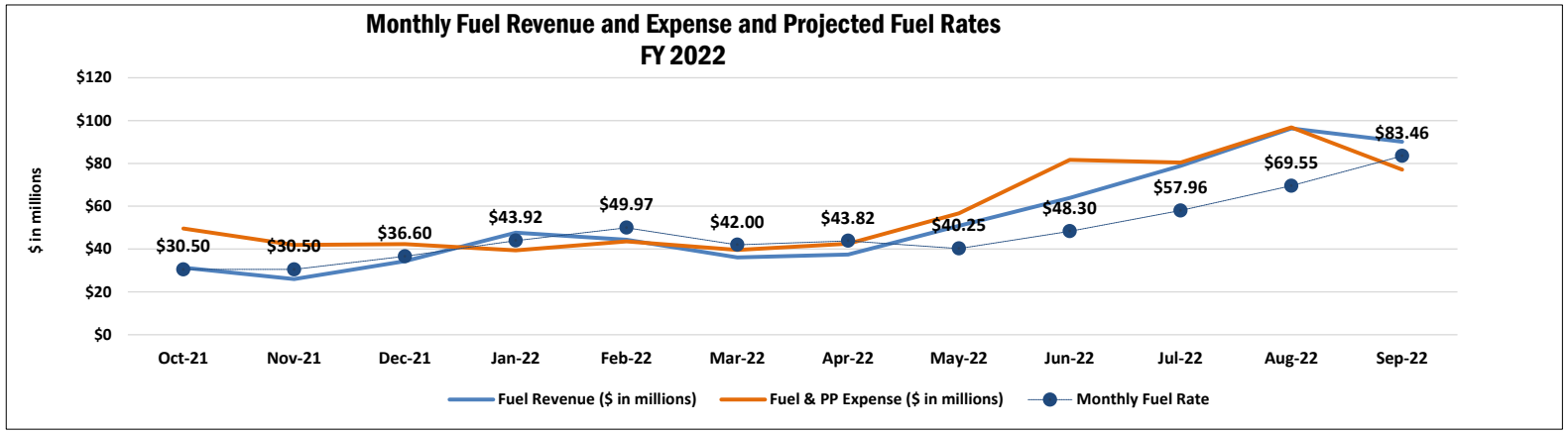
Monthly Projections	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Actual (A) or Projection (P)	A	A	A	A	A	A	A	A	A	A	P	P
Fuel Revenue ($ in millions)	$31	$26	$34	$48	$44	$36	$37	$51	$64	$79	$86	$90
Fuel & PP Expense ($ in millions)	$50	$42	$42	$39	$44	$40	$43	$57	$82	$80	$108	$75
Cumulative Over/(Under) Collected Balance	**$24**	**$8**	**($1)**	**$8**	**$9**	**$5**	**$0**	**($6)**	**($24)**	**($25)**	**($47)**	**($32)**
Cost per MWh	$48.17	$48.76	$46.73	$38.44	$52.18	$43.01	$46.79	$50.08	$66.95	$64.00	$87.46	$69.58
True Up and Adjustments Per MWh*	($17.67)	($18.26)	($10.14)	$5.47	($2.21)	($1.01)	($2.97)	($9.83)	($18.65)	($6.04)	($17.91)	$13.88
Fuel Rate Charged per MWh	**$30.50**	**$30.50**	**$36.60**	**$43.92**	**$49.97**	**$42.00**	**$43.82**	**$40.25**	**$48.30**	**$57.96**	**$69.55**	**$83.46**
Monthly Fuel Rate Percentage Change		0%	20%	20%	14%	-16%	4%	-8%	20%	20%	20%	20%

September monthly fuel rate calculated to be $83.46/MWh

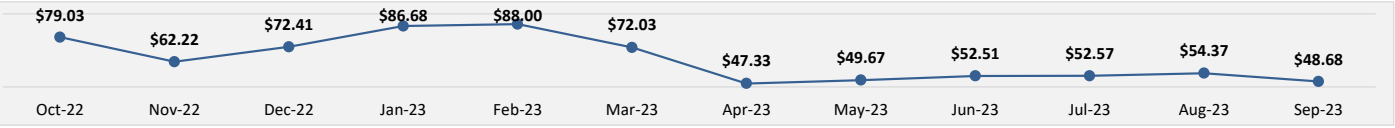
Projected FY 2022 & 2023 Monthly Fuel Rates

9-13-2022

FY 2022



FY 2023



FY 2022 Forecasted Fuel and Purchased Power Expenses

Monthly Projections	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Actual (A) or Projection (P)	A	A	A	A	A	A	A	A	A	A	A	P
Fuel Revenue ($ in millions)	$31	$26	$34	$48	$44	$36	$37	$51	$64	$79	$96	$90
Fuel & PP Expense ($ in millions)	$50	$42	$42	$39	$44	$40	$43	$57	$82	$80	$97	$77
Cumulative Over/(Under) Collected Balance	**$24**	**$8**	**($1)**	**$8**	**$9**	**$5**	**$0**	**($6)**	**($24)**	**($25)**	**($26)**	**($13)**
Cost per MWh	$48.17	$48.76	$46.73	$38.44	$52.18	$43.01	$46.79	$50.08	$66.95	$64.00	$75.22	$71.43
True Up and Adjustments Per MWh*	($17.67)	($18.26)	($10.14)	$5.47	($2.21)	($1.01)	($2.97)	($9.83)	($18.65)	($6.04)	($5.67)	$12.03
Fuel Rate Charged per MWh	**$30.50**	**$30.50**	**$36.60**	**$43.92**	**$49.97**	**$42.00**	**$43.82**	**$40.25**	**$48.30**	**$57.96**	**$69.55**	**$83.46**
Monthly Fuel Rate Percentage Change		0%	20%	20%	14%	-16%	4%	-8%	20%	20%	20%	20%

October monthly fuel rate decreased from projected $100.15/MWh to $79.03/MWh

Fuel Rate Volatility Summary

JEA recognizes customers are feeling the impact of higher electric bills due to increased fuel costs

All energy markets world-wide are experiencing volatile fuel supply issues and high prices through higher commodity and fuel transportation costs

Fuel prices are forecasted to remain extremely elevated through the winter but still elevated over historical price levels

Mitigation efforts by JEA to reduce fuel price volatility include:

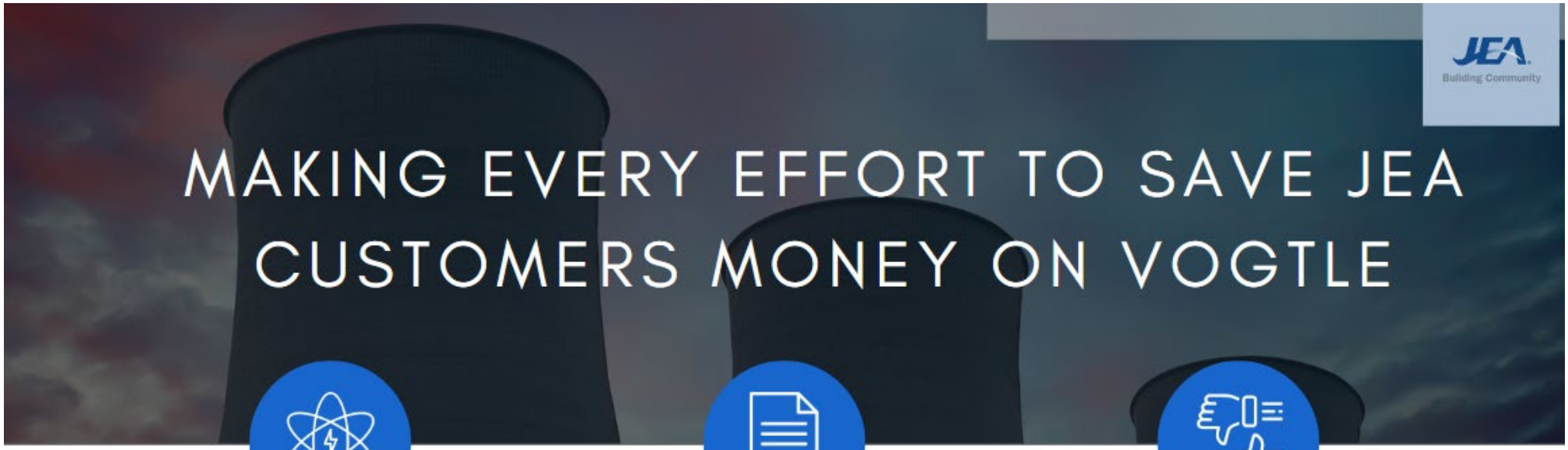
- A robust natural gas hedging strategy
- Advance procurement of solid fuel, natural gas, and purchase power
- Continued extensive efforts to reduce electric generating fuel costs and subsequently customer bills



Plant Vogtle Update

Unit 3 and 4

Jody Brooks
Chief Administrative Officer



MAKING EVERY EFFORT TO SAVE JEA CUSTOMERS MONEY ON VOGTLE

Vogtle received approval to begin fuel loading process

Total construction costs still unknown

Tender offer being discussed and litigated by co-owners

That would cap the costs JEA pays with a proportionate share of decreased output

JEA believes MEAG exercising tender offer would benefit JEA and cap construction costs

BOARD RESOLUTION: 2022-29
September 20, 2022

A RESOLUTION OF THE JEA BOARD OF DIRECTORS ADOPTING MODIFICATIONS TO JEA'S DISTRICT ENERGY SYSTEM TARIFF DOCUMENT AND ELECTRIC TARIFF DOCUMENTATION; PROVIDING FOR THE IMPLEMENTATION OF THESE MODIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the JEA Board of Directors (the Board), pursuant to duly published notice, a copy of which is attached hereto as Exhibit I, held a public hearing to consider changes to the existing District Energy System Tariff Document to add connection fee, commodity charge, consumption charge, and demand charges and other administrative items and to consider changes to the Electric Tariff Documentation to extend the available date of the Economic Development Rider and other administrative items; and

WHEREAS, statements and documentation were presented at the public hearing, which demonstrated the requested modifications of the existing District Energy System Tariff Document and the Electric Tariff Documentation; and

WHEREAS, rate matters addressed at the public hearing included adding connection fees; ton-hour charges; ton charges; and extend the available date of the Economic Development Rider and other administrative items; and

WHEREAS, the Board has heard all presentations, reviewed all documentation, considered all public testimony presented at the public hearing, and is fully advised of the premises; and

WHEREAS, the Board finds that the proposed modification to the District Energy System Tariff Document and the Electric Tariff Documentation to be reasonable and in the best interests of JEA,

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors:

1. The above recitals are hereby incorporated into this resolution and adopted by the Board as legislative findings of fact.

2. The Board hereby adopts the modifications to the District Energy System Tariff Document attached hereto as Exhibit II and the Electric Tariff Documentation attached hereto as Exhibit III substantially in the same form as attached. The effective date of the modifications shall be October 1, 2022.

3. The Board directs the Managing Director or his designee to take any necessary administrative actions to implement the approved JEA District Energy System Tariff Document and Electric Tariff Documentation modifications.

4. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

5. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Notice of Public Hearing

JEA will conduct a public hearing at 9:00 a.m., or as soon thereafter as the matter may be heard, on Tuesday, September 20, 2022 at the JEA Tower, 21 West Church St., Jacksonville, Florida 32202, to consider the following:

1) Modification of the District Energy System Tariff Document:
   a) to add commodity fee; and
   b) to add commodity charge; and
   c) to existing consumption charge; and
   d) to add demand charges; and
   e) for administrative item to the language for Delta T penalty; the language of Chilled Water Service Definitions; the language of Special Services, Terms, and Conditions; and the additional language for Billing
2) Modification of the Electric Tariff Documentation:
   a) to extend the Economic Development program; and
   b) for administrative items to the language for Solarsmart Rider

The public is invited to be present and heard. If any person with a disability requires reasonable accommodations to participate in the above hearing, please call (904) 665-7550 no later than three (3) days before the meeting.

If a person decides to appeal any decisions made by JEA with respect to any matter considered at the proceedings, for the purpose of such appeal, that person will need a record of the proceedings and for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Robert Stein

Chair

DISTRICT ENERGY SYSTEM

TARIFF DOCUMENT

21 West Church St.
Jacksonville, Florida 32202-3139
(904) 665-6000

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail chilled water service to some portions of Duval County.

Approved by the JEA Board
September 20, 2022

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Victor Blackshear, Director
Financial Planning and Rates

Effective October 1, 2022

INDEX OF DISTRICT ENERGY SYSTEM TARIFF DOCUMENT

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204	Demand Charge	4
301	Chilled Water Service Definitions	5
302	Special Services, Terms, and Conditions	5
303	Billing	5

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Pg. 4¶
Financial Planning and Analysis
Effective February 1, 2022

CHILLED WATER SERVICE

101 – Conditions for Chilled Water Service

1) The customer is responsible for the following items:

a) To provide JEA with a satisfactory indoor site for installing JEA's Energy Station with free access to that station at all times.

b) If customer does not meet JEA ΔT requirements, JEA will charge customer a ΔT penalty based on the differential temperature adjustment (DTA). The ΔT requirements and DTA are based on multiple factors, including but not limited to, chilled water district (loop) design, incremental pumping costs, and reduction of system capacity. The terms of the ΔT requirements will be stated in the service agreement. The ΔT penalty is based on the monthly demand billed multiplied by $Target\ \Delta T$ divided by $Average\ \Delta T$

c) The customer is responsible for maintaining building piping in good condition. The customer is also responsible for the cost of replacing water due to leaks at the normal rates charged for water consumption.

201 – Connection Fee

The purpose of the connection fee is to recover the cost to construct and connect the customer to JEA's chilled water system which may include but not limited to piping, valving, and energy station. JEA will be repaid for this connection service by the customer through a separate agreement over the agreed upon time period.

JEA may consider a reduced fee for customers who provide capital or other value to JEA's chilled water service, or negotiate a higher fee if there are extraordinary customer requirements. Any such fee modification shall require a written agreement between JEA and the customer as provided below in Section 302.

202 –Commodity Charge

The commodity charge is based on the ton-hour sales and will be set monthly for full recovery of the commodity expenses used for chilled water production based on the pricing set forth in the prevailing JEA Electric & Water and Wastewater Tariff Schedules.

The commodity charge consists of two cost recovery components: Electric and Water.

The electric cost recovery component of the commodity charge will be adjusted monthly to address changes in electric rates and DES demand factors. The electric expense per KWH is calculated and multiplied by weighted plant average efficiency (kwh/ton hour) to determine the electricity per ton-hour rate, then adjusted monthly by the electric cost ratio. The electric cost ratio takes into consideration a rolling 12-month demand factor, changes to JEA's applicable electric rates, and any over/under-collection based on the previous month's rate.

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The water cost recovery component of the commodity rate will be adjusted monthly to address changes in water & sewer rates and DES water consumption. The water expense per kgal is calculated and divided by forecasted ton hours by month to determine the water per ton hour rate. The water per ton hour rate takes into consideration changes to JEA's applicable water rates, and any over/under-collection based on the previous month's rate.

The said ton hour charge billed in accordance with JEA's normal billing cycle shall be increased by the monthly commodity charge per ton hour as indicated on www.jea.com/My Account/Rates/.

203 – Consumption Charge

The consumption charge is based on the ton-hour of sales and will be set annually for full recovery of operating and maintenance expenses. Adjustments will take effect annually by multiplying the previous year's rate by the CPI for All Urban Consumers All items in U.S. city average, all urban consumers, not seasonally adjusted (CPI-U) factor.

At the effective date of this tariff, the Consumption Charge is:

Consumption Charge	Rate
All	$0.04814/Ton Hr.

204 – Demand Charge

The demand charge is based on the tons of billable demand and will be set as needed for full recovery of costs for debt service, capital renewal and replacement of equipment and systems associated with each plant. Adjustments will vary by plant depending on the timing of capital outlay.

Demand Charge	Rate
At Hogan's Creek	$ 38.90/Ton
At Downtown	$ 35.40/Ton
At Springfield	$ 33.30/Ton

1) Demand is calculated based on the greater of the contract demand or the actual demand.
2) If the actual demand exceeds the contract demand by more than 10 % for two months in a twelve-month period, the highest actual demand in the previous twelve months will become the new contract demand.

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301 – Chilled Water Service Definitions

a) **Actual Demand** – The maximum quantity of Service, in Tons, actually provided to Customer during any consecutive sixty (60) minute period during the billing cycle

b) **Contract Demand** – The maximum quantity of service, in Tons, contracted to be delivered during any consecutive sixty (60) minute period for each building.

c) **Excess Demand** – The quantity of service, in Tons, provided by JEA in excess of the Contract Demand.

d) **Billable Demand** - The sum of the Contract Demand and Excess Demand

e) **Consumption** – The ton-hours used by the facility during the billing period.

f) **BTU** - British Thermal Unit. It is the quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

g) **Ton** – 12,000 BTU/hr.

h) **Energy Station-** the equipment which is necessary to provide the delivery and metering of Service, including, but not limited to, temperature sensors, flow meter(s), control valve(s), check valve(s), thermometer(s), differential pressure sensor(s) and gauge(s), strainer and bypass, piping and control package.

i) **ΔT** – The difference in temperature between the chilled water supplied by JEA at the Energy Station and the warmed water returned to the JEA Energy Station. (Also referred to as Temperature Rise)

302 – Special Services, Terms, and Conditions

JEA and the customer may agree to special services, terms, and conditions applicable to the provision of chilled water service through the execution of a written agreement. Approval of such agreement shall be as established in applicable JEA Management Directives, Policies, or Procedures.

Nothing in this section shall authorize the modification of any charges established under this Tariff.

303 – Billing

Billing, payments, and collection procedures will be in accordance with JEA's Credit and Collections Policy

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Deleted: <#>**EFLH** – Equivalent Full Load Hours – If all of a customer's consumption occurred at the maximum load, this is how many hours per year they would use chilled water. The formula used to calculate EFLH is: **EFLH** = (Annual Consumption in ton-hrs) / (Contract Demand in tons + Excess Demand in tons). ¶
¶
EFLH is calculated on a Fiscal Year (October – September) basis. Each October every customer's EFLH calculation will reset to zero (0). ¶
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JEA Twentieth Revised Sheet No. 17.0
Canceling Nineteenth Revised Sheet No. 17.0

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RIDER EDP
ECONOMIC DEVELOPMENT PROGRAM RIDER

(Experimental)

Available

To new and existing customers receiving service in all territory served by JEA. Application for service under this Rider will not be accepted after September 30, 2023.

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Applicable

To new or existing Customers who have executed an Economic Development Program Electric Service Agreement with JEA on or after October 1, 2013 and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLD, GSLDT, or GSLDHLF. New or incremental existing metered demand under this rider must be a minimum of 300 kW at a single site of delivery and the Customer must employ an additional work force of at least 15 full-time employees in JEA's service territory. This rider applies to new or incremental metered demand and additional employees on or after October 1, 2013. JEA reserves the right to accept or not accept any application for the Economic Development Program Rider.

Character of Service

JEA's standard voltage levels.

Rate Per Month

Customers executing an Economic Development Program Electric Service Agreement on or after October 1, 2013 shall receive a discount for new or incremental metered demand based on the percentages listed below. The discounts below will be applied to the electric charges including demand, energy, and environmental charges. The adjustment will not apply to other charges, including basic monthly charges, fuel charge, excess KVAR charge, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing Customers, the adjustment will only be applied to the charges above the base metered demand and energy as defined in "Definition of Baseline."

Year	Discount	Discount in Load Density Improvement Areas
Year 1*	30%	35%
Year 2	25%	30%
Year 3	20%	25%
Year 4	15%	20%
Year 5	10%	15%
Year 6	5%	10%
Year 7	0%	0%

*Year 1 can be extended as outlined in General Provisions (g) below

(Continued to Sheet No. 17.1)

JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2022

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JEA Twenty-First Revised Sheet No. 15.0
Canceling Twentieth Revised Sheet No. 15.0

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JEA SOLARSMART RIDER

AVAILABLE:

In all territory served by JEA

APPLICABLE:

Available upon request to any customer that meets the following conditions:
a) No delinquent account balance
b) Not currently served under a time of day rate schedule

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand (where applicable), energy, fuel, and environmental charges per the applicable rate schedule as modified below:

Fuel Charge: JEA SolarSmart kWh will be billed at the JEA SolarSmart Rate of 7.500 cents per kWh.

Deleted: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Remaining kWh will be billed at the Levelized Fuel Rate as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge: JEA SolarSmart kWh are exempt from the Environmental Charge (Sheet No. 5.1)

Definition of JEA SolarSmart kWh: The elected percentage of total kWh per billing period rounded to the nearest kWh.

TERMS AND CONDITIONS:

(a) Customers may elect to receive up to 100% of their energy from JEA solar energy sources.

(b) Customers may enroll at any time but must remain on JEA SolarSmart for at least one (1) billing period after enrollment. A customer may cancel any time thereafter and enroll again at a later date.

(c) No refund or adjustments of JEA SolarSmart charges will be made if service is canceled.

(d) Energy produced from JEA solar energy sources may not be specifically delivered to the customer.

(e) Any Fuel Credit, approved by JEA's Board, will be calculated using the total kWh less JEA SolarSmart kWh in the month a credit is given.

JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2022

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DISTRICT ENERGY SYSTEM

TARIFF DOCUMENT

21 West Church St.
Jacksonville, Florida 32202-3139
(904) 665-6000

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail chilled water service to some portions of Duval County.

Approved by the JEA Board
September 20, 2022

Victor Blackshear, Director
Financial Planning and Rates

Effective October 1, 2022

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203 –Consumption Charge

The consumption charge is based on the ton-hour of sales and will be set annually for full recovery of operating and maintenance expenses. Adjustments will take effect annually by multiplying the previous year's rate by the CPI for All Urban Consumers All items in U.S. city average, all urban consumers, not seasonally adjusted (CPI-U) factor.

At the effective date of this tariff, the Consumption Charge is:

Consumption Charge	Rate
All	**$0.04814/Ton Hr.**

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i) **ΔT** – The difference in temperature between the chilled water supplied by JEA at the Energy Station and the warmed water returned to the JEA Energy Station. (Also referred to as Temperature Rise)

302 – Special Services, Terms, and Conditions

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Nothing in this section shall authorize the modification of any charges established under this Tariff.

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JEA

Twentieth Revised Sheet No. 17.0
Canceling Nineteenth Revised Sheet No. 17.0

RIDER EDP
ECONOMIC DEVELOPMENT PROGRAM RIDER

(Experimental)

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Character of Service

JEA's standard voltage levels.

Rate Per Month

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*Year 1 can be extended as outlined in General Provisions (g) below

(Continued to Sheet No. 17.1)

JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2022

JEA

Twenty-First Revised Sheet No. 15.0
Canceling Twentieth Revised Sheet No. 15.0

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Definition of JEA SolarSmart kWh: The elected percentage of total kWh per billing period rounded to the nearest kWh.

TERMS AND CONDITIONS:

(a) Customers may elect to receive up to 100% of their energy from JEA solar energy sources.

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JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2022

JEA BOARD OF DIRECTORS MEETING MINUTES
August 10, 2022

The JEA Board met in regular session at 9:00 am on Wednesday, August 10, 2022, at the Jessie Ball duPont Center, 40 E. Adams Street, 2nd Floor, Room 208, Lecture Hall, Jacksonville Florida. The public was invited to attend this meeting in-person at the physical location and virtually via WebEx.

WELCOME

Meeting Called to Order – Board Chair Bobby Stein called the meeting to order at 9:01 am. Board members in attendance were Marty Lanahan, John Baker, Rick Morales, and General Joseph DiSalvo. Dr. Zachary Faison participated in the meeting virtually. Board Member Tom VanOsdol was not in attendance for the meeting. A quorum of the Board was physically present.

Others in attendance in-person were Jody Brooks, Chief Administrative Officer; Laura Dutton, Chief Strategy Officer; David Emanuel, Chief Human Resources Officer; Sheila Pressley, Chief Customer Officer; Ted Phillips, Chief Financial Officer; Laura Schepis, Chief External Affairs Officer; Raynetta Curry-Marshall, Chief Operating Officer; Regina Ross, Chief Legal Officer, Office of General Counsel; Jordan Pope, Vice President, Corporate Strategy; Joe Orfano, Vice President, Financial Services; and Melissa Charleroy, Manager, Board Services.

Time of Reflection – A moment of reflection was observed by all.

Introductions – Chair Stein recognizing there were no introductions to be made proceeded with the business of the meeting.

Adoption of the Agenda – On ***motion*** by Vice Chair Lanahan and seconded by Mr. Baker, the agenda was approved.

Safety Briefing and Moment – Michael Hadden, Manager, Customer and Corporate Communications, presented the Safety Briefing and a Safety Moment on mental health.

COMMENTS / PRESENTATIONS

Council Liaison's Comments – Council Member Michael Boylan expressed appreciation to staff for responsiveness to individual customer issues, effort to revisit Article 21, and noted he is looking forward to working with staff on needed modifications.

Comments from the Public

In-Person Public Comments:

Lisa Rinaman, St. Johns Riverkeeper, expressed appreciation for the opportunity to serve on the JEA Integrated Resource Plan (IRP) Stakeholder Committee. Ms. Rinaman requested JEA to address climatic changes that presents threats to our waterways, reduction in greenhouse gas emissions, provided recommendations previously provided to the IRP Stakeholder Committee.

Logan Cross, representing the Sierra Club of Northeast Florida, expressed appreciation for the opportunity to serve on the IRP Stakeholder Committee. Mr. Cross addressed the Board regarding greenhouse gas emissions and Electric Integrated Resource Plan recommendations.

Tom Larson, representing Jax Metro Credit Union and North Florida Clean Fuels Coalition, addressed the Board regarding services provided by Jax Metro Credit Union and JEA's electrification program.

Online Public Comment: N/A

Email Public Comment:

William Wentz addressed the Board regarding rebates.

Bud Para addressed the Board regarding the need for renewable resources for generating power.

Lucinda Sonnenberg expressed appreciation for the opportunity to serve on the IRP Stakeholder Committee and addressed the Board regarding greenhouse gas emissions.

Mary Tappouni, representing the North Florida Green Chamber, expressed appreciation for the opportunity to serve on the IRP Stakeholder Committee. Ms. Tappouni addressed the Board regarding greenhouse gas emissions.

Managing Director / CEO Report – Jay Stowe, Managing Director/CEO, extended appreciation to Board Members and staff for their condolences with the passing of his father. Mr. Stowe highlighted emotional health, Board member birthdays, and provided a review of today's meeting.

JEA Performance Update – Laure Whitmer, Director, Budgets, provided an overview of the JEA Performance Scorecard data through June 30, 2022. Focusing on the three strategic focus areas, Ms. Whitmer highlighted results for employee engagement survey, customer satisfaction, operation & maintenance spend, fuel & purchased power expenses, capital spend, safety, and noted pay per performance is currently projected at 2.33% of base salaries. This presentation was received for information.

BOARD AND COMMITTEE REPORTS

External Affairs Committee Report – Committee Chair Rick Morales provided an overview of the newly formed External Affairs Committee held on July 25, 2022. Committee Chair Morales thanked Committee members John Baker and Tom VanOsdol for serving on the committee, as well as Board Chair Stein and General DiSalvo for attending the meeting. Committee Chair Morales reviewed the purpose of the committee and agenda items presented at the July 25, 2022 meeting including, JEA's External Affairs strategy, federal and state grants and funding, Electric Integrated Resource Plan update, economic development and real estate, surface water discharge elimination and outreach (Senate Bill 64), supply chain strategy, and the 2022 "YOUtility" customer messaging campaign. Committee Chair Morales invited Board Members to attend the next meeting on December 16, 2022.

Governance, Audit, and Compliance Committee Report – Committee Chair Marty Lanahan provided an overview of the July 14, 2022 meeting. Committee Chair Lanahan thanked Committee member General DiSalvo for serving on the committee, as well as John Baker for attending. Committee Chair Lanahan highlighted presentations received for information including, 2022 audit plan provided by Ernst & Young, identity theft protection program and annual risk assessment, FY22 Ethics Officer report, Audit Services update, JEA Charter amendments, Board governance documents, annual Board self-assessment and annual CEO evaluation criteria and process. Committee Chair Lanahan invited Board members to attend the next meeting on October 13, 2022.

FOR BOARD CONSIDERATION

BUSINESS EXCELLENCE

CONSENT AGENDA

The Consent Agenda consists of agenda items that require Board approval but are routine in nature or have been discussed in previous public meetings of the Board.

On ***motion*** by Board Vice Chair Lanahan and seconded by Mr. Morales, all Consent Agenda items were approved.

Board Meeting Minutes – May 24, 2022
Previous Governance Committee Minutes – November 8, 2021
Board Policy Manual
Board By-Laws

District Energy System Call for Rate Hearing – Juli Crawford, Senior Advisor, Strategy, provided a presentation on the District Energy System rate and fee recommendations including establishing connection fees for new customers, updating demand rates and restructuring collection of commodity and consumption charges, and reinstituting the Delta T penalties. Ms. Crawford provided a review of the chilled water customer base and communication of the proposed recommendations. Board members held discussions.

On ***motion*** by Board Vice Chair Lanahan and seconded by Mr. Baker, the Board approved to call for a rate hearing at the September 20, 2022 JEA Board meeting.

Delegation of Authority and Responsibility Policy and Energy Market Risk Management Policy – Jody Brooks, Chief Administrative Officer, highlighted an updated Delegation of Authority and Responsibility Policy was brought before the Board last year establishing signature authority for the CEO at $50,000,000, as well as adjusting the Energy Market Risk Management Policy to $50,000,000 to align with the Delegation of Authority and Responsibility Policy. Due to the volatility in the energy and fuels market, it is necessary to adjust the signature authority for the Managing Director/CEO and the ability to make timely transactions in the market back to $100,000,000. As part of the yearly review, staff will bring back the Energy Market and Risk Management Policy to the Finance and Operations Committee for consideration.

On ***motion*** by Mr. Baker and seconded by Mr. Morales, Board members held discussions regarding the need for an internal policy.

On ***motion*** by Mr. Baker and seconded by Mr. Morales, the Board approved the Delegation of Authority and Responsibility Policy and Energy Market Risk Management Policy as recommended. Staff will bring an internal policy before the Finance and Operations Committee for consideration.

Plant Vogtle Update – Jody Brooks, Chief Administrative Officer, provided a progress update on review on Plant Vogtle units 3 and 4. For internal planning purposes, JEA is expecting unit 3 to come online in September 2023 and unit 4 in September 2024. Joe Orfano, Vice President, Financial Services provided an update on the one-time tender offer, and Project J outstanding debt. Laura Schepis, Chief External Affairs Officer, provided information on renewable tax credits. Chair Stein expressed appreciation to General DiSalvo for continuing to stay current on Plant Vogtle. This presentation was received for information.

Residential Development and Supply Chain Status – Alan McElroy, Vice President, Supply Chain & Operations Support, provided an update on the current state, alternative solutions, project/materials model, and on-going efforts to ensure JEA can provide safe and reliable services to our customers. Chair Stein and Board members extended appreciation to Mr. McElroy and staff for their work. This presentation was received for information.

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business / Open Discussion – General DiSalvo provided a review of the American Public Power Association Policymaker Council Legislative Engagement on July 19 – 20, 2022. General DiSalvo highlighted the Infrastructure, Investment and Jobs Act grant funding, Defense Production Act, transformer standards, Electrical Subsector Coordination Council Tiger Team collaboration with Department of Energy, and industry utilities, office calls with staff of Senator Scott, Senator Rubio, and Senator Rutherford. General DiSalvo extended appreciation to Laura Schepis, Kurt Wilson, Joe Orfano, and Ted Phillips for their work. A handout was provided to Board members; a copy is on file. This presentation was received for information

Board Vice Chair Lanahan highlighted JEA has joined the Women in Energy Association and noted she will be attending a conference with staff in a few months.

Chair Stein recessed the meeting at 10:32 am and returned at 10:46 am.

Chair's Report – Chair Stein extended appreciation to Mr. John Baker for his leadership.

Announcements – The next Board meeting will be held on September 20, 2022

Chair Stein recessed the meeting at 10:32 am and called the meeting back to order at 10:46 am.

JEA STRATEGIC DIRECTION

Keynote Address – Mr. Baker introduced Bill Johnson, former President and Chief Executive Officer of PG&E and the Tennessee Valley Authority. Mr. Johnson shared thoughts on JEA, leadership, culture, strategy, and how a good organization should consider decisions and plans. Board members held discussions. This presentation was received for information.

Chair Stein recessed the meeting at 11:34 am and called the meeting back to order at 12:44 pm.

Mission, Core Values, and Strategic Focus Areas – Mr. Stowe provided opening comments regarding Developing an Unbeatable Team, Delivering Business Excellence, and Earning Customer Loyalty. Board members and Leadership Team members held roundtable discussions regarding employee engagement, long term health of JEA, economic development, culture, renewable energy, governance, generation mixture, diverse demographics, capital spend, Integrated Resource Plan Update, electric vehicles, Demand-Side Management, rates, weatherization, economic development, downtown revitalization, infrastructure resiliency, electric vehicles, Jacksonville Small and Emerging Business program.

Adjournment – With no further business coming before the Board, Chair Stein declared the meeting adjourned at 3:14 pm.

APPROVED BY:

_____
Joseph DiSalvo, Secretary

Date: _____

Board Meeting Recorded by:

_____
Melissa Charleroy
Manager, Board Services

JEA FINANCE & OPERATIONS COMMITTEE MINUTES
May 23, 2022

The Finance & Operations Committee of JEA met at 9:00 am on Monday, May 23, 2022 on the 8th Floor, 21 W. Church Street, Jacksonville, Florida. The meeting was properly noticed, and the public was invited to attend this meeting in-person at the physical location and virtually via WebEx.

WELCOME

Meeting Called to Order – Committee Chair General Joseph DiSalvo called the meeting to order at 9:00 am. Committee members Marty Lanahan and Rick Morales, being present for the meeting constituted a quorum. Board members Bobby Stein and John Baker were also in attendance in-person.

Others in attendance in-person were Jody Brooks, Chief Administrative Officer; Ted Phillips, Chief Financial Officer; Joe Orfano, Vice President, Financial Services and Treasurer; and Regina Ross, Chief Legal Officer, Office of General Counsel.

Jay Stowe, Managing Director/CEO; Laura Dutton, Chief Strategy Officer; Raynetta Marshall, Chief Operating Officer; Laura Schepis, Chief External Affairs Officer; Sheila Pressley, Chief Customer Officer; Brad Krol, Chief Information Officer; Kurtis Wilson, Vice President, Government Relations; Paul Mitchell, Vice President, Economic Development; Alan McElroy, Vice President, Supply Chain and Operations Support; Mark Stultz, Vice President, Communications; Ricky Erixton, Vice President, Electric Systems; and Stephen Datz, Vice President, Technical Services, participated in the meeting via WebEx.

Adoption of the Agenda – On ***motion*** by Marty Lanahan and seconded by Bobby Stein, the agenda was approved.

Approval of Minutes – On ***motion*** by Marty Lanahan and seconded by Rick Morales, the February 11, 2022 Finance and Audit Committee meeting minutes were approved.

Safety Briefing and Moment – Melissa Charleroy, Board Services Manager, provided a Safety Briefing.

Comments from the Public – There were no in-person, virtual, or emailed public comments.

FOR COMMITTEE CONSIDERATION

FY23 Budget – Juli Crawford, Director, Financial Planning & Analysis, presented the FY23 Budget which included a discussion on the budget process, operating and capital budget components, financial projections for the Electric, Water, and District Energy Systems, fuel and purchased power expenses, contributions to the rate stabilization fund, electric, water, and chilled water rates, government transfers to the City of Jacksonville, and FY23 labor costs. Committee members held discussions.

On ***motion*** by Marty Lanahan and seconded by Bobby Stein, Resolution 2022-12 adopting the recommendation to approve the proposed Fiscal Year 2023 operating and capital budgets; authorizing the Managing Director/Chief Executive Officer, or designee, to submit the proposed budget to the City of Jacksonville, providing for correction of errors; and providing for an effective date was unanimously approved.

Electric System Cost of Service Study – Juli Crawford, Director, Financial Planning & Analysis, presented the Electric System Cost of Service Study progress update as a follow-up to the February 11, 2022 Finance and Audit Committee presentation. Ms. Crawford noted a draft Cost of Service and Rate Restructuring Report has been received from the consultant. Ms. Crawford reviewed the tentative recommendations as outlined in the materials and provided a timeline for final recommended action to take place in the mid-year of fiscal year 2023, with rates to potentially be affective in April 2023. Ms. Crawford noted that staff is working to address customer impact and communication. This presentation was received for information.

District Energy System Cost-of-Service Results & Recommendations – Juli Crawford, Director, Financial Planning & Analysis, presented the District Energy System Cost-of-Service results and recommendations as a follow-up to the February 11, 2022 Finance & Audit Committee presentation. Ms. Crawford provided a review of the current District Energy System customers, results, and recommendations based on the Jacobs Engineering analysis which included establishing clear connection fees and contract terms, establishing demand rates based on plant and variable rates, penalties that encourage efficient use of the system, establishing performance metrics, and developing a growth strategy for new customers. Ms. Crawford provided a review of next steps which includes a rate hearing at the September 20, 2022 JEA Board meeting. Mr. Phillips extended appreciation to Ms. Crawford and her team for their hard work. This presentation was received for information.

Modifications to JEA Disclosure Policies and Procedures – Joe Orfano, Vice President, Financial Services and Treasurer, presented the Disclosure Policies and Procedures were originally approved by the Board in May 2015. Based on best practices, Mr. Orfano reviewed the proposed procedural changes as recommended by Greenberg Traurig, JEA's disclosure council. The recommended revisions separate the Board's strategic responsibilities from the execution and administration of the disclosure policies by the leadership team and staff. The proposed changes will allow any revisions to the Disclosure Procedures to be subject to the approval by the Chief Financial Officer and will become effective immediately without approval by the Board.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-05 to adopt the modification to JEA's Disclosure Policies and Procedures were unanimously approved.

Mr. Stein stepped out at 9:48 am and returned at 9:50 am.

Annual Disclosure Reports – Joe Orfano, Vice President, Financial Services and Treasurer, noted this presentation is a follow-up to the February 22, 2022 presentation to the Board. Board Members were provided a copy of the draft Annual Disclosure Reports on February 23, 2022. Mr. Orfano provided a review of edits related to Project J. Additional information will be provided at the May 24, 2022 Board of Directors meeting.

On ***motion*** by Marty Lanahan and seconded by Rick Morales, Resolution 2022-06 to authorize the modifications to the Annual Disclosure Reports and to authorize the filing and use of the Annual Disclosure Reports was unanimously approved.

Increase in JEA Guaranty to The Energy Authority – Joe Orfano, Vice President, Financial Services and Treasurer, presented the seven members of The Energy Authority provide trade support to The Energy Authority (TEA) through guaranties supporting transactional, advisory, and investment activities. Mr. Orfano reviewed the rationale for member trade guaranties and noted Joanie Teofilo, President and Chief Executive Officer, will provide a presentation at the May 24, 2022 JEA Board of Directors Meeting. TEA requested an increase from $164 million to $340 million with a phase-in of JEA's guaranty limits to $45 million on or before June 1 and to $60 million on or before December 1.

Mr. Orfano extended appreciation to Ms. Ross for her support in finalizing the documentation. Board Members held discussions.

On ***motion*** by Rick Morales and seconded by Marty Lanahan, Resolution 2022-11 to amend the agreements to increase JEA's guaranty amount to TEA as follows: $45,000,000 on or before June 1, 2022, and $60,000,000 on or before December 1, 2022, to authorize the Managing Director/Chief Executive Office, or designee, to execute amended agreements was unanimously approved.

Eminent Domain – Paul Mitchell, Vice President, Economic Development, provided a review of the real estate team. Mr. Mitchell provided a review of the purpose and process of utilizing eminent domain noting the last time eminent domain was brought before the Board of Directors was in 2018.

Southside Integrated Piping System – Brandon Traub, Real Estate Coordinator, provided a review of the Southside Integrated Piping System including the purpose for the land, benefits of acquiring the land, timeline of negotiations, and construction timeframe.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-08 authorizing the Managing Director/Chief Executive Officer to negotiate and acquire and enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of utility easement rights for the Southside Integrated Piping System was unanimously approved.

Circuit 663 – Brandon Traub, Real Estate Coordinator, provided a review of the Circuit 663 request for eminent domain including the purpose of the land, benefits of acquiring the land, timeline of negotiations, and construction timeframe. Board Members held discussions.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-09 authorizing the Managing Director/Chief Executive Officer to negotiate and acquire and enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of utility easement rights for Circuit 663 was unanimously approved.

Proposed Cost Participation Policy – Robert Zammataro, P.E., presented staff has been working with the development community over the past six months to hear their concerns. Mr. Zammataro provided a review of the existing and proposed Cost Participation policy. Board members held discussions.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-10 to revise the Cost Participation Policy was unanimously approved.

Mr. Stowe and Board members expressed appreciation to Mr. Zammataro and team. Mr. Phillips thanked Ms. Crawford and staff for their great work on the FY23 budget and Cost of Service studies.

ADDITIONAL INFORMATION

Appendix A: Plant Capacity Fee Implementation – Provided for information only

Appendix B: Compliance with JEA's Disclosure Policies and Procedures – Provided for information only

Appendix C: Jacksonville Small and Emerging Business Update – Provided for information only

Appendix D: Hurricane Preparedness – Provided for information only

Appendix E: Electric System and Water & Sewer System Reserve Fund Report – Provided for information only

Appendix F: JEA Energy Risk Management Policy Report – Provided for information only

Appendix G: Annual Disclosure Reports – Provided for information only

CLOSING CONSIDERATIONS

First Coast Regional Utilities / 301 Partners – Ms. Ross provided a review of the processes and timeline related to the First Coast Regional Utilities plant, settlement agreement, and Cost Participation Agreement in relation to 301 Partners. Ms. Ross will provide an update to the Board at the May 24, 2022 meeting.

Announcements – Next Meeting September 9, 2022

Adjournment – With no further business coming before the Committee, General DiSalvo declared the meeting adjourned at 10:19 am.

APPROVED BY:

_____
Joseph DiSalvo, Committee Chair

Date: _____

Submitted by:

_____
Melissa Charleroy
Board Services Manager

BOARD RESOLUTION: 2022-21
September 20, 2022

A RESOLUTION TO DELEGATE AUTHORITY TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT TO THE CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR IN ACCORDANCE WITH JEA CHARTER SECTION 21.10.

WHEREAS, the purchase of real property for a new water facility will provide for JEA's continued system growth and reliability;

WHEREAS, the JEA Charter, Section 21.10, provides that the JEA Board may delegate the authority to an officer, agent or employee of JEA by resolution to execute purchase and sale agreements;

WHEREAS, the Real Estate Services Procurement Directive dated May 26, 2016 requires Board approval for all real estate purchases of more than $500,000.00;

WHEREAS, JEA staff has negotiated, and Office of General Counsel has approved, acceptable terms and conditions for the purchase of a 3.76± acre parcel of real property more particularly described in the purchase agreement and property description attached hereto as **Exhibit A** (the "Subject Property");

WHEREAS, JEA's current appraisal of the Subject Property has estimated the property value to be $1,435,000.00; and

WHEREAS, JEA Real Estate Services has requested and the Seller has agreed to a purchase price of $1,435,000.00.

BE IT RESOLVED by the JEA Board of Directors that:

1. The Board hereby approves the Purchase Agreement between Sonoc Company, LLC, a Delaware limited liability company, and JEA in substantially the form attached hereto as **Exhibit A**.

2. The Board hereby delegates to the Chief Executive Officer and Managing Director or his designee to execute the Purchase Agreement in its substantial form and any and all documents in connection with the Purchase Agreement and all other documentation as may be reasonably required to consummate the real estate transaction.

3. The purchase price for the Subject Property shall not exceed $1,435,000.00 without additional approval by the JEA Board of Directors.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

INTER-OFFICE MEMORANDUM
September 20, 2022

SUBJECT:	**REAL PROPERTY PURCHASE – NOCATEE SOUTH WATER FACILITY**
	Jay Stowe, Managing Director/CEO
TO:	JEA Board of Directors

BACKGROUND:
In support of JEA's water system growth and reliability, JEA Real Estate Services has negotiated the purchase of a 3.76 acre parcel from Sonoc Company, LLC, a Delaware limited liability company, for a new water facility. The parcel is located off Crosswater Parkway in South Nocatee.

DISCUSSION:
The subject parcel will allow for the construction of a proposed water facility to continue to provide the most reliable water service to a growing area in our service territory. The site is adequately sized for plant design and provides sufficient land buffer.

FINANCIAL IMPACT:
JEA's current appraisal on the subject 3.76 acre site reflects an appraised amount of $1,435,000.00. The purchase price for the real property rights has been negotiated with the seller for the appraised amount of $1,435,000.00.

RECOMMENDATION:
That the Board of Directors approve the purchase of real property as outlined in Resolution 2022-21.

Jay Stowe, Managing Director/CEO

BLT/MAC

Attachments:
Resolution 2022-21
Purchase Agreement
Location Map

Ver 2.2 02/01/2014

Ownership Interest:

SONOC COMPANY, LLC, a Delaware limited liability company

Robert H. Pritchard, President/Manager

Harry D. Francis, VP/Treasurer/Asst. Secretary

Scott A. Oko, VP

Judy B. Morgan, Secretary

D.D.I. Inc., a Florida corporation, Member

Jed V. Davis, Director/COB/President/CEO

Harry D. Francis, VP/Treasurer

A. Dano Davis, Director

Scott A. Oko, VP/Asst. Secretary

Judy B. Morgan, Secretary

Robert H. Pritchard, EVP/COO

Caroline D. Fitzgerald, Director

T. Wayne Davis, Director

Scott R. Stephens, Director

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Buyer"), and **SONOC COMPANY, LLC,** a Delaware limited liability company ("Seller").

W I T N E S S E T H:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property in St. Johns County, Florida (collectively, the "Property"): the tract of land containing approximately 3.76 acres as described on Exhibit A (the "Land"), together with all improvements and structures, if any, located on the Land, all tenements, hereditaments and appurtenances relating to the Land; all mineral rights owned and held by Seller relating to the Land, whether surface or subsurface, or otherwise; and all vegetation, timber and timber rights related to the Land. Seller shall reserve an easement encumbering a portion of the Property as set forth in Sections 4 and 5.

2. Purchase Price and Deposit.

a. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller at Closing for the Property shall be One Million Four Hundred Thirty-five Thousand Dollars ($1,435,000.00).

b. Deposit. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent ("Escrow Agent"), by cashier's check or wired funds, a deposit in an amount equal to Twenty Five Thousand Dollars ($25,000.00) (the "Deposit"), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Deposit shall be paid to Seller and applied to the payment of the Purchase Price.

3. Title, Survey, Buyer's Review, Inspection.

a. Title. Buyer shall, on or before ten (10) days after the Effective Date, at Buyer's cost and expense, obtain and deliver to Seller an owner's title insurance commitment issued through Buyer's attorney as agent for Fidelity National Title Insurance Company ("Title Company"), committing to insure Buyer's title to the Property in the total amount of the Purchase Price ("Commitment"). The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions

under Section 3c and any matters as specifically referred to in this Agreement, including the Reserved Easement (as hereinafter defined).

b. Survey. Buyer shall, on or before ten (10) days after the Effective Date, at Buyer's cost and expense, obtain a current boundary survey of the Land (the "Survey"), prepared by a licensed Florida land surveyor and acceptable to Buyer in its reasonable discretion. The Survey will show each Schedule B exception contained in the Commitment and its effect on the Land. To the extent necessary, Buyer shall have the Survey updated to a date within ninety (90) days prior to Closing so as to allow the Title Company to delete the standard survey exception from the Commitment at Closing.

c. Review of Title and Survey.

i. Buyer shall have a period (the "Title Review Period") ending thirty (30) days after the Effective Date, to notify Seller of any objections Buyer has to any matters shown or referred to in the Commitment or the Survey. Any title encumbrances or exceptions which are set forth in the Commitment or the Survey and to which Buyer does not object on or prior to the last day of the Title Review Period shall be deemed to be "Permitted Exceptions" to the status of Seller's title; provided, however, that no mortgages or other liquated final non-appealable judgements affecting all or any portion of the Land created by, through or under Seller, or any matters created by Seller in violation of the provisions of this Agreement, shall be Permitted Exceptions.

ii. With regard to items (other than Permitted Exceptions) to which Buyer does object within the Title Review Period, Seller shall have the right, but not the obligation, to attempt to cure such objections. Seller shall notify Buyer no later than ten (10) days after receipt of Buyer's objections as to Seller's intent to cure. If Seller elects to not attempt a cure, then Buyer shall have the right to either waive the objections (which shall become Permitted Exceptions) or terminate this Agreement by notice delivered to Seller no later than the end of the Inspection Period, and upon such termination Buyer shall receive the return of the Deposit. If Buyer fails to timely terminate, then it shall be deemed to have waived such objections. If Seller elects to attempt to cure such objections, then Seller shall have until the end of the Inspection Period in which to attempt to cure such objections, except that objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions which are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at Closing; provided, however, Seller shall be under no obligation to incur out of pocket costs to cure defects in title. If Seller is unable to cure such objections or fails to notify Buyer of such cure by the end of the Inspection Period, Buyer at its option may waive the objections not cured or terminate this Agreement by notice to Seller no later than the end of the Inspection Period and upon such termination Buyer shall receive the return of the Deposit. If Seller is able to cure such defects, then Buyer shall have no right to terminate the Agreement under this Section 3c.

d. Inspection Period.

i. Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Buyer may not conduct any borings or other invasive testing, including, without limitation, borings for a Phase II environmental study, without Seller's consent. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property, unless caused by preexisting environmental conditions of the Property or Seller's gross negligence. Seller shall make available to Buyer, within thirty (30) days of the Effective Date, at the offices of Seller or Seller's consultants, for Buyer's inspection and copying, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property, in the possession of Seller or its consultants, which materials will be returned by Buyer if this Agreement does not close. Seller makes no representations as to the accuracy or completeness of such materials. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult, at Buyer's expense, with Seller's engineers, surveyors and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property. Prior to any meeting with governmental agency, Buyer shall provide Seller with at least three (3) days' notice of such meeting and an opportunity to participate. For the purposes hereof, Seller's representative shall be J. Michael White, and such notice may be given by telephone, email, or other writing, notwithstanding the notice provisions of this Agreement.

ii. If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before ninety (90) days after the Effective Date ("Inspection Period"), receive a refund of the Deposit. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Deposit shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated pursuant to a provision of this Agreement which expressly provides for the Deposit to be returned to Buyer.

iii. Except as specifically set forth in this Agreement and in the documents to be delivered at Closing, Buyer is acquiring the Property "as is," "where is" and "with all faults," and Seller has not made and does not and will not make any representations or warranties, express or implied, including any with respect to the quality, physical condition, expenses, legal status, zoning, value, utility or potential of the Property, or any other matter or thing affecting or relating to the Property or this Agreement that might be pertinent in considering whether to purchase the Property or to make and enter into this Agreement (including, without limitation, the accuracy or completeness of any documents delivered or made available to Buyer relating to the Property).

4. Conveyance Documents. Seller shall convey to Buyer fee simple title to the Land by special warranty deed, free and clear of all liens and encumbrances, except the Permitted Exceptions and the Reserved Easement (hereinafter defined). For a period commencing on the Closing Date and ending on the date that is fifty (50) years thereafter (the "Restriction Expiration Date"), the Property may only be used for the development and operation of the Permitted Use (as defined below). The deed shall restrict use of the Property only for utility uses (including, without limitation, water and/or reuse water facilities) (the "Permitted Use"); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant; provided that renewable energy improvements such as solar panels and windfarms and associated improvements shall be allowed); (ii) any communication improvements or structures that do not exclusively serve the Permitted Use; (iii) any improvements or structures (other than communications towers or poles exclusively serving the Permitted Use which shall not exceed sixty feet (60') in height above ground level) exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. From and after the Restriction Expiration Date, the Property may be used for any lawful purpose.

5. Reserved Easement. At Closing, Seller shall reserve to itself, its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, and landscaping ("Reserved Easement"), on, upon, over and below the surface of the land described in Exhibit B attached hereto and made a part hereof (the "Reserved Easement Area"). The Reserved Easement includes the right of Seller to mow, maintain, repair, replace, and add landscaping that does not unreasonably interfere with the proper operation, maintenance, repair, or replacement of Buyer's utility facilities that may be located within the Reserved Easement Area from time to time.

6. Buyer Approvals. Although the Closing is not conditioned upon issuance of any permits or approvals, Buyer shall have the right to pursue all approvals deemed necessary by Buyer for its use of the Property and for the construction of Buyer's planned facilities ("Buyer Approvals"). Seller shall, at no cost to Buyer, execute such property owner authorizations and applications necessary for Buyer to seek the Buyer Approvals. Buyer shall provide Seller with copies of all applications for all land use amendments, re-zonings and other local permits and approvals with respect to the Property prior to submittal to the applicable governmental

authorities. In addition, Buyer agrees to make copies of all applications for non-local permits and approvals with respect to the Property available for inspection by Seller and its agents at any reasonable time during normal business hours at JEA's downtown offices, and Seller shall be permitted to make any copies it deems desirable at its own expense. Buyer agrees that it shall be responsible for satisfaction of all conditions and obligations set forth in any permits and approvals affecting the Property obtained by Buyer.

7. Site Plan Approval Right.

a. Buyer and Seller shall use reasonably diligent efforts and act in good faith to develop and agree on a site plan for Buyer's intended use of the Property as permitted herein ("Site Plan"). Buyer shall develop the proposed Site Plan and submit to Seller for approval, not to be unreasonably withheld, conditioned, or delayed. Seller shall notify Buyer in writing whether it approves or disapproves of the Site Plan within thirty (30) days after Buyer's submission of the Site Plan to Seller. In the event that Seller does not approve or disapprove of the Site Plan in the foregoing thirty (30) day period, then Buyer shall have the right to send a second notice to Seller requesting Seller's approval or comments on the Site Plan and if Seller fails to respond within five (5) business says after such second notice, then Seller shall be deemed to have approved such Site Plan. If Seller disapproves of the Site Plan, Seller shall specify in reasonably specific detail the reasons for such disapproval, in which case Buyer shall cause Site Plan to be revised in accordance with Seller's reasonable objections and submit the revised Site Plan to Seller within five (5) business days of receipt of Seller's written comments for Seller's review and approval. Seller shall notify Buyer in writing whether it approves or disapproves of the resubmitted Site Plan within five (5) business days after its receipt of the revised Site Plan. In the event that Seller does not approve or disapprove of the Site Plan in the foregoing five (5) business day period, Seller shall be deemed to have approved of the Site Plan. This process shall be repeated until the Site Plan has been finally approved (or deemed approved) by Seller.

b. In the event that Buyer requires any Material Changes (as hereinafter defined) to the Site Plan after Seller has approved it (or approval is deemed given), such Material Changes shall require the approval of Seller. Changes which are not Material Changes shall not require the approval of Seller. Seller's approval of Material Changes proposed by Buyer shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given if no written response to the proposed Material Changes is received by Buyer within fifteen (15) days of their submittal to Seller in writing. For purposes of this provision, "Material Changes" shall mean changes that substantially alter the location of ingress and egress points to and from public rights of ways or the location of Buyer's proposed water facility building; provided, that changes to the Site Plan that are required by applicable governmental authorities as a condition of obtaining permits or approvals for the proposed development on the Property shall not be deemed Material Changes and shall not require Seller's approval.

c. This Section 7 shall survive Closing; provided however, that subsequent to Buyer's construction of improvements on the Property in accordance with the Site Plan approved or deemed approved by Seller, this Section 7 and the Seller's approval rights shall expire and terminate.

8. Casualty and Eminent Domain. Risk of loss as to the Property resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, or if the Property or any portion thereof shall be subjected to the bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Buyer may terminate this Agreement by written notice to Seller given within ten (10) days after notice of the damage or taking (in the event of such termination of this Agreement, Buyer shall receive the return of the Deposit (and any interest accrued thereon)). If the Closing Date is within the aforesaid 10-day period, then the Closing shall be extended to the next business day following the end of said 10-day period. If no such election to terminate is made, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Buyer any insurance proceeds that may thereafter be made for such damage or destruction (provided that Buyer pay any deductible under such policies). For the purposes of this paragraph, the phrase "material damage" or similar phrase means damage that would impair the use of the Property for Buyer's intended purpose (or would increase the cost required to use the Property for Buyer's intended purpose by an amount in excess of $100,000).

9. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default; provided that it shall be an immediate event of default should a party fail to appear at Closing and perform the obligations it is required to perform at Closing and no notice and right to cure shall be available. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 9 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, then Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to

terminate this Agreement by written notice to Buyer and retain Buyer's Deposit (and any accrued interest thereon) as liquidated damages. Seller and Buyer agree that the actual damages that would be incurred by Seller for a default of Buyer hereunder are uncertain and cannot be readily ascertained, and that the Deposit is a reasonable estimate of such actual damages and does not constitute a penalty. Notwithstanding the foregoing, Seller shall have all remedies available at law or in equity as to any of Buyer's indemnity, defense and hold harmless obligations (subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered), and the amount of the Deposit shall not be a limitation on Seller's remedies as to such matters. Notwithstanding anything in this Agreement to the contrary, if Buyer has failed to deliver any part of the Deposit required under this Agreement and an event occurs which entitles Seller to receive the Deposit under this Agreement, then Buyer shall be obligated to pay such amount of the Deposit to Seller in cash upon demand by Seller.

c. Remedies of Buyer. In the event of a default by Seller hereunder, Buyer may, at Buyer's option, do any of the following: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing and receive the return of the Deposit; (ii) enforce specific performance of this Agreement against Seller; or (iii) to the extent specific performance is unavailable as a remedy due to Seller wrongfully conveying the Property or a portion thereof to a third party while this Agreement is in full force and effect, Buyer may bring an action against Seller for actual damages (specifically excluding consequential, punitive and special damages). If Buyer intends to pursue specific performance, Buyer must file an action for specific performance against Seller by no later than ninety (90) days after the outside Closing date under this Agreement, failing which Buyer shall be deemed to have elected option (i) above.

10. Real Estate Commission. Seller represents and warrants to Buyer that Seller has not dealt with any real estate broker or salesman with respect to the transactions contemplated under this Agreement and Seller agrees to indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Buyer by reason of any claim to any broker's, finder's or other fee in connection with the transactions contemplated under this Agreement by any party claiming by, through or under Seller. Buyer represents and warrants to Seller that Buyer has not dealt with any real estate broker or salesman with respect to the transactions contemplated under this Agreement and Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with the transactions contemplated under this Agreement by any party claiming by, through or under Buyer.

11. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the date hereof that:

a. except as may be reflected in the Commitment, and except for this Agreement, there are no contracts or agreements outstanding (whether for sale, exchange or otherwise) which affect any portion of the Property or its operation;

b. to Seller's actual knowledge, there is no action, suit, proceeding or claim affecting the Property or any portion thereof nor affecting Seller and relating to the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality nor, to the actual knowledge of Seller, is any such action, suit, proceeding or claim threatened or being asserted;

c. to Seller's actual knowledge, no portion of the Property is the subject of any pending condemnation or eminent domain proceeding, or any other litigation or proceeding, and Seller has not received any written notice and has no actual knowledge that any such proceeding is proposed or contemplated;

d. to the best of Seller's knowledge, Seller is not prohibited from consummating the transactions contemplated in this Agreement, by any law, regulation, agreement, restriction, order or judgment;

e. there are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller, and, except as to any documents or matters disclosed by the Commitment, Seller has not granted any license, lease, or other right relating to the use or possession of the Property;

f. there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by Seller or filed by Seller or pending against Seller or the Property;

g. Seller has full right, title and authority to enter into this Agreement and except as reflected in the Commitment, no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to purchase contract, option agreement, right of first refusal, reversionary or future interests, or right of reverter;

h. except for governmental costs and fees for permits and approvals and taxes and assessments and except as disclosed in the Commitment, Seller has neither made nor to Seller's actual knowledge is Seller bound by any commitments to any governmental authority, utility company, school board, church or other religious body, or any homeowners' association, or to any other organization, group or individual relating to the Property, which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property; and

i. Seller has not, and to Seller's actual knowledge, Seller's agents, employees or contractors have not, released or deposited any chemical waste, toxic or hazardous materials or substances, chemicals or wastes in excess of regulatory levels upon or below the surface of the Property or into any water system, and, to Seller's actual knowledge, no such chemical waste, toxic

or hazardous materials or substances, chemicals or wastes are situated upon or buried in the Property.

At Closing, Seller shall deliver a certificate certifying that its representations and warranties contained herein are true and correct as of the Closing Date or to the extent of changed circumstances, shall evidence such changed circumstances to the affected parties knowledge (the "Changed Circumstances"). If the Changed Circumstances are material in nature and result from the acts of Seller, then such Changed Circumstances shall be deemed a violation of the representations contained herein and Buyer shall have those remedies provided for a default under this Agreement. In all other instances where the Changed Circumstances are material in nature, Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this Agreement, except those that specifically survive the termination hereof. All of Seller's warranties and representations shall survive Closing for a period of 180 days from the Closing, and no action may be taken by Buyer in connection with such representations and warranties after such date, and the parties' sole remedy for any breach of the representations and warranties contained herein discovered after Closing shall be an action for actual damages.

12. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before the date that is thirty (30) days after expiration of the Inspection Period. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller.

13. Documents to be delivered at Closing. At Closing, Seller shall deliver the following documents, as their interests may appear as to the portion of the Property subject to such documents:

a. Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, in form and substance reasonably acceptable to Buyer and Seller, conveying to Buyer the Land in marketable fee simple, free and clear of any lien, encumbrance or exception other than the Permitted Exceptions, but subject to the Reserved Easement. The Deed shall be in substantially the form attached hereto as Exhibit C.

b. all documentation reasonably necessary to allow Buyer or Buyer's attorney, as title agent for the Title Company, to delete from the title commitment and the Owner's Policy of Title Insurance (the "Owner Title Policy") all of the standard exceptions (except for taxes and assessments not yet due and payable, and except for any standard exceptions which may only be deleted upon a review of a survey of the Land) and to delete any exceptions other than the Permitted Exceptions;

c. a duly executed Owner's Title Affidavit, in form and substance customarily used by and acceptable to the Title Company, sufficient to enable the Title Company to delete the "gap" exception and the standard exceptions (except for taxes and assessments not yet due and payable and except for any standard exceptions which may only be deleted upon a review of a survey of the Land) from the Owner Title Policy;

d. a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes;

e. a certificate that Seller (or its sole member, if Seller is a disregarded entity) is not a foreign person or entity for the purposes of Section 1445 of the United States Internal Revenue Code of 1986;

f. possession of the Land, subject only to the Permitted Exceptions;

g. such evidence of the legal existence and good standing of Seller, and the authority and capacity of Seller and its representatives as Buyer or the Title Company may reasonably require; and

h. a closing settlement statement consistent with the terms of this Agreement.

14. Closing Costs.

a. At Closing, Seller shall pay:

(i) Documentary stamp taxes on the Deed;
(ii) Seller's attorneys' fees;
(iii) Recording fees for curative title documents.

b. At Closing, Buyer shall pay:

(i) Buyer's attorneys' fees;
(ii) Buyer's inspection costs;
(iii) The cost of the Survey;
(iv) Recording fees;
(v) The Owner Title Policy issued pursuant to the Commitment.

15. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

16. Notices. Notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent

by email, in which case notice shall be deemed delivered upon transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorneys are authorized to give any notice specified in this Agreement on behalf of their respective clients.

To Buyer:	JEA, Real Estate 21 W. Church Street (CC-6) Jacksonville, Florida 32202 Attention: Director, Real Estate Services Office: (904) 665-6535 Email: popeja@jea.com
With copy to:	Edwards Cohen 200 W. Forsyth St., Suite 1300 Jacksonville, Florida 32202 Attention: Brian Dawes, Esq. Office: (904) 633-7979 Email: bdawes@edcolaw.com
To Seller:	c/o The PARC Group, Inc. 4314 Pablo Oaks Court Jacksonville, Florida 32224 Attention: Roger O'Steen Office: (904) 992-9750 Email: ROSteen@parcgroup.net
With copy to:	The PARC Group, Inc. 4314 Pablo Oaks Court Jacksonville, Florida 32224 Attention: Mikey White Office: (904) 992-9750 Email: MWhite@parcgroup.net
With copy to:	Gunster, Yoakley & Stewart, P.A. 225 Water Street, Suite 1750 Jacksonville, Florida 32202 Attention: Nicholas Dyal, Esq. Office: (904) 350-7420 Email: NDyal@gunster.com
To Escrow Agent:	Edwards Cohen 200 W. Forsyth St., Suite 1300

Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Office: (904) 633-7979
Fax: (904) 633-9026
Email: bdawes@edcolaw.com

17. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

19. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

20. Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

21. Assignment. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; and no third party will have any rights, privileges or other beneficial interest herein or hereunder.

22. Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

23. Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against on party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

24. Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party

of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

25. Escrow Provisions. It is agreed that the duties of Escrow Agent with respect to the Deposit are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Deposit and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Deposit or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Deposit or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Deposit or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Deposit or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Deposit or a document and neither of the parties disputes such disbursal within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Deposit or the document, then Escrow Agent is authorized to disburse the Deposit or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Deposit or the cash or documents to close or as to whom the Deposit, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Deposit and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Deposit and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

26. 1031. If requested by Seller, Buyer will cooperate with Seller, at no cost to Buyer, in effectuating the transactions contemplated by this Agreement as a like kind exchange through a qualified intermediary in accordance with §1031 of the Internal Revenue Code of 1986, as amended. If Seller elects to proceed with a §1031 exchange, Seller shall be solely responsible for the qualification of the transaction as a §1031 exchange, the §1031 exchange shall not cause

delay to Closing, the purchase and sale of the Property shall not be contingent or otherwise subject to the consummation of the §1031 exchange, and all representations, warranties, covenants and other obligations of Seller and remedies of Buyer set forth in this Agreement shall not be affected by the §1031 exchange.

27. Buyer Representations. Buyer represents to Seller that (i) the individual executing this Agreement on behalf of Buyer is the duly elected, qualified and acting officer as indicated; (ii) the execution of this Agreement by said individual is authorized by and binding on Buyer; (ii) Buyer's execution and delivery of this Agreement to Seller and its performance of the obligations provided for herein have been authorized by Buyer; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Buyer threatened against or affecting Buyer, which would impede or otherwise impair its ability to perform its obligations under this Agreement. The provisions of this paragraph shall survive Closing.

28. Board Approval Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Board of Directors for the purchase of the Property. It is understood that Buyer shall notify Seller prior to expiration of the Inspection Period of the decision of the Board of Directors. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Buyer shall deliver written notice of termination to Seller during the Inspection Period and Escrow Agent is irrevocably instructed to return the Deposit and any interest earned thereon to Buyer and this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

29. Acknowledgments of Buyer. Buyer acknowledges and agrees to the following (which shall survive the Closing):

a. DRI. THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE DRI AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF DUVAL AND ST. JOHNS COUNTIES, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF SONOC COMPANY, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE PLANNING DEPARTMENT IN DUVAL AND ST. JOHNS COUNTIES, FLORIDA. THE PROPERTY IS OR SHALL BECOME SUBJECT TO A PUD, PERMITS FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND U.S. ARMY CORPS OF ENGINEERS, AND OTHER STATE AND FEDERAL LAND USE REGULATIONS GENERALLY APPLICABLE TO THE DEVELOPMENT OF REAL ESTATE.

b. Community Development District. Buyer acknowledges that the Property is within the jurisdiction of and subject to the Tolomato Community Development District (the

"Tolomato CDD"). Any documents recorded by or on behalf of the Tolomato CDD shall be Permitted Exceptions.

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO ST. JOHNS COUNTY, FLORIDA AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[*This Space Intentionally Left Blank*]

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

BUYER:

JEA, a body politic and corporate

By: _____
Michael Corbitt
Director, Real Estate Services
Date: _____

SELLER:

SONOC COMPANY, LLC, a Delaware limited liability company

By: _____
Print: _____
Its: _____
Date: _____

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Deposit in escrow, and shall disburse the Deposit pursuant to the provisions of Section 25.

Edwards, Cohen, Dawson, Noble & Dawes, P.A.

By: _____
Print: _____
Its: _____
Date: _____

EXHIBIT A

THE LAND

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°22'48" EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87°20'57" EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°49'40" EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°46'08" EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°58'58" EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°44'04" EAST, 52.18 FEET; THENCE SOUTH 69°35'24" EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°37'31" EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°50'25" EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°42'05" EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°33'45" EAST, 43.81 FEET; THENCE NORTH 18°58'48" WEST, 18.48 FEET; THENCE NORTH 07°08'33" WEST ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21°25'11" WEST, 33.09 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°01"24 WEST, 25.84 FEET; THENCE NORTH 16°22'23" WEST ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°09'13" WEST, 27.07 FEET; THENCE NORTH 13°14'08" WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 56°48'54" WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°36'19" WEST, 21.62 FEET; THENCE NORTH 68°26'06" WEST, 37.01 FEET; THENCE NORTH 18°34'25" WEST, 52.23 FEET; THENCE NORTH 79°11'07" WEST, 9.07 FEET; THENCE NORTH 14°23'38" EAST, 35.70 FEET; THENCE NORTH 49°31'32" EAST, 15.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°39'21" EAST, 36.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°12'51" WEST, 46.56 FEET; THENCE NORTH 01°55'19" EAST, 15.58 FEET; THENCE NORTH 64°44'27" EAST, 31.55 FEET; THENCE NORTH 28°19'10" EAST, 14.93 FEET; THENCE NORTH 55°08'02" EAST, 64.16 FEET; THENCE NORTH 46°45'47" EAST, 51.15 FEET; THENCE NORTH 83°54'42" EAST, 52.95 FEET; THENCE NORTH 52°15'29" EAST, 47.54 FEET; THENCE NORTH 81°25'39" EAST, 6.29 FEET; THENCE SOUTH 41°01'00" EAST, 39.55 FEET; THENCE SOUTH 10°20'53" WEST, 105.88 FEET; THENCE SOUTH 40°01'54" EAST, 46.85 FEET; THENCE SOUTH 03°10'53" WEST, 53.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 48.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°02'07" EAST, 41.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°44'53" EAST, 42.85 FEET; THENCE NORTH 24°49'27" EAST, 20.37 FEET; THENCE SOUTH 54°15'14" EAST, 13.68 FEET; THENCE SOUTH 24°28'12" EAST, 68.41 FEET; THENCE SOUTH 07°31'00" EAST, 49.49 FEET; THENCE SOUTH 39°34'30" EAST, 81.73 FEET; THENCE SOUTH 11°33'50" EAST, 82.55 FEET; THENCE SOUTH 70°09'38" WEST, 157.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 121.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°37'50" WEST, 118.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°58'14" WEST, 20.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°50'25" WEST, 48.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 217.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 196.29, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°44'44" WEST, 189.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87°20'57" WEST ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

THE RESERVED EASEMENT AREA

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 22 MINUTES 48 SECONDS EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 49 MINUTES 40 SECONDS EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 16.64 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

FORM OF DEED WITH RESERVED EASEMENT

[see attached]

Prepared by and return to:
Brian Dawes, Esq.
Edwards Cohen
200 W. Forsyth Street, Suite 1300
Jacksonville, FL 32202

Property Appraiser
Parcel Identification: 072110-0000 (portion thereof)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the _____ day of _____, 2022, by and between **SONOC COMPANY, LLC,** a Delaware limited liability company whose address is 4310 Pablo Oaks Court, Jacksonville, FL 32224 ("Grantor"), and **JEA**, a body politic and corporate, whose address is 21 W. Church Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH:

That in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the Reserved Easement (hereinafter defined) and matters of record (collectively, the "Permitted Exceptions"), but such reference shall not act to re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

1. **Approval and Permits**. Grantee acknowledges that the development and use of the Property is subject to the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30 (the "DRI"), Nocatee Planned Unit Development St. Johns County Ordinance No. 2002-46 (the "PUD"), and certain permits from the St. Johns Water Management District and the Army Corps of Engineers relating to wetland areas within the Nocatee community, all as amended and as may be amended from time to time (collectively, the "Permits"). Grantee shall comply with the DRI, PUD, Permits and the applicable comprehensive plan, and shall hold harmless and indemnify Grantor from all losses, costs, damages and/or expenses incurred by Grantor as a result of a violation by Grantee from and after the date hereof of the terms and conditions of the DRI, PUD, or Permits. Due to the integrated nature of the

Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed as to any PUD modifications that affect only the Property.

2. **Use Restrictions**. For a period commencing on the date of this Deed and ending on _____, 2072 (such end date is referred to herein as the "Restriction Expiration Date"), the Property may only be used for the development and operation of the Permitted Use (as defined below). As used herein, the "Permitted Use" means utility uses (including, without limitation, water and/or reuse water facilities); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant; provided that renewable energy improvements such as solar panels and windfarms and associated improvements shall be allowed); (ii) any communication improvements or structures that do not exclusively serve the Permitted Use; (iii) any improvements or structures (other than communications towers or poles exclusively serving the Permitted Use which shall not exceed sixty feet (60') in height above ground level) exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. From and after the Restriction Expiration Date, the Property may be used for any lawful purpose.

3. **Reserved Easement**. Grantor hereby reserves to itself, its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, and landscaping ("Reserved Easement"), on, upon, over and below the surface of the land described in **Exhibit "B"** attached hereto and made a part hereof (the "Reserved Easement Area"). The Reserved Easement includes the right of Grantor to mow, maintain, repair, replace, and add landscaping that does not unreasonably interfere with the proper operation, maintenance, repair, or replacement of Grantee's utility facilities that may be located within the Reserved Easement Area from time to time.

4. **Site Plan Approval**. Grantor shall be entitled to review and approve the site plan for improvements to be constructed or installed on the Property. No improvements shall be commenced, placed or maintained upon such portion of the Property nor shall any addition or change or alteration therein be made unless such improvements, changes, or alterations are consistent with the site plan approved in writing by Grantor. Approval by Grantor shall not be unreasonably withheld. Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the site plan to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

5. **Remedies for Default.** To the extent that Grantee shall default in its obligations pursuant to the terms of this Deed, Grantor shall be entitled to exercise all remedies available to Grantor in law or in equity to enforce the rights and privileges herein contained, recognizing that damages may be an inadequate remedy.

6. **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

7. **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

8. **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing.

9. **Successors and Assigns**. Grantor's rights and obligations under this Deed shall inure to the benefit of and be binding on Grantor and its successors and assigns, and the provisions of this Deed shall be binding upon Grantee and its successors and assigns as owners of the Property.

[execution on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____

_____
Print Name: _____

GRANTOR:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022, by _____, _____of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

_____
(Print Name_____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

_____

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____

_____
Print Name: _____

GRANTEE:

JEA,
a body politic and corporate

By: _____
Michael Corbitt
Director, Real Estate Services

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022, by Michael Corbitt, as Director, Real Estate Services of **JEA**, a body politic and corporate, on behalf of the JEA.

_____
(Print Name_____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced
_____

EXHIBIT "A"
to Special Warranty Deed

PROPERTY

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°22'48" EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87°20'57" EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°49'40" EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°46'08" EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°58'58" EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°44'04" EAST, 52.18 FEET; THENCE SOUTH 69°35'24" EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°37'31" EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°50'25" EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°42'05" EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°33'45" EAST, 43.81 FEET; THENCE NORTH 18°58'48" WEST, 18.48 FEET; THENCE NORTH 07°08'33" WEST ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21°25'11" WEST, 33.09 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°01"24 WEST, 25.84 FEET; THENCE NORTH 16°22'23" WEST ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°09'13" WEST, 27.07 FEET; THENCE NORTH 13°14'08" WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE

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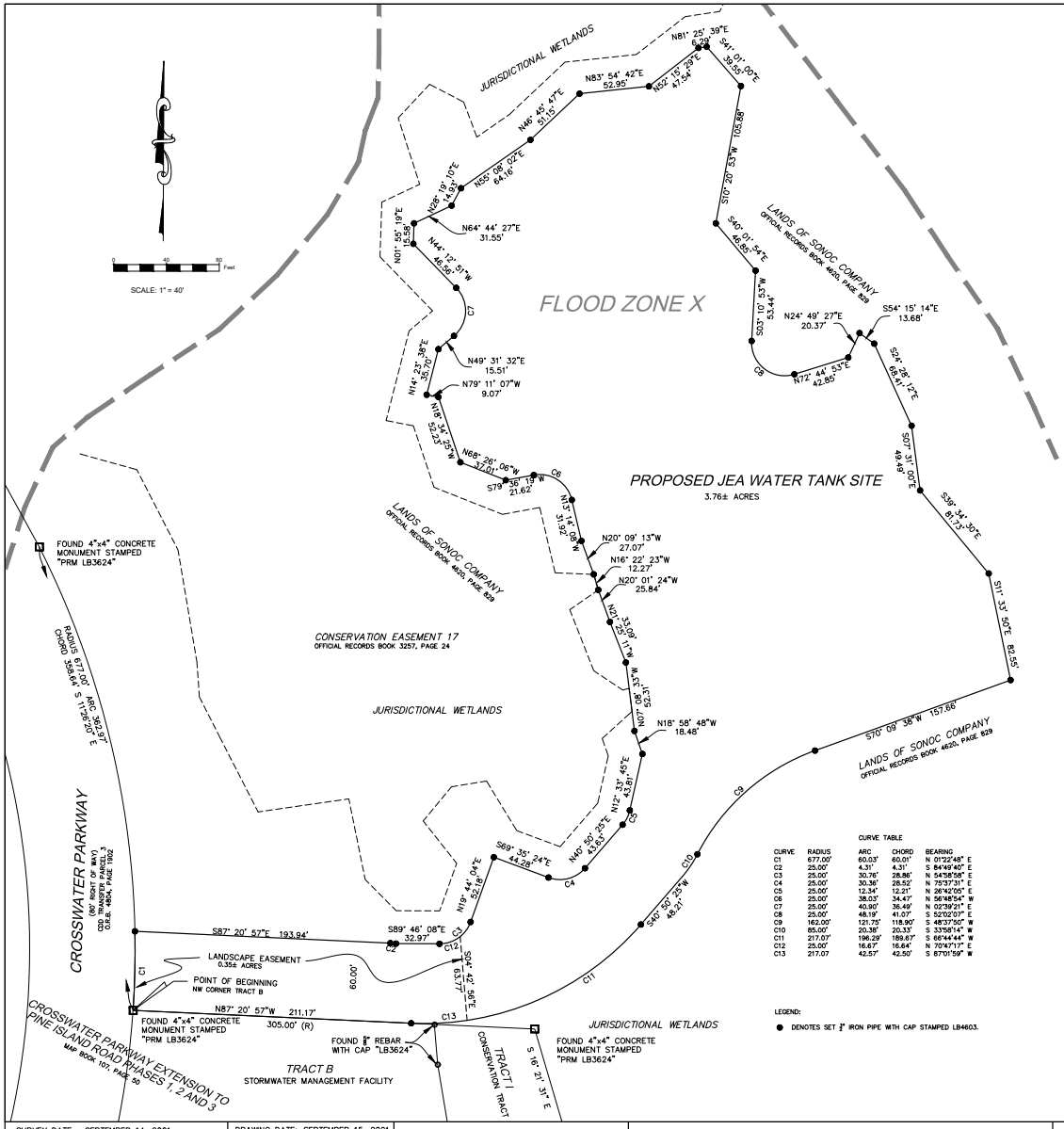
EXHIBIT "B"
to Special Warranty Deed

RESERVED EASEMENT AREA

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 22 MINUTES 48 SECONDS EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 49 MINUTES 40 SECONDS EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 16.64 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.



CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING
C1	677.00'	60.03'	60.01'	N 01°22'48" E
C2	25.00'	4.31'	4.31'	S 84°46'40" E
C3	25.00'	30.76'	28.86'	N 54°58'58" E
C4	25.00'	30.36'	28.52'	N 75°37'31" E
C5	25.00'	12.34'	12.21'	N 26°42'05" E
C6	25.00'	38.03'	34.47'	N 56°48'54" W
C7	25.00'	40.90'	36.49'	N 01°39'21" E
C8	25.00'	48.19'	41.07'	S 52°02'07" E
C9	162.00'	121.75'	118.90'	S 48°37'50" W
C10	85.00'	20.38'	20.33'	S 33°58'14" W
C11	217.07'	196.29'	189.67'	S 66°44'44" W
C12	25.00'	16.67'	16.64'	N 70°47'17" E
C13	217.07	42.57'	42.50'	S 87°01'59" W

LEGEND:

● DENOTES SET 5/8" IRON PIPE WITH CAP STAMPED LB4603.

BOUNDARY SURVEY OF:

WATER TOWER SITE

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19 DEGREES 44 MINUTES 04 SECONDS EAST, 52.18 FEET; THENCE NORTH 69 DEGREES 35 MINUTES 24 SECONDS EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75 DEGREES 37 MINUTES 31 SECONDS EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40 DEGREES 50 MINUTES 25 SECONDS EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 42 MINUTES 05 SECONDS EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12 DEGREES 33 MINUTES 45 SECONDS EAST, 43.81 FEET; THENCE NORTH 18 DEGREES 58 MINUTES 48 SECONDS WEST, 18.48 FEET; THENCE NORTH 07 DEGREES 09 MINUTES 33 SECONDS WEST, ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 11 SECONDS WEST, 33.09 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 24 SECONDS WEST, 25.84 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 16 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20 DEGREES 09 MINUTES 13 SECONDS WEST, 27.07 FEET; THENCE NORTH 13 DEGREES 14 MINUTES 08 SECONDS WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 48 MINUTES 54 SECONDS WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 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CONTAINING 3.76 ACRES MORE OR LESS.

LANDSCAPE EASEMENT

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.35 ACRES MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT B BEING NORTH 87°20'57" WEST, ACCORDING TO PLAT OF CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THE LEGAL DESCRIPTION FOR THE SUBJECT PARCEL WAS PREPARED BY THIS FIRM.
3. UNDERGROUND FOUNDATIONS, TANKS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED.
4. ALL MEASUREMENTS ARE BOTH RECORD AND CALCULATED UNLESS NOTED OTHERWISE.
5. ONLY ABOVE GROUND INDICATORS TO SUBSURFACE UTILITIES WERE LOCATED BY THIS SURVEY.
6. THE LANDS SHOWN HEREON LIE IN FLOOD ZONE UNSHADED X, AN AREA DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, SHADED X, AN AREA OF 0.2% ANNUAL CHANCE FLOOD, ACCORDING TO COMMUNITY PANEL NUMBER 12547-0195-J OF THE FLOOD INSURANCE RATE MAPS FOR DUVAL COUNTY, FLORIDA, DATED DECEMBER 7, 2018.
7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 9636736, WITH A COMMITMENT DATE OF 7-5-22 THE FOLLOWING EXCEPTIONS ARE LISTED IN ITS SCHEDULE B-II:

ITEMS 1-5 ARE NOT SURVEY ITEMS.

6. NOTICE OF DRI DEVELOPMENT ORDER (NOCATEE) AS SET OUT IN INSTRUMENT RECORDED OCTOBER 1, 2001 IN OFFICIAL RECORDS BOOK 1656, PAGE 1887; FIRST AMENDMENT RECORDED MARCH 12, 2007 IN OFFICIAL RECORDS BOOK 2881, PAGE 158; AND MODIFIED MODIFICATION RECORDED JULY 20, 2009 IN OFFICIAL RECORDS BOOK 3219, PAGE 725; MODIFICATION RECORDED JANUARY 20, 2010 IN OFFICIAL RECORDS BOOK 3279, PAGE 486; MODIFICATION RECORDED OCTOBER 26, 2010 IN OFFICIAL RECORDS BOOK 3369, PAGE 256; MODIFICATION RECORDED DECEMBER 7, 2012 IN OFFICIAL RECORDS BOOK 3940, PAGE 998; MODIFICATION RECORDED FEBRUARY 6, 2017 IN OFFICIAL RECORDS BOOK 4327, PAGE 1180; MODIFICATION RECORDED JANUARY 28, 2021 IN OFFICIAL RECORDS BOOK 5163, PAGE 1287. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
7. NOTICE OF ESTABLISHMENT OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED AUGUST 18, 2004 IN OFFICIAL RECORDS BOOK 2263, PAGE 1747; VALIDATION RECORDED DECEMBER 21, 2004 IN OFFICIAL RECORDS BOOK 2340, PAGE 1966; NOTICE OF BOUNDARY AMENDMENT OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT RECORDED AUGUST 7, 2018 IN OFFICIAL RECORDS BOOK 4583, PAGE 127; NOTICE OF BOUNDARY AMENDMENT RECORDED MAY 27, 2021 IN OFFICIAL RECORDS BOOK 5276, PAGE 1055. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
8. DEVELOPER AND UTILITY SERVICE AGREEMENT BETWEEN SONOC COMPANY, LLC AND JEA, AS SET OUT IN INSTRUMENT RECORDED JANUARY 20, 2005 IN OFFICIAL RECORDS BOOK 2359, PAGE 1979, AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 16, 2010 IN OFFICIAL RECORDS BOOK 3505, PAGE 571; SECOND AMENDMENT RECORDED APRIL 28, 2014 IN OFFICIAL RECORDS BOOK 3872, PAGE 914; THIRD AMENDMENT RECORDED APRIL 8, 2021 IN OFFICIAL RECORDS BOOK 5232, PAGE 1500. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
9. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS FOR MASTER INFRASTRUCTURE IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED FEBRUARY 24, 2005 IN OFFICIAL RECORDS BOOK 2381, PAGE 524. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
10. UNRECORDED INSTALLATION AND SERVICE AGREEMENT BY AND BETWEEN COMCAST OF GREATER FLORIDA/GEORGIA, INC. AND SONOC COMPANY, LLC DATED JUNE 2, 2006; FIRST AMENDMENT DATED APRIL 12, 2007; SECOND AMENDMENT DATED SEPTEMBER 22, 2009. NEED DOCUMENT.
11. IMPACT FEE CREDIT AGREEMENT (PARK IMPACT FEES) AS SET OUT IN INSTRUMENT RECORDED JANUARY 19, 2007 IN OFFICIAL RECORDS BOOK 2853, PAGE 731. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
12. IMPACT FEE CREDIT AGREEMENT (ROAD IMPACT FEES) AS SET OUT IN INSTRUMENT RECORDED JANUARY 19, 2007 IN OFFICIAL RECORDS BOOK 2853, PAGE 749, AND RECORDED JULY 14, 2011 IN OFFICIAL RECORDS BOOK 3454, PAGE 1954. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
13. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT'S NOTICE OF SPECIAL ASSESSMENTS FOR MASTER INFRASTRUCTURE IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED JUNE 14, 2007 IN OFFICIAL RECORDS BOOK 2934, PAGE 154. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
14. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT'S SUPPLEMENTAL NOTICE OF SPECIAL ASSESSMENTS FOR NEIGHBORHOOD IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED JUNE 14, 2007 IN OFFICIAL RECORDS BOOK 2934, PAGE 168. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
15. LANDOWNER'S DECLARATION OF COVENANT AND CONSENT TO AMEND THE EXTERNAL BOUNDARIES OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND/OR TO MERGER WITH THE SPLIT PINE COMMUNITY DEVELOPMENT DISTRICT RECORDED AUGUST 9, 2007 IN OFFICIAL RECORDS BOOK 2985, PAGE 211. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
16. DECLARATION OF CONSENT TO JURISDICTION OF TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SERVICE 2007 SPECIAL ASSESSMENTS AS SET OUT IN INSTRUMENT RECORDED NOVEMBER 30, 2007 IN OFFICIAL RECORDS BOOK 3013, PAGE 1247. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
17. DECLARATION OF RESTRICTED USE AND RIGHT OF FIRST REFUSAL AS SET OUT IN INSTRUMENT RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 3022, PAGE 1747. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
18. MERGER IMPLEMENTATION AGREEMENT BY AND BETWEEN THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND THE SPLIT PINE COMMUNITY DEVELOPMENT DISTRICT, NAMING THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT THE SURVIVING ENTITY, AS SET OUT IN INSTRUMENT RECORDED MARCH 5, 2010 IN OFFICIAL RECORDS BOOK 3292, PAGE 1673. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
19. NOTICE OF MERGER OF THE SPLIT PINE COMMUNITY DEVELOPMENT DISTRICT INTO AND WITH THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED MARCH 19, 2010 IN OFFICIAL RECORDS BOOK 3298, PAGE 1812. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
20. FIRST AMENDED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED APRIL 19, 2010 IN OFFICIAL RECORDS BOOK 3305, PAGE 1930. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
21. RECORDED SEPTEMBER 24, 2012 IN OFFICIAL RECORDS BOOK 3618, PAGE 1350. DOES NOT AFFECT THE SUBJECT PARCEL. THE SUBJECT PARCEL WAS EXCLUDED BY LESS AND EXCEPT FROM PARCEL 3 (ST. JOHNS COUNTY SONOC COMPANY LLC LANDS ON PAGES 1374-1377.
22. IMPACT FEE CREDIT AGREEMENT (FIRE/RESCUE FEES) AS SET OUT IN INSTRUMENT RECORDED MAY 7, 2014 IN OFFICIAL RECORDS BOOK 3877, PAGE 159. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
23. AMENDED AND RESTATED NOTICE OF SPECIAL ASSESSMENTS AND LIEN OF RECORD OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED MARCH 18, 2015 IN OFFICIAL RECORDS BOOK 4000, PAGE 1725. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE

BOARD RESOLUTION: 2022-22
September 20, 2022

JEA RESOLUTION No. 2022-22

A RESOLUTION BY THE JEA BOARD AUTHORIZING NEGOTIATED ACQUISITION AND EXECUTION OF ACQUISITION AGREEMENTS FOR UTILITY EASEMENT RIGHTS IN CERTAIN LANDS DESCRIBED HEREIN FOR OVERHEAD ELECTRIC LINES AND ASSOCIATED FACILITIES, UNDER CERTAIN TERMS AND CONDITIONS, AND FAILING SUCCESSFUL NEGOTIATIONS AS TO ANY AND ALL SUCH LANDS, AUTHORIZING CONDEMNATION PROCEEDINGS; DECLARING THE NECESSITY FOR ACQUIRING UTILITY EASEMENT RIGHTS THROUGH CONDEMNATION BY RIGHT OF EMINENT DOMAIN IN CERTAIN LANDS; AUTHORIZING THE OFFICE OF GENERAL COUNSEL TO INSTITUTE APPROPRIATE CONDEMNATION PROCEEDINGS; WAIVING ANY CONFLICTING PROVISIONS OF THE REAL ESTATE SERVICES PROCUREMENT DIRECTIVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA is authorized to construct, operate and maintain facilities for public utilities for the general public and is vested by law with the power of eminent domain to acquire fee and easement rights, for all public utilities including, but not limited to, electric, water, reclaimed water, and sewer purposes in the event that negotiations for their purchase is concluded unsuccessfully; now therefore:

BE IT RESOLVED BY JEA:

Section 1. Managing Director Authorized to Acquire. The Managing Director, or his designee, is hereby authorized to negotiate and acquire and to enter into acquisition agreements and to execute

on behalf of JEA such documents as may be required for acquisition of utility easement rights in the lands described in Exhibit "A", to construct, operate and maintain overhead electric lines and related facilities. JEA declares that the lands described in Exhibit "A" is necessary for this use. The Managing Director, or his designee, shall accomplish such acquisition of utility easement rights on such terms and conditions as specified by JEA.

Section 2. Declaration of Necessity. In the event any such negotiation is concluded unsuccessfully within a reasonable period of time, as determined by JEA, JEA declares the necessity for acquiring through condemnation by right of eminent domain utility easement rights in the lands described in Exhibit "A". The purpose of the utility easement rights is to construct, operate and maintain overhead electric lines and related facilities and to accommodate future expansion and reliability of the electric system.

Section 3. Acquisition of Utility Easements. JEA shall acquire by eminent domain utility easement rights in the lands described in the attached Exhibit "A" for the public purposes stated herein.

Section 4. Institution of Legal Proceedings. The Office of General Counsel is authorized and empowered to institute at the direction of the Managing Director and on behalf of JEA the appropriate legal proceedings to acquire by condemnation utility easement rights in the lands described in the attached Exhibit "A".

Section 5. Waiver. Any conflicting provisions of the Real Estate Procurement Directives are hereby waived.

Section 6. Correction of Errors. To the extent that there are administrative, typographical, and/or scrivener's errors contained herein that do not substantively change the tone, tenor or effect of this Resolution, then such errors may be revised and corrected by the Managing Direct, or authorized designee, with no further action required by the Board.

Section 7. Effective Date. This Resolution shall be effective upon its adoption by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

INTER-OFFICE MEMORANDUM
September 20, 2022

SUBJECT:	**REAL ESTATE EASEMENT CONDEMNATION RESOLUTION: CIRCUIT 663 - PHASE 2: PARCELS 801, 804, 809 AND 825**
FROM:	Jay Stowe, Managing Director / CEO
TO:	JEA Board of Directors

BACKGROUND:
In support of JEA's electric system in southwestern Duval County, Real Estate Services has been acquiring easements for the construction of a new 69kv Electric Transmission Circuit. Circuit 663 is critical for the continued reliability and economic growth of JEA's Electric System and is scheduled to begin construction September 2022.

DISCUSSION:
Real Estate Services has been negotiating with the property owners since October 2021 but has not yet reached an agreement to purchase the subject easements for the project.

Condemnation Authority is being sought at this time for the subject easements to ensure that any delays in negotiations or acquisitions do not jeopardize the project schedule. Utility easement rights will be acquired to accommodate the planned electric project. The Office of General Counsel has been involved throughout the process and recommends that the Board approve this action at this time.

FINANCIAL IMPACT:
Through Eminent Domain, the condemning authority is responsible for all fees and expenses per the Florida Statutes.

RECOMMENDATION:
Staff recommends that the Board approve Resolution 2022-21 for Condemnation to be filed with the Court in order to obtain easements to the property, for the purposes referenced above, should negotiations prove unsuccessful.

Further, that the Board approve pre-suit mediation as allowed by Chapter 73.015(3), Florida Statutes, and delegate mediation settlement authority to the Managing Director/CEO or his designee.

Lastly, staff recommends that the Board approve continuing negotiations with the property owner until and after any Order of Taking in order to expedite the process, control costs and provide a fair settlement between parties.

Jay Stowe, Managing Director/CEO

JCS/LMD/MAC/BLT
Attachments: Location Map / Ownership Interests / JEA Resolution for Condemnation

Ownership Interest:

Parcel 801: Ismaul G. & Gwennetta W. Lamar

Parcel 804: Dana Mishel Avila Gomez

Parcel 809: SFR Investments V Borrower 1 LLC, a Delaware limited liability company
Brian Buffington, Member
Travis Chester, Member

Parcel 825: AL Century LLC, a Florida limited liability company
Baligh Altheeb, Managing Member

MAP SHOWING

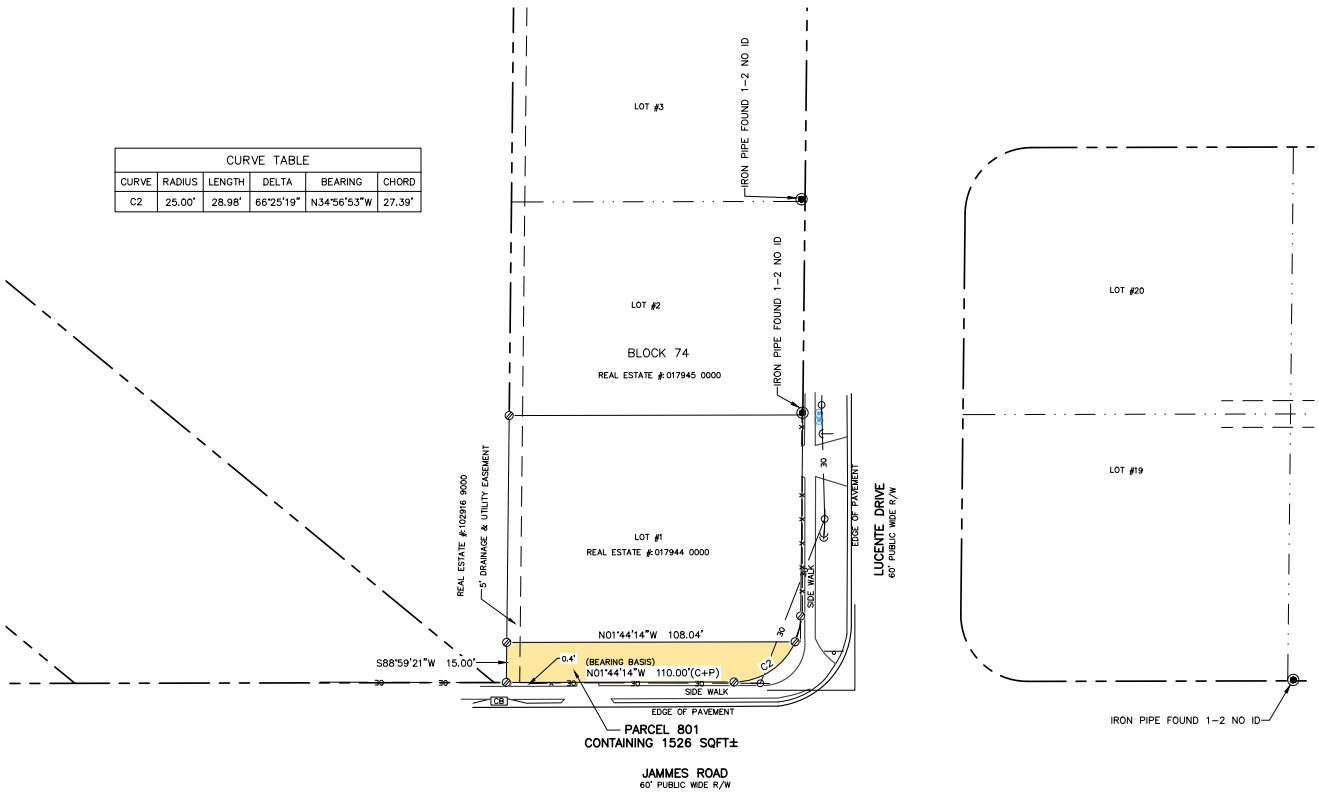
BOUNDARY SURVEY

OF

PARCEL 801

THE EAST 15 FEET OF LOT 1, BLOCK 74 AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C2	25.00'	28.98'	66°25'19"	N34°56'53"W	27.39'



0 30' 60'

GRAPHIC SCALE

LEGEND

(D)	STORM MANHOLE	←	GUY WIRE ANCHOR
	POLE WOOD	(W)	WATER VALVE
	TREE SIZE AND TYPE AS NOTED		ELECTRIC VAULT
CB	CATCH BASIN		IRON PIPE FOUND
	BOLLARD CONCRETE		MAG NAIL SET
(W)	WATER METER		OTHER SURVEY MONUMENT FOUND
	LIGHT POLE		CONCRETE MONUMENT FOUND
	SIGN		MAG NAIL FOUND
(F)	FIBER OPTIC VAULT	P.G.	PAGE
(W)	WATER VAULT	R/W	RIGHT OF WAY
	HYDRANT	INV.	INVERT
(SM)	SANITARY MANHOLE	(M)	MEASURED
	SANITARY CLEANOUT	(R)	RECORDED
	TRAFFIC SIGNAL PB	(C)	CALCULATED
(W)	WATER METER	[xx.x']	PERPENDICULAR DIMENSIONS
	SET REBAR	SQFT	SQUARE FEET

GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFOR THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
2. UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
3. A BEARING OF N01°44'14"W WAS ASSUMED ON THE WESTERLY RIGHT OF WAY LINE OF JAMMES ROAD BASED ON NSRS 2011 FLORIDA STATE PLANE, EAST ZONE, US FOOT WAS USED.
4. PROPERTY HEREON LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12031C0363J, DATED NOVEMBER 2, 2018.

DONALD M. JOHNSON JR.
SAM LLC LICENSE BUISNESS NO. 7908
FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5613

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SAM™
10250 Normandy Blvd
Jacksonville, FL 32221
Ofc: 904.619.6630
email: info@sam.biz

PROJECT:	1022071561
JOB NUMBER:	1022071561
DATE:	6/8/2022
SCALE:	1"=30'
SURVEYOR:	DMJ
TECHNICIAN:	TJM
DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

2240 JAMMES ROAD

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

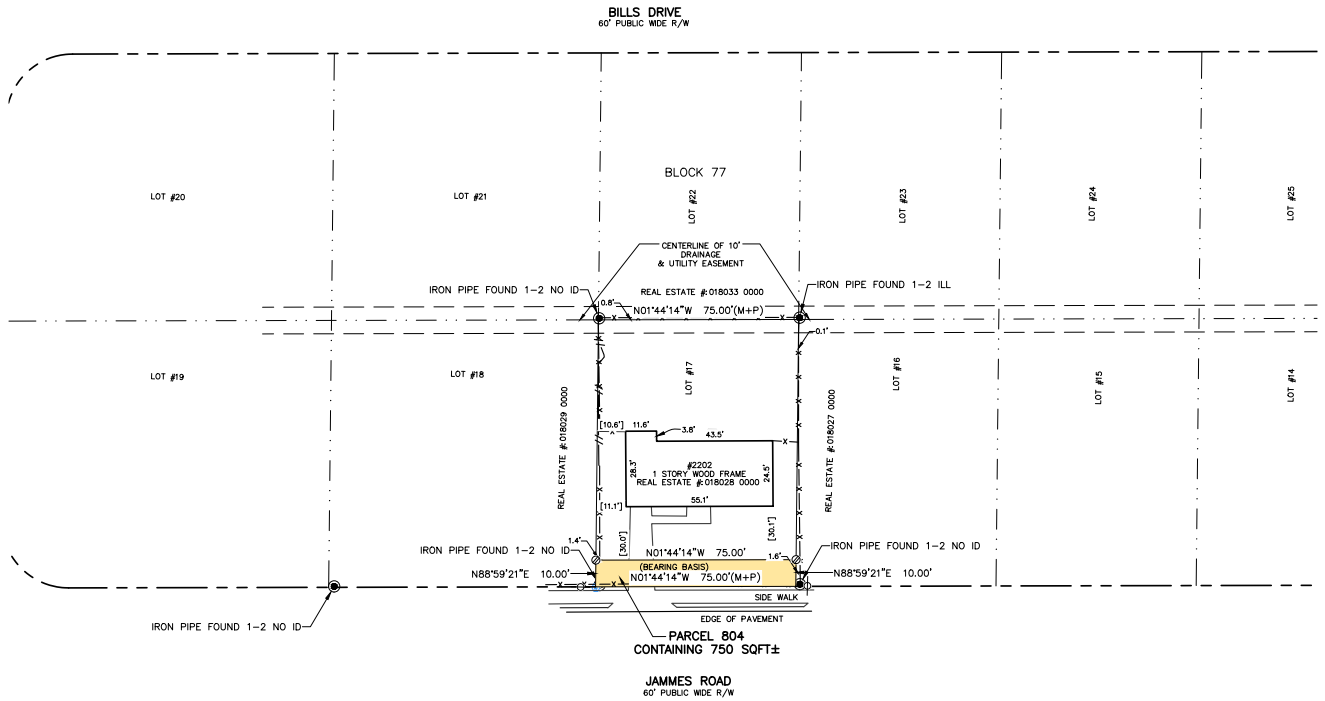
MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 804

THE EAST 10 FEET OF LOT 17, BLOCK 77, AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



LEGEND

(D)	STORM MANHOLE	←	GUY WIRE ANCHOR
	POLE WOOD	(W)	WATER VALVE
	TREE SIZE AND TYPE AS NOTED	(E)	ELECTRIC VAULT
CB	CATCH BASIN		IRON PIPE FOUND
	BOLLARD CONCRETE		MAG NAIL SET
(W)	WATER METER		OTHER SURVEY MONUMENT FOUND
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(F)	FIBER OPTIC VAULT	P.G.	PAGE
(W)	WATER VAULT	R/W	RIGHT OF WAY
	HYDRANT	INV.	INVERT
(SM)	SANITARY MANHOLE	(M)	MEASURED
	SANITARY CLEANOUT	(R)	RECORDED
	TRAFFIC SIGNAL PB	(C)	CALCULATED
(W)	WATER METER	[xx.x']	PERPENDICULAR DIMENSIONS
	SET REBAR	SQFT	SQUARE FEET

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4. PROPERTY HEREON LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12031C0363J, DATED NOVEMBER 2, 2018.

0 30' 60'

GRAPHIC SCALE

DONALD M. JOHNSON JR.
SAM LLC LICENSE BUISNESS NO. 7908
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Jacksonville, FL 32221
Ofc: 904.619.6630
email: info@sam.biz

PROJECT:	1022071561
JOB NUMBER:	1022071561
DATE:	6/8/2022
SCALE:	1"=30'
SURVEYOR:	DMJ
TECHNICIAN:	TJM
DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

2202 JAMMES ROAD

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

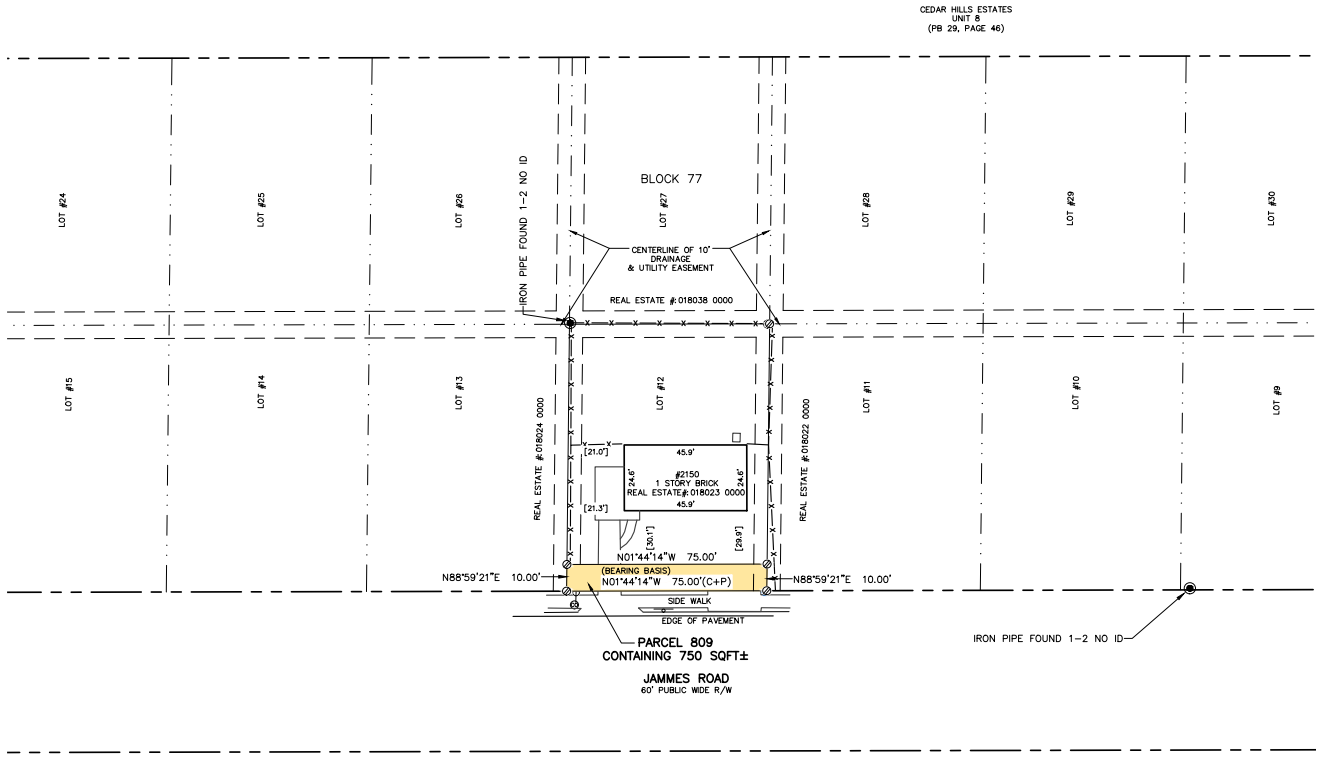
MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 809

THE EAST 10 FEET OF LOT 12, BLOCK 77, AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



LEGEND

(D)	STORM MANHOLE		GUY WIRE ANCHOR
	POLE WOOD	(W)	WATER VALVE
	TREE SIZE AND TYPE AS NOTED	(E)	ELECTRIC VAULT
CB	CATCH BASIN		IRON PIPE FOUND
	BOLLARD CONCRETE		MAG NAIL SET
(W)	WATER METER		OTHER SURVEY MONUMENT FOUND
	LIGHT POLE		CONCRETE MONUMENT FOUND
	SIGN		MAG NAIL FOUND
(F)	FIBER OPTIC VAULT	P.G.	PAGE
(W)	WATER VAULT	R/W	RIGHT OF WAY
	HYDRANT	INV.	INVERT
(SM)	SANITARY MANHOLE	(M)	MEASURED
(S)	SANITARY CLEANOUT	(R)	RECORDED
	TRAFFIC SIGNAL PB	(C)	CALCULATED
(W)	WATER METER	[xx.x']	PERPENDICULAR DIMENSIONS
	SET REBAR	SQFT	SQUARE FEET

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PARTYCHIEF:	JD
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2150 JAMMES ROAD

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

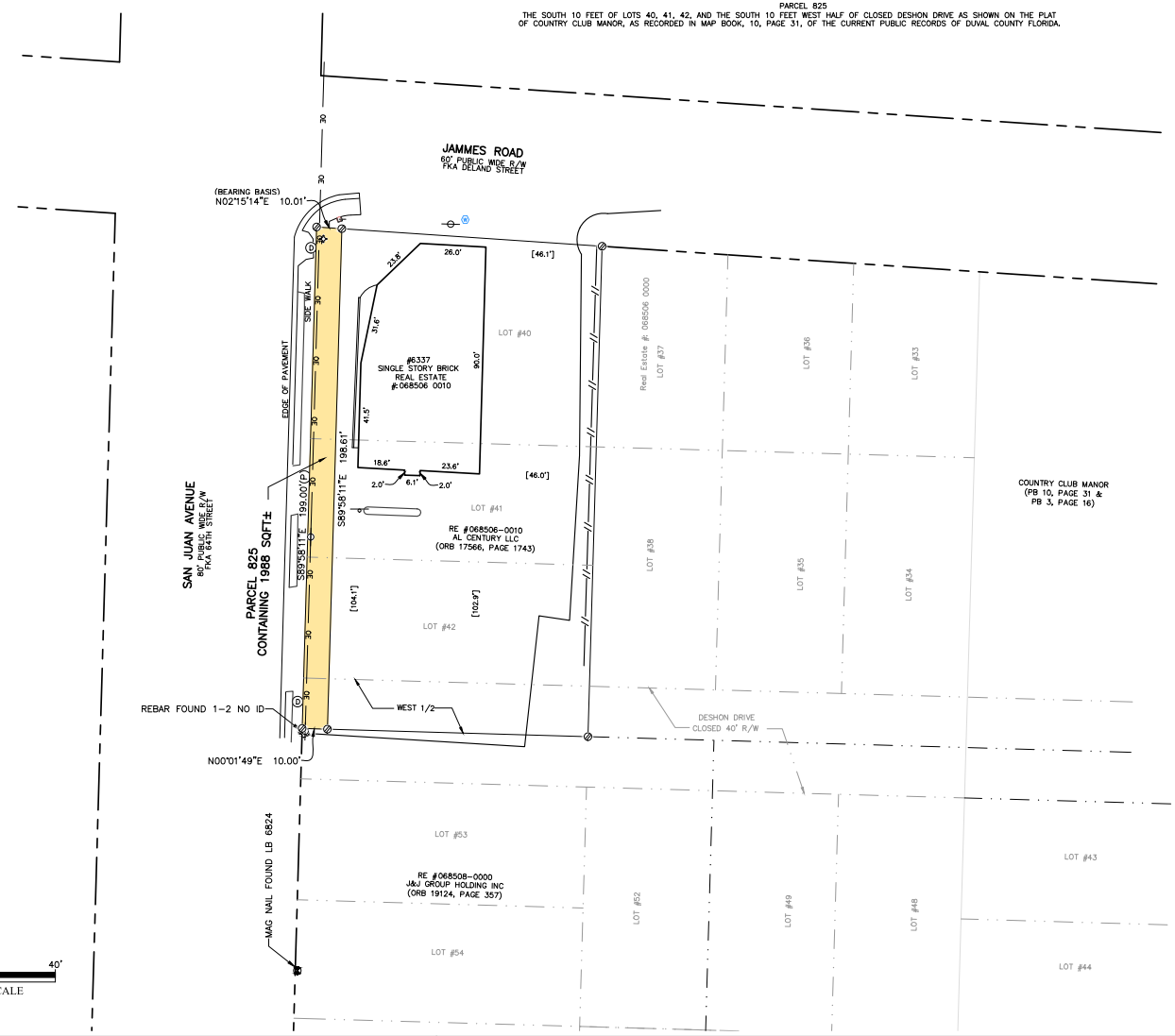
MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 825

THE SOUTH 10 FEET OF LOTS 40, 41, 42, AND THE SOUTH 10 FEET WEST HALF OF CLOSED DESHON DRIVE AS SHOWN ON THE PLAT OF COUNTRY CLUB MANOR, AS RECORDED IN MAP BOOK, 10, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



LEGEND

STORM MANHOLE	GUY WIRE ANCHOR
POLE WOOD	WATER VALVE
TREE SIZE AND TYPE AS NOTED	ELECTRIC VAULT
CATCH BASIN	IRON PIPE FOUND
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SET REBAR	SQFT SQUARE FEET

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FIELDBOOKS:	54

6377 SAN JUAN AVE

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

BOARD RESOLUTION: 2022-23
September 20, 2022

A RESOLUTION OF THE JEA BOARD OF DIRECTORS APPROVING THE JEA ENERGY MARKET RISK MANAGEMENT POLICY IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO; DIRECTING THE BOARD SERVICES MANAGER TO POST THE AMENDED POLICIES ON JEA'S WEBSITE IN A CONSPICUOUS MANNER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Article 21, Section 21.03, City of Jacksonville Charter, referred to within this resolution as "JEA Charter", "[t]he governing body of JEA shall adopt governing documents, including, but not limited to bylaws, a board policy manual, and such other rules and regulations not inconsistent with this Article, the charter or general law"; and

WHEREAS, in accordance with the JEA Charter, "the governing body of JEA shall annually review and update its governing documents"; and

WHEREAS, the JEA Energy Market Risk Management Policy was reviewed by the Finance and Audit Committee on March 12, 2021 and approved by the Board of Directors on March 23, 2021; and

WHEREAS, the JEA Delegation of Authority and Responsibility Policy was last reviewed and approved by the Board of Directors on June 22, 2021; and

WHEREAS, in accordance with the JEA Charter, "JEA's bylaws, board policy manual, and other governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view"; and

WHEREAS, it is in the best interests of JEA to adopt the amended policies in substantially the same form as attached hereto.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated into the body of this Resolution and are adopted as findings of fact.

2. The Board adopts the amended JEA Energy Market Risk Management Policy in substantially the same for as attached hereto.

3. The Board Services Manager is directed to post the amended Delegation of Authority and Responsibility Policy and Energy Market Risk Management Policy on JEA's website in a conspicuous manner.

4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained here in that do not change the tone, tenor, or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

5. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA

Energy Market Risk Management Policy

Approved by the Board of Directors

3/18/2014

Revision Approved by the Board of Directors
9/20/2022



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Policy Introduction

During the course of business, JEA is exposed to volatility in electric energy and fuel prices, uncertainty in load and resource availability, the creditworthiness of its counterparties, and the risks associated with transacting in wholesale energy markets. To manage these risks and others in the wholesale energy markets, JEA has developed an Energy Market Risk Management ("EMRM") Policy (the "Policy").

Objectives of the Policy
The objectives of the Policy are the following:

1. Identify and discuss categories of risks inherent in operating in wholesale energy markets;
2. Establish the governance structure for EMRM activity;
3. Delineate the roles and oversight responsibilities of the groups and individuals responsible for implementing an EMRM program;
4. State required business practices;
5. Set exposure limits based on instrument structure, strategy goals, quantity, time horizon, underlying commodity value, and other considerations;
6. Define Credit Policy;
7. Set forth the monitoring and reporting requirements for the EMRM Program;
8. Define the products that may be used to manage the exposures.

Scope of the Policy
This Policy identifies risks inherent in operating in wholesale energy markets. Specifically, the Policy addresses Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk, Collateralization Risk, Regulatory Risk, and Operative Risk arising from JEA's generating assets, load obligations, wholesale energy contracts, fuel supply contracts, and Financial and Physical Transactions. With respect to Financial and Physical Transactions, the Policy covers the Credit Risk associated with execution, as well as the recording, monitoring, and risk reporting associated with these transactions.

Policy Establishment, Authority, Approval and Revision
JEA's Board of Directors must approve this Policy, as well as any future changes to the Policy. Board approval shall not be required to amend, supplement or update the Policy appendices. On an annual basis, the Chief Financial Officer (CFO), Chief Administrative (CAO) and Chief Operating Officer (COO) will review this Policy and determine if it should be amended, supplemented or updated to account for business developments or for other appropriate business reasons.

Additional policies and procedures that may be developed to fully implement this Policy do not require Board approval provided that such policies and procedures do not conflict with this Policy. In the event that any policies or procedures conflict with this Policy, this Policy shall prevail.

Discussion of Risks

JEA is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for JEA. Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk,

Collateralization Risk, Operative Risk and Regulatory Risk are among the most critical and identifiable of the risks relevant to JEA, as they pertain to the scope of this Policy.

Market Risk
Market Risk is the exposure JEA faces due to changes in the value of market variables. Specifically Market Risk includes:

Price Risk
Price Risk is the exposure JEA faces as a result of changes in the market price for power, fuel, emissions allowances, and renewable energy credits/green tag allowances. Price Risk is typically the largest source of exposure and is managed by implementing a comprehensive EMRM Program that includes risk identification and measurement, strategy development and execution, and risk monitoring and reporting.

Basis Risk
Basis Risk is the exposure JEA faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item. Basis risk is managed by ensuring there is a reasonable degree of correlation between the hedging product/instrument and the underlying asset/item being hedged. Basis Risk can result from difference in price changes due to differences in:

- Location – An example is using the NYMEX natural gas Futures contract which is priced at the Henry Hub to hedge an underlying exposure on the FGT pipeline;
- Products – An example is using the NYMEX WTI crude oil Futures contract to hedge an underlying exposure arising from the need to purchase fuel oil;
- Timing – An example is using the January NYMEX natural gas Future contract to hedge exposures to daily intra-month natural gas price swings in December.

Liquidity Risk
Liquidity Risk is the exposure caused by lack of marketability of a financial instrument or physical product at the prices consistent with recent sales. Liquidity Risk may be a problem because a given position may be very large relative to typical trading volumes or because market conditions are unsettled. Liquidity Risk can be identified by a wide bid-ask spread and large price movements in response to any attempt to buy or sell. Liquidity Risk is managed by ensuring there is a reasonable degree of liquidity in the hedging product/instrument, by monitoring the concentration of exposure in product/instruments at locations that are illiquid, and by adjusting the process used in risk measurement and strategy analysis to incorporate the illiquidity.

Counterparty Risk
Counterparty Risk is the risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations. This risk can be realized through a physical or financial nonperformance by a counterparty. Although JEA is exposed to Counterparty Risk from a number of sources, for purposes of this Policy, Counterparty Risk will be restricted to the management of Counterparty Risk associated with Transactions in the wholesale fuel and energy markets. Counterparty Risk will be managed by the limits and control set forth in this Policy.

Volumetric Risk
Volumetric Risk is the exposure JEA faces due to deviation from expected levels in the amount of energy delivered or generated. It includes deviations in load (which could be caused by economic conditions, weather, etc.) as well as deviations caused by Operations Risk. Volumetric Risk is managed by identifying the impact it could have on JEA's financial and operating performance and developing strategies to manage the risk if warranted.

Budget Risk
Budget Risk is the risk associated with not collecting a budgeted variable fuel rate that is sufficient to cover JEA's fuel and purchase power costs of operation. This risk can be managed by monitoring the market uncertainty and the impact to the JEA portfolio. JEA manages this risk through the limit structure in this Policy and by employing a variable monthly fuel rate mechanism in customer's electric bills.

Collateralization Risk
Collateralization Risk is the exposure JEA faces from the potential mismatch that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral. For example, if JEA were to hedge its need to purchase natural gas two years out by purchasing NYMEX natural gas Futures and the price of natural gas were to drop substantially before the gas was consumed, JEA would need to post additional collateral with its Futures Clearing Merchant prior to receiving revenue from the sale of the power generated at its natural gas-fired facilities.

Operative Risk
Operative Risk is the exposure JEA faces due to daily activities at the organization. Specifically, Operative Risk includes:

Operations Risk
Operations Risk is the exposure JEA faces due to failure of its assets to perform as expected. This risk includes exposure caused by unplanned outages, inaccurate load forecasts, delays in construction, failure of transmission or transportation systems, etc. Operations Risk is managed by proper maintenance and construction programs and proper operational planning. It is also managed by quantifying the risk impact on JEA's financial and operating condition and if warranted, taking steps to manage the risk.

Implementation Risk
Implementation Risk is the exposure that JEA faces from failed or inadequate management of processes, people, and systems related to its EMRM Program. Implementation Risk is managed by developing and enforcing policies and procedures, addressing transaction execution and processing, and by maintaining a segregation of responsibilities between transaction authorization/execution, risk monitoring, and reporting.

Regulatory Risk
Regulatory Risk is the risk associated with changes in federal, state, local, or market policy. With the Dodd-Frank Wall Street Reform Act and other applicable laws and regulations, JEA has the potential to transact products regulated by the Commodity Futures Trading Commission (CFTC) or other regulatory bodies within and outside of the United States. To ensure compliance with applicable regulators and regulations, JEA:

- Requires all employees participating in activities within the scope of this document to participate in annual compliance training, and
- Actively monitors regulatory bodies for regulations applicable to JEA.

Oversight Responsibilities and Organization Structure

Organizational Structure and Reporting Relationships
The JEA Board has delegated the responsibility to the Managing Director/Chief Executive Officer (MD/CEO) to develop and implement JEA's EMRM Program. The Board's responsibilities with respect to JEA's EMRM Program include:

- Reviewing and approving this Policy and all revisions to this Policy.
- Understanding JEA's major financial energy market risk exposures.
- Delegating the oversight and maintenance of the Policy to JEA's Fuel and Purchase Power Committee (FPPC).
- Approving all Transactions outside of FPPC authorization limits.

FPPC

The FPPC is responsible for risk oversight for all energy market risk management activities for JEA. Additionally, the FPPC is responsible for ensuring all energy market risk management activities are in accordance with this Policy.

The MD/CEO shall appoint the core members of the FPPC. The list of core members shall include the Chief Administrative Officer who is responsible for ensuring compliance with this Policy. The complete list of the core FPPC members is set forth in Appendix B. The FPPC shall meet monthly and additionally as needed to review the performance and appropriateness of the energy market risk management activities given the current and anticipated future market and business environment. Decisions of the FPPC will be made by consensus and will be retained by Fuels Management Services (FMS) consistent with JEA Records Management Policies. Hedge recommendations and resulting Transactions will be documented in presentation materials and posted on the FMS web page on JEA's SharePoint site. Any materials used in the analysis or decision to enter into a swap including confirmation documents will be retained for a period of five years beyond the final termination date of each transaction.

The responsibilities of the FPPC relative to energy market risk management shall include:

- Keeping abreast of industry, market, and legislative developments that affect JEA's risk exposure.
- Monitoring energy market risk exposures on an aggregate level.
- Developing and approving all major strategies employed by JEA to manage energy market risk.
- Approving all specific energy market financial and physical activities to meet JEA's strategies.
- Approving the policies and procedures needed to implement this Policy, including amendments and updates to the appendices.
- Reviewing all exceptions to the Policy and exceedances of market and credit limits that are monitored by TEA.
- Designating the positions within JEA for whom this Policy applies and ensuring these individuals are aware of and understand their responsibilities for compliance with this Policy.
- Authorizing individuals in specific positions to commit JEA to energy market Transactions and ensuring that such individuals are appropriately trained. A list of positions within JEA authorized by the FPPC is contained in Appendix C and a list of individuals requiring training is maintained by FMS.
- Approving any changes to the list of approved energy market risk management products contained in Appendix D.
- Approving any changes to the approved Term, Maturity, and Notional Dollar Amounts in Appendix F below the level of MD/CEO. The Notional Dollar Amount for the MD/CEO is approved by the JEA Board. These Terms, Maturity, and Notional Dollar Amounts should be consistent with the Procurement Code Exemptions.
- Approving methodologies, models, metrics and assumptions for valuation and risk measurement for energy market risk.

- Reviewing the performance of the Qualified Independent Representative (QIR) annually over the preceding 12-months and arriving at a recommendation to either continue using the current QIR or select a replacement. Current JEA QIR selection is provided in Appendix E.
- Ensuring documentation of Transactions is maintained.
- Reviewing Transactions and risk reports furnished by TEA.

Business Practices

Business Practices are set forth to help manage the Implementation Risk and are required for an effective EMRM Program. JEA has adopted the following business practices:

Standards of Conduct and Compliance
No employee of JEA shall use non-public information to the benefit of his or her own account.

Subject to existing and future laws and regulations and to the extent possible, employees shall refrain from disclosing pricing terms of Transactions with third parties.

JEA employees shall follow:

- JEA's Code of Ethics as set forth in JEA Ethical Business Conduct Guidelines.
- FERC Standards of Conduct.
- Any compliance documents that may be developed under the EMRM Program.

Training
It is the responsibility of the FPPC to ensure employees that are able to commit JEA to energy market risk management strategies and execute Transactions have received adequate training and understand the implications of their commitments.

Trading Practices
All Transactions authorized or entered into by an employee of JEA must be entered into with the intent to manage risk and not with the intent to inflate volumes, revenues, or otherwise present a distorted representation of JEA's financial position.

No JEA employee or representative shall execute or authorize the execution of any Transaction if the purpose of the Transaction is to generate income by anticipating market movements. If any questions arise as to whether a particular Transaction constitutes speculation, the FPPC shall review the Transaction(s) to determine whether the Transaction(s) would constitute speculation.

After FPPC authorization, all Transactions will be executed in a timely and judicious manner with considerations for current market conditions.

All physical Transactions executed by JEA shall follow the MD/CEO approved Procurement Code Exemptions.

JEA's relationship with TEA is governed by the Operating Agreement and any policies referenced in the Operating Agreement. JEA personnel authorizing or directing TEA to enter into Tansactions will understand the relevant provisions of these documents. After directing a representative of TEA to execute a financial transaction on behalf of JEA, a representative of JEA will participate in the execution of the financial transaction with the TEA representative and the JEA counterparty to actively monitor each financial transaction. Each employee or

representative of JEA shall consent to recording by the JEA counterparty. If JEA incurs any swap reporting obligations, then JEA will report the swap to the appropriate swap data repository.

Individual Authorities
Only employees in positions approved by the FPPC as listed in Appendix C can commit JEA to energy market Transactions. Approved employees can only authorize TEA to execute Transactions for products for which they have approval and within the limits set forth in Appendix F of this EMRM Policy.

Transaction Methods
All Transactions must be confirmed over a recorded phone line, recorded via an instant messaging program, documented through email, or documented through a signed confirmation from both parties that meets state record retention statutes. All physical Transactions are executed under JEA's Procurement Code Exemptions.

Authorized Products
All Transactions must be for products on the Authorized Product List which is included in Appendix D. The FPPC will be responsible for authorizing all products and commodity types to be executed under a Master Agreement, Participation Agreement or some other non-industry standard Agreement. JEA will work to ensure risks associated with transacting the product are understood and communicated and to make recommendations to the FPPC for approving products.

- New products will be recommended and must first be approved by the FPPC before trade execution.
- There will be a justification for the new product stating the business rationale and value to JEA.
- An identification of potential risks associated with the product and the risks the product creates.
- The FPPC will review new product justification and approve the product and quantitative and/or qualitative limits for use of the product if deemed desirable.

Authorized Counterparties
All Transactions must be executed under a Master Agreement, Participation Agreement or some other industry standard Agreement with an approved counterparty. The Treasurer will maintain all signed agreements with all counterparties approved for financial transactions. In addition, Transactions executed by JEA for physical solid and liquid fuel supply needs, the potential supplier is required to have been accepted by Fuel Management Services on JEA's Responsible Bidders List.

Confirmations of Executed Transactions
Written confirmations will be required from counterparties, as defined in the agreement governing the Transaction between JEA and the counterparty, for all EMRM Transactions. Prior to receipt of written confirmations, all verbal commitments shall be memorialized as to instrument structure, quantity, time horizon, price and any other relevant terms; such internal documentation shall be time stamped and correlated to the ultimate written confirmation to or from the counterparty. Email use is permitted for all written confirmations.

Trade Recordkeeping (for both financial and physical transactions)
A paper or electronic trade ticket will be filled out for every trade executed. A trade ticket will contain, if applicable, the following information:

- Date of transaction;
- Counterparty;
- Transaction capacity (e.g., MW/hour or mmBtu/day) or volume;
- Buy or sell;
- Transaction price;
- Delivery point;
- For options, option type, strike and execution instructions;
- For financial swaps, the reference index;
- Starting/Ending delivery date and hour or schedule;
- Product type;
- Any other date, hour and/or capacity data needed to define a shaped product;
- Broker or electronic trading site and fee, if applicable;
- Type of transaction: swap, futures, options, etc.;
- The reporting counterparty when the trade is a swap and there is not a prearranged reporting relationship;
- Whether any swap qualifies for the trade option exemption or exception to clearing for end user.

Qualified Independent Representative (QIR)

a) JEA will enter into a contract with a firm or firms that will have the qualifications to act as a qualified independent representative to JEA in accordance with the requirements of Commodity Futures Trading Commission ("CFTC") Regulation §23.450 and its related safe harbor and in such contract such firm or firms will make representations and provide agreements to satisfy the requirements and safe harbors of CFTC Regulation in a manner satisfactory to JEA.

b) JEA shall utilize the services of such qualified independent representative when (i) entering into a new Swap transaction, (ii) modifying, terminating (in whole or in part), transferring or novating an existing Swap transaction, or (iii) discussing the possibility of the transactions in (i) and/or (ii) with a counterparty. JEA is not to rely on Swap Recommendations (if any) provided by a Swap Dealer.

c) JEA shall monitor the continued performance of each qualified independent representative.

Exposures and Limits

A risk limit structure is essential for ensuring that JEA manages its risk exposure within tolerances approved by the Board. The limit structure put forth in this document sets the exposures that JEA is willing to take when entering into Transactions covered under the Policy. JEA will manage its exposures by using locational and volume limits.

Volume Limits

The net volume of hedge transactions may not exceed the expected volume of the hedged commodity at the time hedges are executed.

Locational Limits
Electric transmission and fuels transportation Transactions must support the requirement of one of JEA's generation units, native load or transaction locations.

Swap Threshold Limits
JEA manages its swap exposure within the limit structures set forth by the CFTC. If the swap exposure reaches 75% of the swap exposure limit, TEA will contact the CFO who will notify the FPPC.

Exceedance of Limits
In the event a limit is exceeded, unless specified elsewhere in this Policy, FPPC will be notified as soon as possible by TEA. The CFO will report all exceptions to the Board quarterly.

Credit Policy

It is the intent of the Credit Policy to identify, measure, manage, monitor and report on the Credit Risk associated with Transactions that subject JEA to financial exposure from the contractual default of a counterparty.

JEA with TEA input determines the credit quality of counterparties based upon various credit evaluation factors, including collateral requirements under certain circumstances.

In order to manage credit risk, JEA has established the following policies:

- Commodity Transactions will be entered into only with approved counterparties, approved by the CFO, that have sufficient unutilized credit to support the transaction.
- JEA counterparties will be reassessed at least annually or in the event of a material credit event for the counterparty.
- The status of credit risk will be tracked by counterparty at the agreement level and the information made available to the FPPC on a monthly basis for risk oversight and more frequently when there is a material credit event for the contracted counterparty, the counterparty credit limit for an individual credit limit for a counterparty is exceeded or a material market event that causes credit exposure to increase significantly.

Measuring Credit Risk
Credit Risk measurement defines the process that will be used to determine credit exposure. In general, credit exposure is comprised of three components:

- The billed receivable and payable balance.
- The delivered and not yet billed receivable and payable balance.
- The value of the position against the market, i.e. the mark-to-market exposure.

Mark-to-market is used to measure JEA's risk exposure to counterparty default on a Transaction by determining the current market value of the Transaction. JEA accounts for the value of each Transaction by using counterparty mark-to-market position reports. Additionally, TEA and JEA calculate mark-to-market potions reports for comparison using NYMEX settle prices as a basis.

A credit report will be produced and made available for review on a daily basis by TEA. This credit report provides detail at an agreement level by counterparty. The FPPC will monitor overall credit risk and any credit exceptions at least monthly.

Until and unless a master netting and setoff agreement is in place with a counterparty, separate credit exposures for each counterparty will be calculated for each Master Agreement and will not be added together to derive the total credit exposures. Negative exposures under one Master Agreement will not offset a positive exposure under another Master Agreement.

Analysis and Extension of Credit Limits
The creditworthiness of a counterparty will be determined by both qualitative and quantitative factors. Factors shall include, but are not limited to:

- A company's debt credit ratings provided by the rating agencies.
- Financial data such as an analysis of the liquidity, leverage, profitability, and size.
- Subjective factors such as company's fuel diversity, overall size, energy market risk management policy and internal controls, geographic diversity, and market intelligence.

A credit limit is the amount of unsecured credit granted to a counterparty. Unsecured credit exposure includes amounts owed by the counterparty, whether billed or not, and the mark to market differences in value of any collateral which the counterparty has provided JEA. Any net exposure above the collateral threshold, if any, will require the posting of collateral by a counterparty. Current unsecured counterparty credit limits are maintained by the Treasurer.

JEA's maximum counterparty credit limit for energy Transactions is $100,000,000 and applies to Transactions with maturity greater than one year.

Credit Exceptions
All personnel executing Transactions are constrained by these credit limits. If trading activity exceeds a counterparty's credit limit, trading that increases exposure will be suspended until the FPPC can review and make a determination regarding the counterparty.

All credit exceptions will be documented and reported to the FPPC and the Board as Policy Exceptions.

Reporting

The following reports will be developed by TEA and made available to FPPC at the frequency listed below, and more frequently when there is a material credit event for the contracted counterparty; when the credit limit for an individual counterparty is exceeded; or when a material market event occurs that causes credit exposure to increase significantly. These reports can be found on TEA's portal.

- Transaction Activity – This report shows all transactions executed for a trade day; made available daily.
- Mark-to-market – This report shows all positions with volumes in the future against the current market value; made available daily.
- Policy Exceptions – This report details any exceptions to the Policy; made available daily.
- Counterparty Credit Exposure Report – This report shows exposures resulting from the transactions covered under this Policy and includes counterparty credit ratings; available daily.
- Risk Metric/Transaction Compliance Report – This report shows all exposures against Policy limits set forth in the Policy; made available daily.

- Swap Exposure Report – This report measures JEA energy swap exposures against the CFTC threshold limits for Swap Dealer Registration; made available daily.

The following report will be created and updated by FMS and provided quarterly:

- Finance and Operations Committee Report – The Vice President, Electric Systems will report JEA's financial and physical fuel and power transactions on a quarterly basis. This report will include physical transactions greater than one year and all financial transactions.

Policy Acknowledgement and Distribution

Policy Acknowledgement
All JEA employees participating in activities or Transactions covered by this Policy shall acknowledge at the end of the annual training module or sign, on an annual basis or upon any revision to this Policy, a statement approved by the FPPC that they

i. have read this Policy and any other applicable policies, processes, or procedures approved by JEA,
ii. understand this Policy and the related policies, processes, and procedures, and
iii. have and will continue to comply with this Policy and the related policies, processes, and procedures.
iv. taken the annual training.

The training module acknowledgement and/or a signed statement by all affected JEA employees will be maintained by the CAO.

Policy Distribution
JEA's EMRM Policy may be distributed outside JEA with the consent of the MD/CEO or CFO provided that such persons or entities receiving this Policy agree to keep this Policy confidential and not disclose it to other parties.

Designated Counsel
Questions about the interpretation of any matters relating to this Policy should be referred to the CFO or CAO. The CFO and/or or the CAO will provide clarification and explanation on any updates to this Policy.

All Legal matters stemming from this Policy will be referred to JEA's legal counsel.

Appendices

A. Definitions

Basis Risk – The exposure an organization faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item.

Bilateral Transaction - Any physical or financial transaction between two counterparties, neither of whom is an Exchange or market entity (e.g. MISO).

Budget Risk – The risk associated with not hitting or falling outside a tolerance band of an organization's budget.

Capacity – The real power output rating of a generator or system, typically in megawatts, measured on an instantaneous basis.

Commodity - A basic good used in commerce that is interchangeable with other commodities of the same type. Commodities are most often used as inputs in the production of other goods or services. The quality of a given commodity may differ slightly, but it is essentially uniform across producers. When they are traded on an exchange, commodities must also meet specified minimum standards, also known as a basis grade.

Collateralization Risk – The exposure an organization faces from the potential mismatching in timing that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral.

Counterparty Risk – The risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations.

Credit Risk - The financial exposure JEA faces from a counterparty's refusal or inability to perform its contractual obligations.

FGT Pipeline – Florida Gas Transmission Pipeline

Financial Product – Any Future, Swap or Options contract, or any combination thereof, with any approved physical or Financial Product as the underlying commodity or instrument, which customarily settles financially and in which the primary intent is to settle the transaction financially.

Financial Transaction – Any contract with a Financial Product as the underlying instrument.

Future - A standardized contract which is traded on an organized exchange for delivery in the future of a specified underlying asset.

Hedging Transaction - A transaction designed to reduce the exposure of a specific outstanding position or portfolio; "fully hedged" equates to complete elimination of the targeted risk and "partially hedged" implies a risk reduction of less than 100%.

Implementation Risk – The exposure that an organization faces from failed or inadequate management of processes, people, and systems related to its EMRM Program.

Liquidity Risk - The exposure caused by lack of marketability of a financial instrument or physical product at the prices in line with recent sales.

Major Swap Participant – A swap market participant that maintains substantial positions in swaps such that the level of swap activity creates substantial counterparty exposure. The term

"Major Swap Participant" is further defined in 7 U.S.C. 1a(33) and further interpreted in 17 C.F.R. 1.3(hhh).

Mark-to-Market – A measure of the current value of unrealized positions.

Market Risk – The exposure an organization faces due to changes in the value of market variables.

Master Agreement - An agreement reached between two parties that outlines agreed to terms and conditions that will govern transactions made pursuant to it. The document includes but is not limited to billing, deal confirmation, credit and collateral terms. Examples of types of Master Agreements include EEI, ISDA, GISB, Power, NAESB and WSPP.

Maturity - The time between the date on which a transaction is executed to the last date that power or gas will flow (in the case of physical transactions) or be settled financially (in the case of financial transactions).

NYMEX – Abbreviation for the New York Mercantile Exchange which is an exchange platform for commodity futures**.**

NYMEX Natural Gas – A natural gas futures traded on the NYMEX Exchange**.**

NYMEX WTI – Abbreviation for West Texas Intermediate, a light, sweet crude oil futures traded on the NYMEX Exchange**.**

Operating Agreement – The agreement between JEA and TEA that defines the relationship between the two entities**.**

Operations Risk – The exposure an organization faces due to failure of its assets to perform as expected.

Operative Risk – Operations or Implementation Risk.

Option - The right but not the obligation to buy or sell the underlying asset at a specified price for a specified period of time.

> **Call Option** – An option that gives the buyer of the option the right, but not the obligation, to buy the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to provide the underlying asset if the option is exercised.
>
> **Put Option** – An option that gives the buyer of the option the right, but not the obligation, to sell the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to take the underlying asset if the option is exercised.

Participation Agreement - a document used by an exchange or service provider to describe the terms and conditions by which such provider has agreed to provide the service to its members/participants.

Physical Product – Any commodity that has been approved by the FPPC.

Physical Transaction – Any contract or agreement for the purchase or sale of a commodity which customarily is delivered physically and in which the primary intent is to deliver the transaction physically.

Policy – JEA's Energy Market Risk Management ("EMRM") Policy.

Portfolio – A collection of transactions.

Price Risk – The exposure an organization faces as a result of changes in the market price for power, fuel and emissions allowances.

Principal – Execution of a Transaction under an Agreement where the executer is also a party on the agreement

Qualified Independent Representative (QIR) – a representative required of Special Entities before transacting swaps with Swap Dealers or Major Swap Participants. Among other tasks, the representative is required to evaluate fair pricing for the swap transaction, make timely disclosures to the Special Entity and act in the best interest of the Special Entity. An exhaustive list of the requirements for the representative can be found in 17 C.F.R. 23.450(b).

Regulatory Risk – The risk of increased regulatory burden associated with participating in regulated markets.

Responsible Bidders List – Responsible fuel suppliers acceptable to Fuels Management Services and targeted by JEA in its fuel supply bid solicitations.

Special Entity – A swap transaction counterparty that includes a state agency, city, county, municipality or other political subdivision of a state, or any instrumentality, department, or a corporation of or established by a State or political subdivision of a State. The term "Special Entity" is further defined in 7 U.S.C. 6s(h)(2)(C) and further interpreted in 17 C.F.R. 23.401(C).

Swap – In general terms, a swap includes most financially settled transactions not including futures or options on futures. The term "Swap" is further defined in 7 U.S.C. 1a(47) and further interpreted in 17 C.F.R. 1.3(xxx).

Swap Dealer – A swap market participant that acts as a dealer in commodity swaps. The term "Swap Dealer" is further defined in 7 U.S.C. 1a(49) and further interpreted in 17 C.F.R. 1.3(ggg).

Term – The total duration of a contract, defined as the number of days between the beginning flow date and ending flow date, inclusive.

Trade Option Exemption – An exemption from most Dodd-Frank swap regulations granted to certain physical commodity options. Recordkeeping and reporting requirement still apply. The requirements for the trade option exemption can be found in 17 C.F.R. 32.3.

Transaction – A Physical or Financial Transaction.

Value – An amount that represent the dollar magnitude of the Transaction.

Volumetric Risk – The exposure an organization faces due to deviation from expected levels in the amount of energy delivered or generated.

B. Composition of the Fuel and Purchase Power Committee as of February 17, 2022

Core Members

Managing Director (MD)/Chief Executive Officer (CEO)
Chief Financial Officer (CFO)
Vice President (VP), Electric Systems
Chief Operating Officer (COO)
Chief Administrative Officer (CAO)
Senior Director, Energy Operations
Manager, Fuels Management Services
Vice President (VP), Financial Services

C. Authorized Personnel

Authorized Personnel List is maintained by Fuels Management Services (FMS) and is available on the FMS Sharepoint page. The following is the Authorized Personnel List as of March 8, 2022.

	Managing Director/CEO	Chief Financial Officer	Chief Operating Officer	VP, Financial Services	Vice President, Electric Systems	Manager Fuel Management Services	Sr. Director Energy Operations	Director, Electric System Operations	Manager Bulk Power Operations	Mgr. Nat.Gas Commerical Services	Electric Systems Engineer, BPO	Energy Operations Specialist	Staff/Associate Engineer, BPO	Certified/Associate System Operator	Fuels Specialist	Fuels Administrator, Senior	Fuels Administrator	Fuels Electric Systems Engineer	Fuels Staff/Associate Engineer
Physical Products																			
Power Products																			
Fixed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Indexed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Power Capacity	x	x	x		x		x	x	x		x	x	x	x					
Transmission	x	x	x		x		x	x	x		x	x	x	x					
Physical OTC Commodity Options	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Natural Gas Products																			
Fixed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Indexed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Natural Gas Storage	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Transportation	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Physical OTC Commodity Options	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Crude Oil and Refined Products																			
Fixed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Coal Products																			
Fixed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Environmental Products																			
Air Emissions Allowances	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
RECs/Greentag Allowances	x	x	x		x	x	x	x	x						x	x	x	x	x
Financial Products																			
Power Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x	x	x										
Heat Rate Swap	x	x	x	x	x	x	x	x	x										
Financial OTC Option	x	x	x	x	x	x	x	x	x										
Natural Gas Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Swing-Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Crude Oil and Refined Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Coal Products																			
OTC Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												

D. Authorized Product List

The purpose of the Authorized Product List is to ensure proper controls are in place to minimize risk when transacting under Master Agreements, Participation Agreements or some other standard industry agreement

Approved products will be limited to purchases to meet load and/or sales incidental to load for the following:

Physical Products

Physical Power Products
1. Fixed Price Energy Commodity
2. Indexed Price Energy Commodity
3. Power Capacity
4. Transmission
5. Physical OTC Commodity Options

Physical Natural Gas Products
1. Fixed Price Natural Gas Commodity
2. Indexed Price Natural Gas Commodity
3. Natural Gas Storage
4. Transportation
5. Physical OTC Commodity Options

Physical Crude Oil and Refined Products
1. Fixed Price Distillate Fuel Oil Products
2. Indexed Price Distillate Fuel Oil Products
3. Fixed Price Residual Fuel Oil Products
4. Indexed Price Residual Fuel Oil Products
5. Fixed Price Petroleum Coke Products
6. Indexed Price Petroleum Coke Products

Physical Coal Products
1. Fixed Price Coal Commodity
2. Indexed Price Coal Commodity

Physical Environmental Products
1. Air Emission Allowances
2. Fixed Price Limestone
3. Indexed Price Limestone
4. Renewable Energy Credits/Greentag Allowances

Financial Products

Financial Power Products
Any of the instruments listed below or any combination thereof that has electric energy as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially. This excludes MISO Products and RTO Bilateral Transactions.

1. Fixed for Floating Swap
2. Heat Rate Swap
3. Financial OTC Option

Financial Natural Gas Products
Any of the instruments listed below or any combination thereof that has natural gas as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially.
1. Fixed for Floating Swap
2. Swing-Swap
3. Financial OTC Option

Financial Crude Oil and Refined Products
Any of the instruments listed below or any combination thereof, that has crude oil, residual fuel, or distillate as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. Fixed for Floating Swap
2. Financial OTC Option

Financial Coal Products
Any of the instruments listed below or any combination thereof, that has coal as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. OTC Swap
2. Financial OTC Option

E. Special Entity Representation Selection

JEA, a Special Entity under the Dodd-Frank Financial Reform Act, has selected The Energy Authority as its Qualified Independent Representative (QIR) to provide advice and guidance when entering into swap transactions with Swap Dealers or Major Swap Participants.

F. Term, Maturity and Notional Dollar Limits

JEA employees shall not approve TEA to execute a Transaction beyond the maturity, term and notional dollar limits set for their position below. As of August 10, 2022.

Position	Maturity Limit (Days)	Term Limit (Days)	Notional Dollar Limit ($)
Managing Director/Chief Executive Officer	7,350	7,300	$100,000,000
Chief Financial Officer	3,725	3,675	$35,000,000
Chief Operating Officer	3,725	3,675	$35,000,000
Vice President, Electric Systems	3,725	3,675	$20,000,000
Vice President, Financial Services[3]	3,725	3,675	$20,000,000
Sr. Director, Energy Operations	1,925	1,875	$10,000,000
Director, Electric Systems Operations[1,2,3]	410	366	$7,500,000
Manager, Bulk Power Operations (BPO)[1,2,3]	410	366	$5,000,000
Manager, Fuels Management Services[3]	410	366	$5,000,000
Manager, Natural Gas Commerical Services[3]	61	31	$1,000,000
Electric Systems Engineer, BPO[1,2]	6	5	$1,000,000
Energy Operations Specialist[1,2]	6	5	$1,000,000
Staff/Associate Engineer, BPO[1,2]	6	5	$1,000,000
Fuels Specialist[3]	61	31	$1,000,000
Fuels Administrator, Senior[3]	61	31	$1,000,000
Fuels Administrator[3]	61	31	$1,000,000
Fuels Electric Systems Engineer[3]	61	31	$1,000,000
Fuels Staff/Associate Engineer[3]	61	31	$1,000,000
Certified System Operator On Duty[1,2]	6	5	$750,000
Associate System Operator On Duty[1,2]	6	5	$750,000

1. Limited to TEA authorized transactions.
2. Limited to current day through next business day natural gas transactions.
3. Prior approval is required based on appropriate procurement code exemptions.

JEA

Energy Market Risk Management Policy

Approved by the Board of Directors
3/18/2014

Revision Approved by the Board of Directors
~~3/23/2021~~ 9/20/2022

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Policy Introduction

During the course of business, JEA is exposed to volatility in electric energy and fuel prices, uncertainty in load and resource availability, the creditworthiness of its counterparties, and the risks associated with transacting in wholesale energy markets. To manage these risks and others in the wholesale energy markets, JEA has developed an Energy Market Risk Management ("EMRM") Policy (the "Policy").

Objectives of the Policy
The objectives of the Policy are the following:

1. Identify and discuss categories of risks inherent in operating in wholesale energy markets;
2. Establish the governance structure for EMRM activity;
3. Delineate the roles and oversight responsibilities of the groups and individuals responsible for implementing an EMRM program;
4. State required business practices;
5. Set exposure limits based on instrument structure, strategy goals, quantity, time horizon, underlying commodity value, and other considerations;
6. Define Credit Policy;
7. Set forth the monitoring and reporting requirements for the EMRM Program;
8. Define the products that may be used to manage the exposures.

Scope of the Policy
This Policy identifies risks inherent in operating in wholesale energy markets. Specifically, the Policy addresses Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk, Collateralization Risk, Regulatory Risk, and Operative Risk arising from JEA's generating assets, load obligations, wholesale energy contracts, fuel supply contracts, and Financial and Physical Transactions. With respect to Financial and Physical Transactions, the Policy covers the Credit Risk associated with execution, as well as the recording, monitoring, and risk reporting associated with these transactions.

Policy Establishment, Authority, Approval and Revision
JEA's Board of Directors must approve this Policy, as well as any future changes to the Policy. Board approval shall not be required to amend, supplement or update the Policy appendices. On an annual basis, the Chief Financial Officer (CFO), Chief Administrative (CAO) and ~~Vice President, Electric Systems~~ Chief Operating Officer (COO) will review this Policy and determine if it should be amended, supplemented or updated to account for business developments or for other appropriate business reasons.

Additional policies and procedures that may be developed to fully implement this Policy do not require Board approval provided that such policies and procedures do not conflict with this Policy. In the event that any policies or procedures conflict with this Policy, this Policy shall prevail.

Discussion of Risks

JEA is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for JEA. Market ~~r~~Risk, Counterparty ~~r~~Risk, Volumetric ~~r~~Risk, Budget ~~r~~Risk,

Collateralization ~~r~~Risk, Operative ~~r~~Risk and Regulatory ~~r~~Risk are among the most critical and identifiable of the risks relevant to JEA, as they pertain to the scope of this Policy.

Market Risk
Market Risk is the exposure JEA faces due to changes in the value of market variables. Specifically Market Risk includes:

Price Risk
Price Risk is the exposure JEA faces as a result of changes in the market price for power, fuel, ~~and~~ emissions allowances, and renewable energy credits/green tag allowances. Price Risk is typically the largest source of exposure and is managed by implementing a comprehensive EMRM Program that includes risk identification and measurement, strategy development and execution, and risk monitoring and reporting.

Basis Risk
Basis Risk is the exposure JEA faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item. Basis risk is managed by ensuring there is a reasonable degree of correlation between the hedging product/instrument and the underlying asset/item being hedged. Basis Risk can result from difference in price changes due to differences in:

- Location – An example is using the NYMEX natural gas Futures contract which is priced at the Henry Hub to hedge an underlying exposure on the FGT pipeline;
- Products – An example is using the NYMEX WTI crude oil Futures contract to hedge an underlying exposure arising from the need to purchase fuel oil;
- Timing – An example is using the January NYMEX natural gas Future contract to hedge exposures to daily intra-month natural gas price swings in December.

Liquidity Risk
Liquidity Risk is the exposure caused by lack of marketability of a financial instrument or physical product at the prices consistent with recent sales. Liquidity Risk may be a problem because a given position may be ~~is~~ very large relative to typical trading volumes or because market conditions are unsettled. Liquidity Risk can be identified by a wide bid-ask spread and large price movements in response to any attempt to buy or sell. Liquidity Risk is managed by ensuring there is a reasonable degree of liquidity in the hedging product/instrument, by monitoring the concentration of exposure in product/instruments at locations that are illiquid, and by adjusting the process used in risk measurement and strategy analysis to incorporate the illiquidity.

Counterparty Risk
Counterparty Risk is the risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations. This risk can be realized through a physical or financial nonperformance by a counterparty. Although JEA is exposed to Counterparty Risk from a number of sources, for purposes of this Policy, Counterparty Risk will be restricted to the management of Counterparty Risk associated with Transactions in the wholesale fuel and energy markets. Counterparty Risk will be managed by the limits and control set forth in this Policy.

Volumetric Risk
Volumetric Risk is the exposure JEA faces due to deviation from expected levels in the amount of energy delivered or generated. It includes deviations in load (which could be caused by economic conditions, weather, etc.) as well as deviations caused by Operations Risk. Volumetric Risk is managed by identifying the impact it could have on JEA's financial and operating performance and developing strategies to manage the risk if warranted.

Budget Risk
Budget Risk is the risk associated with not collecting a budgeted variable fuel rate that is sufficient to cover JEA's fuel and purchase power costs of operation. ~~-~~This risk can be managed by monitoring the market uncertainty and the impact to the JEA portfolio. JEA manages this risk through the limit structure in this Policy and by ~~maintaining a fuel rate stabilization fund~~ employing a variable monthly fuel rate mechanism in customer's electric bills.

Collateralization Risk
Collateralization Risk is the exposure JEA faces from the potential mismatch that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral. For example, if JEA were to hedge its need to purchase natural gas two years out by purchasing NYMEX natural gas Futures and the price of natural gas were to drop substantially before the gas was consumed, JEA would need to post additional collateral with its Futures ~~broker~~ Clearing Merchant prior to receiving revenue from the sale of the power generated at its natural gas-fired facilities.

Operative Risk
Operative Risk is the exposure JEA faces due to daily activit~~y~~ies at the organization. Specifically, Operative Risk includes:

Operations Risk
Operations Risk is the exposure JEA faces due to failure of its assets to perform as expected. This risk includes exposure caused by unplanned outages, inaccurate load forecasts, delays in construction, failure of transmission or transportation systems, etc. Operations Risk is managed by proper maintenance and construction programs~~,~~ and proper operational planning. It is also managed ~~and~~ by quantifying the risk impact ~~this risk could have~~ on JEA's financial and operating condition and if warranted, taking steps to manage the risk ~~if warranted~~.

Implementation Risk
Implementation Risk is the exposure that JEA faces from failed or inadequate management of processes, people, and systems related to its EMRM Program. Implementation Risk is managed by developing and enforcing policies and procedures, addressing transaction execution and processing, and by maintaining a segregation of responsibilities between transaction authorization/execution, risk monitoring, and reporting.

Regulatory Risk
Regulatory Risk is the risk associated with changes in federal, state, local, or market policy.~~participating in regulated markets.~~ With the Dodd-Frank Wall Street Reform Act and other applicable laws and regulations, JEA has the potential to transact products regulated by the Commodity Futures Trading Commission (CFTC) or other regulatory bodies within and outside of the United States. To ensure compliance with applicable regulators and regulations, JEA:

- Requires all employees participating in activities within the scope of this document to participate in annual compliance training, and
- Actively monitors regulatory bodies for regulations applicable to JEA.

Oversight Responsibilities and Organization Structure

Organizational Structure and Reporting Relationships
The JEA Board has delegated the responsibility to the Managing Director/Chief Executive Officer (MD/CEO) to develop and implement JEA's EMRM Program. The Board's responsibilities with respect to JEA's EMRM Program include:

- Reviewing and approving this Policy and all revisions to this Policy.
- Understanding JEA's major financial energy market risk exposures.
- Delegating the oversight and maintenance of the Policy to JEA's Fuel and Purchase Power Committee (FPPC).
- Approving all Transactions outside of FPPC authorization limits.

FPPC

The FPPC is responsible for risk oversight for all energy market risk management activities for JEA. Additionally, the FPPC is responsible for ensuring all energy market risk management activities are in accordance with this Policy.

The MD/CEO shall appoint the core members of the FPPC. The list of core members shall include the Chief Administrative Officer who is responsible for ensuring compliance with this Policy. The complete list of the core FPPC members is set forth in Appendix B. The FPPC shall meet monthly and additionally as needed to review the performance and appropriateness of the energy market risk management activities given the current and anticipated future market and business environment. Decisions of the FPPC will be made by consensus and will be retained by ~~JEA~~ Fuels Management Services (FMS) consistent with JEA Records Management Policies. Hedge recommendations and resulting Transactions will be documented in presentation materials and posted on the F~~uel~~ M~~anagement~~ S~~ervices~~ web page on JEA's SharePoint site. Any materials used in the analysis or decision to enter into a swap including confirmation documents will be retained for a period of five years beyond the final termination date of each transaction.

The responsibilities of the FPPC relative to energy market risk management shall include:

- Keeping abreast of industry, market, and legislative developments that affect JEA's risk exposure.
- Monitoring energy market risk exposures on an aggregate level.
- Developing and approving ~~the~~ all major strategies employed by JEA to manage energy market risk.
- Approving all specific energy market financial and physical activities to meet JEA's strategies~~transactions~~.
- ~~Approving all strategies used by JEA to manage energy market risk.~~
- Approving the policies and procedures needed to implement this Policy, including amendments and updates to the appendices.
- Reviewing all exceptions to the Policy and exceedances of market and credit limits that are monitored by TEA.
- Designating the positions within JEA ~~individuals~~ for whom this Policy applies and ensuring these individuals are aware of and understand their ~~individual~~ responsibilities for compliance with this Policy.
- Authorizing ~~specific~~ individuals in specific positions to commit JEA to energy market Transactions and ensuring that such individuals are appropriately trained. A list of positions within JEA~~individuals~~ authorized by the FPPC is contained in Appendix C and a list of individuals requiring training is maintained by FMS.
- Approving any changes to the list of approved energy market risk management products contained in Appendix D.
- Approving any changes to the approved Term, Maturity, and Notional Dollar Amounts in Appendix F below the level of MD/CEO. The Notional Dollar Amount for the MD/CEO is

approved by the JEA Board. These Terms, Maturity, and Notional Dollar Amounts should be consistent with the Procurement Code Exemptions.

- Approving methodologies, models, metrics and assumptions for valuation and risk measurement for energy market risk.
- Reviewing the performance of the Qualified Independent Representative (QIR) annually over the preceding 12-months and arriving at a recommendation to either continue using the current QIR or select a replacement. Current JEA QIR selection is provided in Appendix E.
- Ensuring documentation of Transactions is maintained.
- Reviewing Transactions and risk reports furnished by TEA.

Business Practices

Business Practices are set forth to help manage the Implementation Risk and are required for an effective EMRM Program. JEA has adopted the following business practices:

Standards of Conduct and Compliance
No employee of JEA shall use non-public information to the benefit of his or her own account.

Subject to existing and future laws and regulations and to the extent possible, employees shall refrain from disclosing pricing terms of Transactions with third parties.

JEA employees shall follow:

- JEA's Code of Ethics as set forth in JEA Ethical Business Conduct Guidelines.
- FERC Standards of Conduct.
- Any compliance documents that may be developed under the EMRM Program.

Training
It is the responsibility of the FPPC to ensure employees that are able to commit JEA to energy market risk management strategies and execute Transactions have received adequate training and understand the implications of their commitments.

Trading Practices
All Transactions authorized or entered into by an employee of JEA must be entered into with the intent to manage risk and not with the intent to inflate volumes, revenues, or otherwise present a distorted representation of JEA's financial position.

No JEA employee or representative shall execute or authorize the execution of any Transaction if the purpose of the Transaction is to generate income by anticipating market movements. If any questions arise as to whether a particular Transaction constitutes speculation, the FPPC shall review the Transaction(s) to determine whether the Transaction(s) would constitute speculation.

After FPPC authorization, ~~A~~all Transactions will be executed in a timely and judicious manner with considerations for current market conditions~~ after FPPC authorization~~.

All physical Transactions executed by JEA shall follow the ~~Board of Directors~~MD/CEO approved ~~Fuel Management Services~~ Procurement~~-~~ Code ~~Directive~~Exemptions.

JEA's relationship with TEA is governed by the Operating Agreement and any policies referenced in the Operating Agreement. JEA personnel authorizing or directing TEA to enter into

Transactions will understand the relevant provisions of these documents. After directing a representative of TEA to execute a financial transaction on behalf of JEA, a representative of JEA will participate in the execution of the financial transaction with the TEA representative and the JEA counterparty to actively monitor each financial transaction. JEA shall comply with its ***Swap Policies and Procedures for New Swap Regulations*** in regards to consent to recording by the JEA counterparty. If JEA incurs any swap reporting obligations, then JEA will report the swap to the appropriate swap data repository.

Individual Authorities
Only employees in positions approved by the FPPC as listed in Appendix C can commit JEA to energy market Transactions. Approved employees can only authorize TEA to execute Transactions for products for which they have approval and within the limits set forth in Appendix F of this EMRM Policy.

Transaction Methods
All Transactions must be confirmed over a recorded phone line, recorded via an instant messaging program, ~~or~~documented through email, or documented through a signed confirmation from both parties that meets state record retention statutes. All physical Transactions are executed under JEA's ~~Fuel Management Services~~ Procurement Code~~Directive~~ Exemptions.

Authorized Products
All Transactions must be for products on the Authorized Product List which is included in Appendix D. The FPPC will be responsible for authorizing all products and commodity types to be executed under a Master Agreement, Participation Agreement or some other non-industry standard Agreement. JEA will work to ensure risks associated with transacting the product are understood and communicated and to make recommendations to the FPPC for approving products.

- New products will be recommended and must first be approved by the FPPC before trade execution.
- There will be a justification for the new product stating the business rationale and value to JEA.
- An identification of potential risks associated with the product and the risks the product creates.
- The FPPC will review new product justification and approve the product and quantitative and/or qualitative limits for use of the product if deemed desirable.

Authorized Counterparties
All Transactions must be executed under a Master Agreement, Participation Agreement or some other ~~non-~~industry standard Agreement with an approved counterparty. The Treasurer will maintain all signed agreements with all counterparties approved for financial transactions. In addition,~~-~~ Transactions executed by JEA for physical solid and liquid fuel supply needs, the potential supplier is required to have been accepted by Fuel Management Services on JEA's Responsible Bidders List.

Confirmations of Executed Transactions
Written confirmations will be required from counterparties, as defined in the agreement governing the Transaction between JEA and the counterparty, for all EMRM Transactions. Prior to receipt of written confirmations, all verbal commitments shall be memorialized as to instrument structure, quantity, time horizon, price and any other relevant terms; such internal

documentation shall be time stamped and correlated to the ultimate written confirmation to or from the counterparty. Email use is permitted for all written confirmations.

Trade Recordkeeping (for both financial and physical transactions)
A paper or electronic trade ticket will be filled out for every trade executed. A trade ticket will contain, if applicable, the following information:

- Date of transaction;
- Counterparty;
- Transaction capacity (e.g., MW/hour or mmBtu/day) or volume;
- Buy or sell;
- Transaction price;
- Delivery point;
- For options, option type, strike and execution instructions;
- For financial swaps, the reference index;
- Starting/Ending delivery date and hour or schedule;
- Product type;
- Any other date, hour and/or capacity data needed to define a shaped product;
- Broker or electronic trading site and fee, if applicable;
- Type of transaction: ÷ swap, futures, options, etc.;
- The reporting counterparty when the trade is a swap and there is not a prearranged reporting relationship;
- Whether any swap qualifies for the trade option exemption or exception to clearing for end user.

Qualified Independent Representative (QIR)
JEA shall comply with ***Swap Policies and Procedures for New Swap Regulations*** in regards to the selection and use of JEA's Qualified Independent Representative.

Exposures and Limits

A risk limit structure is essential for ensuring that JEA manages its risk exposure within tolerances approved by the Board.- The limit structure put forth in this document sets the exposures that JEA is willing to take when entering into Transactions covered under the Policy. JEA will manage its exposures by using locational and volume limits.

Volume Limits
The net volume of hedge transactions may not exceed the expected volume of the hedged commodity at the time hedges are executed.

Locational Limits
Electric transmission and fuels transportation Transactions must support the requirement of one of JEA's generation units, native load or transaction locations.

Swap Threshold Limits
JEA manages its swap exposure within the limit structures set forth by the CFTC. If the swap exposure reaches 75% of the swap exposure limit, TEA will contact the CFO who will notify the FPPC.

Exceedance of Limits
In the event a limit is exceeded, unless specified elsewhere in this Policy, FPPC will be notified as soon as possible by TEA. The CFO will report all exceptions to the Board quarterly.

Credit Policy

It is the intent of the Credit Policy to identify, measure, manage, monitor and report on the Credit Risk associated with Transactions that subject JEA to financial exposure from the contractual default of a counterparty.

JEA with TEA input determines the credit quality of counterparties based upon various credit evaluation factors, including collateral requirements under certain circumstances.

In order to manage credit risk, JEA has established the following policies:

- Commodity Transactions will be entered into only with approved counterparties, approved by the CFO, that have sufficient unutilized credit to support the transaction.
- JEA counterparties will be reassessed at least annually or in the event of a material credit event for the counterparty.
- The status of credit risk will be tracked by counterparty at the agreement level and the information made available to the FPPC on a monthly basis for risk oversight and more frequently when there is a material credit event for the contracted counterparty, the counterparty credit limit for an individual credit limit for a counterparty is exceeded or a material market event that causes credit exposure to increase significantly.

Measuring Credit Risk
Credit Risk measurement defines the process that will be used to determine credit exposure. In general, credit exposure is comprised of three components:

- The billed receivable and payable balance.
- The delivered and not yet billed receivable and payable balance.
- The value of the position against the market, i.e. the mark-to-market exposure.

Mark-to-market is used to measure JEA's risk exposure to counterparty default on a Transaction by determining the current market value of the Transaction. JEA accounts for the value of each Transaction by using counterparty mark-to-market position reports. Additionally, TEA and JEA calculate mark-to-market potions reports for comparison using NYMEX settle prices as a basis.

A credit report will be produced and made available for review on a daily basis by TEA. This credit report provides detail at an agreement level by counterparty. The FPPC will monitor overall credit risk and any credit exceptions at least monthly.

Until and unless a master netting and setoff agreement is in place with a counterparty, separate credit exposures for each counterparty will be calculated for each Master Agreement and will not be added together to derive the total credit exposures. Negative exposures under one Master Agreement will not offset a positive exposure under another Master Agreement.

Analysis and Extension of Credit Limits
The creditworthiness of a counterparty will be determined by both qualitative and quantitative factors. Factors shall include, but are not limited to:

- A company's debt credit ratings provided by the rating agencies.

- Financial data such as an analysis of the liquidity, leverage, profitability, and size.
- Subjective factors such as company's fuel diversity, overall size, energy market risk management policy and internal controls, geographic diversity, and market intelligence.

A credit limit is the amount of unsecured credit granted to a counterparty. Unsecured credit exposure includes amounts owed by the counterparty, whether billed or not, and the mark to market differences in value of any collateral which the counterparty has provided JEA. Any net exposure above the collateral threshold, if any, will require the posting of collateral by a counterparty. Current unsecured counterparty credit limits are maintained by the Treasurer.

JEA's maximum counterparty credit limit for energy Transactions is $100,000,000 and applies to Transactions with maturity greater than one year.

Credit Exceptions
All personnel executing Transactions are constrained by these credit limits. If trading activity exceeds a counterparty's credit limit, trading that increases exposure will be suspended until the FPPC can review and make a determination regarding the counterparty.

All credit exceptions will be documented and reported to the FPPC and the Board as Policy Exceptions.

Reporting

The following reports will be developed by TEA and made available to FPPC at the frequency listed below, and more frequently when there is a material credit event for the contracted counterparty; when the credit limit for an individual counterparty is exceeded; or when a material market event occurs that causes credit exposure to increase significantly. These reports can be found on TEA's portal.

- Transaction Activity – This report shows all transactions executed for a trade day; made available daily.
- Mark-to-market – This report shows all positions with volumes in the future against the current market value; made available daily.
- Policy Exceptions – This report details any exceptions to the Policy; made available daily. ~~when needed.~~
- Counterparty Credit Exposure Report – This report shows exposures resulting from the transactions covered under this Policy and includes counterparty credit ratings; available daily.
- Risk Metric/Transaction Compliance Report – This report shows all exposures against Policy limits set forth in the Policy; made available daily~~monthly or at FPPC request~~.
- Swap Exposure Report – This report measures JEA energy swap exposures against the CFTC threshold limits for Swap Dealer Registration~~.~~; made available daily~~monthly or at FPPC request~~.

The following report will be created and updated by FMS and provided quarterly:

- Finance and ~~Audit~~Operations Committee Report – The~~-~~ Vice President, Electric Systems will report JEA's financial and physical fuel and power transactions on a quarterly basis. This report will include physical transactions greater than one year and all financial transactions.

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Policy Acknowledgement and Distribution

Policy Acknowledgement

All JEA employees participating in activities or Transactions covered by this Policy shall acknowledge at the end of the annual training module or sign, on an annual basis or upon any revision to this Policy, a statement approved by the FPPC that they

i. have read this Policy and any other applicable policies, processes, or procedures approved by JEA,
ii. understand this Policy and the related policies, processes, and procedures, and
iii. have and will continue to comply with this Policy and the related policies, processes, and procedures.
~~iii.~~ iv. taken the annual training.

The training module ~~Signed~~ acknowledgement and/or a signed statement by all affected JEA employees will be maintained by the CAO.

Policy Distribution

JEA's EMRM Policy may be distributed outside JEA with the consent of the MD/CEO or CFO provided that such persons or entities receiving this Policy agree to keep this Policy confidential and not disclose it to other parties.

Designated Counsel

Questions about the interpretation of any matters relating to this Policy should be referred to the CFO or CAO. The CFO and/or or the CAO will provide clarification and explanation on any updates to this Policy.

All Legal matters stemming from this Policy will be referred to JEA's legal counsel.

Appendices

A. Definitions

Basis Risk – The exposure an organization faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item.

Bilateral Transaction - Any physical or financial transaction between two counterparties, neither of whom is an Exchange or market entity (e.g. MISO).

Budget Risk – The risk associated with not hitting or falling outside a tolerance band of an organization's budget.

Capacity – The real power output rating of a generator or system, typically in megawatts, measured on an instantaneous basis.

Commodity - A basic good used in commerce that is interchangeable with other commodities of the same type. Commodities are most often used as inputs in the production of other goods or services. The quality of a given commodity may differ slightly, but it is essentially uniform across producers. When they are traded on an exchange, commodities must also meet specified minimum standards, also known as a basis grade.

Collateralization Risk – The exposure an organization faces from the potential mismatching in timing that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral.

Counterparty Risk – The risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations.

Credit Risk - The financial exposure JEA faces from a counterparty's refusal or inability to perform its contractual obligations.

FGT Pipeline – Florida Gas Transmission Pipeline

Financial Product – Any Future, Swap or Options contract, or any combination thereof, with any approved physical or Financial Product as the underlying commodity or instrument, which customarily settles financially and in which the primary intent is to settle the transaction financially.

Financial Transaction – Any contract with a Financial Product as the underlying instrument.

Future - A standardized contract which is traded on an organized exchange for delivery in the future of a specified underlying asset.

Hedging Transaction - A transaction designed to reduce the exposure of a specific outstanding position or portfolio; "fully hedged" equates to complete elimination of the targeted risk and "partially hedged" implies a risk reduction of less than 100%.

Implementation Risk – The exposure that an organization faces from failed or inadequate management of processes, people, and systems related to its EMRM Program.

Liquidity Risk - The exposure caused by lack of marketability of a financial instrument or physical product at the prices in line with recent sales.

Major Swap Participant – A swap market participant that maintains substantial positions in swaps such that the level of swap activity creates substantial counterparty exposure. The term

"Major Swap Participant" is further defined in 7 U.S.C. 1a(33) and further interpreted in 17 C.F.R. 1.3(hhh).

Mark-to-Market – A measure of the current value of unrealized positions.

Market Risk – The exposure an organization faces due to changes in the value of market variables.

Master Agreement - An agreement reached between two parties that outlines agreed to terms and conditions that will govern transactions made pursuant to it. The document includes but is not limited to billing, deal confirmation, credit and collateral terms. Examples of types of Master Agreements include EEI, ISDA, GISB, Power, NAESB and WSPP.

Maturity - The time between the date on which a transaction is executed to the last date that power or gas will flow (in the case of physical transactions) or be settled financially (in the case of financial transactions).

NYMEX – Abbreviation for the New York Mercantile Exchange which is an exchange platform for commodity futures**.**

NYMEX Natural Gas – A natural gas futures traded on the NYMEX Exchange**.**

NYMEX WTI – Abbreviation for West Texas Intermediate, a light, sweet crude oil futures traded on the NYMEX Exchange**.**

Operating Agreement – The agreement between JEA and TEA that defines the relationship between the two entities**.**

Operations Risk – The exposure an organization faces due to failure of its assets to perform as expected.

Operative Risk – Operations or Implementation Risk.

Option - The right but not the obligation to buy or sell the underlying asset at a specified price for a specified period of time.

Call Option – An option that gives the buyer of the option the right, but not the obligation, to buy the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to provide the underlying asset if the option is exercised.

Put Option – An option that gives the buyer of the option the right, but not the obligation, to sell the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to take the underlying asset if the option is exercised.

Participation Agreement - a document used by an exchange or service provider to describe the terms and conditions by which such provider has agreed to provide the service to its members/participants.

Physical Product – Any commodity that has been approved by the FPPC.

Physical Transaction – Any contract or agreement for the purchase or sale of a commodity which customarily is delivered physically and in which the primary intent is to deliver the transaction physically.

Policy – JEA's Energy Market Risk Management ("EMRM") Policy.

Portfolio – A collection of transactions.

Price Risk – The exposure an organization faces as a result of changes in the market price for power, fuel and emissions allowances.

Principal – Execution of a Transaction under an Agreement where the executer is also a party on the agreement

Qualified Independent Representative (QIR) – a representative required of Special Entities before transacting swaps with Swap Dealers or Major Swap Participants. Among other tasks, the representative is required to evaluate fair pricing for the swap transaction, make timely disclosures to the Special Entity and act in the best interest of the Special Entity. An exhaustive list of the requirements for the representative can be found in 17 C.F.R. 23.450(b).

Regulatory Risk – The risk of increased regulatory burden associated with participating in regulated markets.

Responsible Bidders List – Responsible fuel suppliers acceptable to Fuels Management Services and targeted by JEA in its fuel supply bid solicitations.

Special Entity – A swap transaction counterparty that includes a state agency, city, county, municipality or other political subdivision of a state, or any instrumentality, department, or a corporation of or established by a State or political subdivision of a State. The term "Special Entity" is further defined in 7 U.S.C. 6s(h)(2)(C) and further interpreted in 17 C.F.R. 23.401(C).

Swap – In general terms, a swap includes most financially settled transactions not including futures or options on futures. The term "Swap" is further defined in 7 U.S.C. 1a(47) and further interpreted in 17 C.F.R. 1.3(xxx).

Swap Dealer – A swap market participant that acts as a dealer in commodity swaps. The term "Swap Dealer" is further defined in 7 U.S.C. 1a(49) and further interpreted in 17 C.F.R. 1.3(ggg).

Term – The total duration of a contract, defined as the number of days between the beginning flow date and ending flow date, inclusive.

Trade Option Exemption – An exemption from most Dodd-Frank swap regulations granted to certain physical commodity options. Recordkeeping and reporting requirement still apply. The requirements for the trade option exemption can be found in 17 C.F.R. 32.3.

Transaction – A Physical or Financial Transaction.

Value – An amount that represent the dollar magnitude of the Transaction.

Volumetric Risk – The exposure an organization faces due to deviation from expected levels in the amount of energy delivered or generated.

B. Composition of the Fuel and Purchase Power Committee as of February 17, 2022

Core Members

Managing Director (MD)/Chief Executive Officer (CEO)
Chief Financial Officer (CFO)
Vice President (VP), Electric Systems
Chief Operating Officer (COO)
Chief Administrative Officer (CAO)
Senior Director, Energy Operations
Manager, Fuels Management Services
Vice President (VP), Financial Services

C. Authorized Personnel

Authorized Personnel List is maintained by Fuels Management Services (FMS) and is available on the FMS Sharepoint page. The following is the Authorized Personnel List as of March 8, 2022.

	Managing Director/CEO	Chief Financial Officer	Chief Operating Officer	VP, Financial Services	Vice President, Electric Systems	Manager Fuel Management Services	Sr. Director Energy Operations	Director, Electric System Operations	Manager Bulk Power Operations	Mgr. Nat.Gas Commerical Services	Electric Systems Engineer, BPO	Energy Operations Specialist	Staff/Associate Engineer, BPO	Certified/Associate System Operator	Fuels Specialist	Fuels Administrator, Senior	Fuels Administrator	Fuels Electric Systems Engineer	Fuels Staff/Associate Engineer
Physical Products																			
Power Products																			
Fixed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Indexed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Power Capacity	x	x	x		x		x	x	x		x	x	x	x					
Transmission	x	x	x		x		x	x	x		x	x	x	x					
Physical OTC Commodity Options	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Natural Gas Products																			
Fixed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Indexed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Natural Gas Storage	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Transportation	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Physical OTC Commodity Options	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Crude Oil and Refined Products																			
Fixed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Coal Products																			
Fixed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Environmental Products																			
Air Emissions Allowances	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
RECs/Greentag Allowances	x	x	x		x	x	x	x	x						x	x	x	x	x
Financial Products																			
Power Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x	x	x										
Heat Rate Swap	x	x	x	x	x	x	x	x	x										
Financial OTC Option	x	x	x	x	x	x	x	x	x										
Natural Gas Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Swing-Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Crude Oil and Refined Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Coal Products																			
OTC Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												

D. Authorized Product List

The purpose of the Authorized Product List is to ensure proper controls are in place to minimize risk when transacting under Master Agreements, Participation Agreements or some other ~~non-~~ standard industry agreement

Approved products will be limited to purchases to meet load and/or sales incidental to load for the following:

Physical Products

Physical Power Products
1. Fixed Price Energy Commodity
2. Indexed Price Energy Commodity
3. Power Capacity
4. Transmission
5. Physical OTC Commodity Options

Physical Natural Gas Products
1. Fixed Price Natural Gas Commodity
2. Indexed Price Natural Gas Commodity
3. Natural Gas Storage
4. Transportation
5. Physical OTC Commodity Options

Physical Crude Oil and Refined Products
1. Fixed Price Distillate Fuel Oil Products
2. Indexed Price Distillate Fuel Oil Products
3. Fixed Price Residual Fuel Oil Products
4. Indexed Price Residual Fuel Oil Products
5. Fixed Price Petroleum Coke Products
6. Indexed Price Petroleum Coke Products

Physical Coal Products
1. Fixed Price Coal Commodity
2. Indexed Price Coal Commodity

Physical Environmental Products
1. Air Emission Allowances
2. Fixed Price Limestone
3. Indexed Price Limestone
4. Renewable Energy Credits/Greentag Allowances

Financial Products

Financial Power Products
Any of the instruments listed below or any combination thereof that has electric energy as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially. This excludes MISO Products and RTO Bilateral Transactions.

1. Fixed for Floating Swap
2. Heat Rate Swap
3. Financial OTC Option

Financial Natural Gas Products
Any of the instruments listed below or any combination thereof that has natural gas as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially.
1. Fixed for Floating Swap
2. Swing-Swap
3. Financial OTC Option

Financial Crude Oil and Refined Products
Any of the instruments listed below or any combination thereof, that has crude oil, residual fuel, or distillate as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. Fixed for Floating Swap
2. Financial OTC Option

Financial Coal Products
Any of the instruments listed below or any combination thereof, that has coal as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. OTC Swap
2. Financial OTC Option

E. Special Entity Representation Selection

JEA, a Special Entity under the Dodd-Frank Financial Reform Act, has selected The Energy Authority as its Qualified Independent Representative (QIR) to provide advice and guidance when entering into swap transactions with Swap Dealers or Major Swap Participants.

F. Term, Maturity and Notional Dollar Limits

JEA employees shall not approve TEA to execute a Transaction beyond the maturity, term and notional dollar limits set for their position below. As of August 10~~March 8~~, 2022.

Position	Maturity Limit (Days)	Term Limit (Days)	Notional Dollar Limit ($)
Managing Director/Chief Executive Officer	7,350	7,300	$~~5~~100,000,000
Chief Financial Officer	3,725	3,675	$35,000,000
Chief Operating Officer	3,725	3,675	$35,000,000
Vice President, Electric Systems	3,725	3,675	$20,000,000
Vice President, Financial Services[3]	3,725	3,675	$20,000,000
Sr. Director, Energy Operations	1,925	1,875	$10,000,000
Director, Electric Systems Operations[1,2,3]	410	366	$7,500,000
Manager, Bulk Power Operations (BPO)[1,2,3]	410	366	$5,000,000
Manager, Fuels Management Services[3]	410	366	$5,000,000
Manager, Natural Gas Commerical Services[3]	61	31	$1,000,000
Electric Systems Engineer, BPO[1,2]	6	5	$1,000,000
Energy Operations Specialist[1,2]	6	5	$1,000,000
Staff/Associate Engineer, BPO[1,2]	6	5	$1,000,000
Fuels Specialist[3]	61	31	$1,000,000
Fuels Administrator, Senior[3]	61	31	$1,000,000
Fuels Administrator[3]	61	31	$1,000,000
Fuels Electric Systems Engineer[3]	61	31	$1,000,000
Fuels Staff/Associate Engineer[3]	61	31	$1,000,000
Certified System Operator On Duty[1,2]	6	5	$750,000
Associate System Operator On Duty[1,2]	6	5	$750,000

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1. Limited to TEA authorized transactions.
2. Limited to current day through next business day natural gas transactions.
3. Prior approval is required based on appropriate procurement code exemptions.

BOARD RESOLUTION: 2022-28
September 20, 2022

A RESOLUTION BY THE BOARD APPROVING REVISIONS TO THE JEA PRICING POLICY TO PROVIDE CONSISTENCY WITH REGULATORY ACCOUNTING REQUIREMENTS

WHEREAS, the Pricing Policy provides guidance to facilitate the management, control, and oversight of JEA's pricing structure; and

WHEREAS, in 2015, JEA adopted Accounting Standards Codification (ASC) 980 and regulatory accounting, which required JEA to change its rate setting methodology from cash basis to utility basis; and

WHEREAS, Staff seeks to revise the Pricing Policy to consistently reference JEA's required practice of utility basis rate setting, to phase out the Customer Benefit and Environmental Stabilization Funds, and to expand the Non-Fuel Purchased Power Stabilization Fund; and

WHEREAS, the proposed revisions have a revenue neutral impact, while providing greater flexibility to fund and support JEA's strategies and include modifying financial metric targets to better align with credit rating agency guidelines for an AA rated utility; and

WHEREAS, the proposed Pricing Policy revisions, attached hereto and incorporated herein, were reviewed and recommended for Board approval by the Finance and Audit Committee (Committee) on September 9, 2022; and

WHEREAS, Staff requests that the Board adopt the Committee's recommendation and approve the proposed Pricing Policy revisions.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are incorporated into this Resolution and adopted as findings of fact.

2. The Board hereby adopts the Committee's recommendation and approves the revised Pricing Policy in substantially the same form and format attached hereto.

3. The Managing Director/Chief Executive Officer is authorized to execute the revised Pricing Policy and to take all steps necessary for its implementation.

4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

5. This Resolution shall be effective upon approval by the Board, and the revised Pricing Policy shall be effective on October 1 ,2022.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

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Pricing Policy

I. Scope

This Pricing Policy is intended to provide broad guidance and to facilitate the management, control and oversight of JEA's pricing structure. Its primary goal is to establish revenue requirements to fully recover the costs necessary to operate and maintain the utility, consistent with its mission, through fair and equitable pricing. This includes sufficient revenue for required transfers to the City, depreciation expense, and balance sheet liquidity. The total revenue requirement of each system must be sufficient to ensure the financial integrity of the utility using depreciation expense and rate of return to maintain key financial metrics. It recognizes the operational challenges of managing dynamic businesses with major cost drivers such as significant regulatory reform as well as fuel which are dependent on global market conditions. The Pricing Policy contains the guiding parameters that JEA utilizes to develop its financial reporting, ratemaking, budget, and financial projections.

The Board is JEA's independent body responsible for setting rates. As part of this responsibility, the Board acknowledges that the rate setting policy and practices utilized will govern JEA's accounting under current generally accepted accounting principles, meaning that rate actions by the Board will impact when certain costs and revenues are recognized for financial statement purposes. This policy formalizes the rate philosophy utilized in prior years and codifies policy changes required for the implementation of regulatory accounting beginning with FY2015, including the change in rate setting methodology from Cash Basis to Utility Basis.

II. Goal and Objectives

JEA's pricing shall be managed with an overall philosophy to provide advantages of a community-owned utility by delivering high quality, reliable and exceptional service at fair and competitive rates. JEA will exhaust all other net revenue improvement opportunities before recommending any price increases. JEA will develop a price structure that is based on cost of service and allocates costs to appropriate customer classes based on the cost to serve each class. Pricing shall be sufficient, predictable, consistent, understandable, fair, equitable, non-discriminatory and relatively easy to administer. A comprehensive cost of service study will be performed at a minimum of every five years to support that the rates charged by class are based on cost.

III. Responsibility for Pricing Policy

The overall Pricing Policy is approved by the JEA Board of Directors and implemented by the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff. Annually, the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff will meet to develop strategy and review pricing and financial performance. JEA's Financial Planning and Rates department will develop and manage processes to implement and administer this Policy. Based on this review, any changes to pricing such that JEA continues to have rates based on cost of service and sufficient to maintain each System's financial integrity will be recommended to the Board for approval.

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IV. Authorization

The JEA Board of Directors is independent from JEA management and has the power to fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend the same from time to time.

Although JEA is a non-jurisdictional entity, Tariffs approved by the Board of Directors are filed with the Public Service Commission for information and review. The Florida Public Service Commission (FPSC) does not regulate the revenue requirement of municipal utilities, yet pursuant to Section 366.04 (2), Florida Statues, the FPSC has jurisdiction to review a rate structure for municipal utilities.

V. Electric System

Revenue requirements and rate design for the Electric System shall be constructed in two major categories: Base Rate and Fuel Charge.

Base Rate

Structure

The Base Rate will be structured with two major components: a fixed monthly charge and consumption charges. The fixed charge is billed as a “Basic Monthly Charge” and the consumption charges are billed as “Energy Charge,” “*Demand Charge*,” and “*Excess kVar Charge.*” (Italicized charges apply to commercial or industrial customers only, and do not appear on typical residential bills.) Revenue requirements and rates will be set using a rate of return as well as using depreciation expense as the capital recovery estimate to ensure the financial integrity of the Electric System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 2.2x, (with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.5x)
- A minimum annual fixed charge coverage ratio of 1.6x
- A minimum of 150 to 250 days of liquidity
- A long term objective debt to asset ratio of 50%
- Maintain stabilization funds as detailed in the “Stabilization Funds” section

Staff plans to phase in higher fixed components of base rates over time, utilizing widely accepted principles and practices to better reflect the fixed components of JEA’s electric system cost structure.

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return to maintain the system, the

necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

Gains realized from coordinated dispatch agreements will be allocated to base revenue, unless otherwise directed by the Board.

Fuel Charge

Structure

The Fuel Charge will be structured for full recovery of actual energy expenditures including direct fuel expenses, fuel procurement, fuel handling, residual disposal expense, less any proceeds from the sale of residuals, byproduct expenses directly utilized in managing the facilities used to prepare the byproduct for its final disposition, fuel hedging activities including gains and losses on settlement of fuel hedges, power purchase energy charges such as fuel, and renewable energy that is not considered generation available for JEA's current capacity plans.

The Fuel Charge structure shall also include recovery of prior positive or negative variances.

Pricing

The Fuel Charge will be set monthly. The Charge is based on the energy cost projection for the billing month to fully recover all expected fuel-related costs. Typically, any variance will be trued-up in the subsequent billing month. Should forecasted energy costs result in a Fuel Charge adjustment of greater than 20% or other certain circumstances should arise as determined by the CEO/Manager Director or designee, recovery of the true-up may be extended over a period of time.

Fuel and energy expenses not recovered by revenue within the month will be paid from unrestricted funds and result in a regulatory asset. Revenues in excess of fuel and energy expenses will result in a regulatory liability. Each month, management shall report the total fuel revenues, expenses and the resulting surplus or deficit. All authorized fuel-related costs shall be recovered through the Fuel Charge and funds collected in excess of authorized fuel-related costs shall be used to fund future fuel expenses or be refunded to customers.

Legacy Charges

The Residential Conservation charge & Environmental charge will be phased out, so that the Customer Benefit Programs & Environmental projects will be supported by various funding sources.

October 2022

VI. Water and Sewer System

Revenue requirements and rate design for the Water and Sewer System shall be constructed in the Base Rate.

Base Rate

Structure

The Base Rate for the Water and Sewer System shall be constructed in two major categories: monthly charges and initial charges, including capacity fees and line extension charges. Standard monthly charges will include two primary components: A fixed monthly charge and volume charges based on customer usage. The fixed charge is billed as a "Basic Monthly Charge" and the volume charges are billed as "Water Consumption Charges" and "Sewer Usage Charges".

Revenue requirements and rates will be using a rate of return as well as using depreciation expense as the capital recovery estimate to ensure the financial integrity of the Water and Sewer System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 1.8x, with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.0x
- A minimum of 100 days of liquidity
- A long-term objective of a maximum debt to asset ratio of 50%
- Maintain stabilization funds in the "Stabilization Funds" section

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return to maintain the system, the necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

The annual principal repayment requirements and contributions to the Renewal and Replacement Fund will be added to the non-capacity capital expenditure amount with the amount in excess of the annual depreciation expense included as an additional cost in setting rates. Capacity fee revenue will be used as an additional source of revenue in determining annual revenue requirements. Capacity fees to recover water, sewer and reclaimed water treatment facilities investment are established to recover 100% of the cost, including materials, of performing these services. These fees will be reviewed and if necessary, adjusted at least every three years. Capacity fees to recover the cost of off-site water and sewer line extensions

shall be established to recover:

- 75% master plan main extension attributed to general system growth, assessed on a per connection basis; and
- 100% main extension attributed to specific development, assessed to the developer in accordance with JEA's development policy.

On-site line extensions are the financial responsibility of the developer, builder, homeowner or business and shall be contributed to JEA at no charge to own, operate and maintain. JEA W/WW Cost Participation policy may provide opportunities for financial assistance.

Tap and meter fees will be established to recover 100% of the cost, including materials, of performing tap and meter services. These fees will be reviewed and, if necessary, adjusted at least every three years.

Staff will review with the Board of Directors the revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning.

Legacy Charges

Environmental charge will be phased out so that Environmental projects will be supported by various funding sources.

VII. Stabilization Funds

The Board authorizes the funding and utilization of certain Stabilization Funds within each of the Electric and Water and Sewer Systems. Deposits and withdrawals will be made into each of the funds as specifically described below, and are governed by both this Pricing Policy and JEA's Bond Resolutions. The Stabilization Funds described below have a specific funding source which is approved by the Board, and the uses of funds are also approved by the Board. Any excess amounts remaining after the funding target is met and expenses are paid are refunded back to customers.

Customer Benefit Stabilization Fund

Funding and Authorization

As the Residential Conservation Charge is being discontinued, no additional funding will be added.

Allowable Uses

Withdrawals from the Customer Benefit Stabilization Fund are limited to amounts representing charges to the applicable "Customer Benefit" cost centers, which represent Customer Benefit programs approved annually by the Board. Once the fund has been depleted, it will be discontinued.

Excess Funds

Funds collected in excess of the approved Customer Benefit programs shall be used to fund future program expenses or be refunded to customers.

Electric System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Electric System Environmental Stabilization Fund will be made from the Revenue Fund as needed.

Allowable Uses

Withdrawals from the Electric System Environmental Stabilization Fund are limited to environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Water and Sewer System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Water and Sewer System Environmental Stabilization Fund will be made from the Revenue Fund as needed.

Allowable Uses

Withdrawals from the Water and Sewer System Environmental Stabilization Fund are limited to environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Non-Fuel Purchased Power (NFPP) Stabilization Fund

Target Balance

There is no required minimum balance. The objective is to assist in the timing of non-fuel purchased power expenses.

Funding and Authorization

Deposits to the NFPP Stabilization Fund are for amounts associated with any non-fuel purchased power. The Board will determine as part of the Budget approval process or periodically throughout the year the amount to include in rates that will be deposited into the NFPP Stabilization Fund.

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Allowable Uses

Withdrawals from the NFPP Stabilization Fund may be made to reimburse any non-fuel purchased power expenses at the discretion of CEO/Managing Director or designee.

Excess Funds

Funds collected in excess shall be used to fund future non-fuel purchased power expenses or be refunded to customers.

Health Self-Insurance Reserve

Target Balance

The target size of this reserve is based on regulatory requirements, market conditions and risk management experience, along with input from the Department of Insurance, the regulatory body responsible for oversight of all self-insurance health and medical plans.

The objective is to maintain appropriate reserves and to ensure the long-term viability of the organization and the sustainability of the self-insurance health programs. Rule 69O-149.053, Florida Administrative Code requires that JEA maintain a minimum surplus reserve of 60 days over and above the amount needed for the Plan's claim liability to cover costs associated with unexpected claims.

Funding and Authorization

JEA has established, from operating revenues, an internally designated "Health Self-Insurance Fund" to cover reserve requirements for its self-insurance health program. Reserve requirements will be reviewed and approved by the Board annually. The Board, as part of the Budget approval process, will approve amounts to be collected in rates that include both the current anticipated cost less amounts approved to be contributed by employees as well as amounts to maintain an adequate reserve for future costs.

Allowable Uses:

The amounts approved for recovery from the employees will be used to reduce the annual cost. Any costs in excess of revenues collected will be included in rates at the direction of the Board in a future period.

Excess Funds

Any amount over the required reserve requirement will be used to reduce future costs included in rates or will be refunded to the employee through premium holidays as approved by the Board.

VIII. Policy Exceptions

Any pricing activity determined to be in conflict with this Policy will be brought to the Board of Directors for review and approval prior to adoption and resulting metrics will be reported on an annual basis within the long term financial planning.

October 2022

IX. Effective Date

This Pricing Policy became effective October 1, 2005 (originally called “Pricing Philosophy”). This revision will become effective on the date on which it is adopted by the full Board effective October 1, 2022.

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Pricing Policy

I. Scope

This Pricing Policy is intended to provide broad guidance and to facilitate the management, control and oversight of JEA's pricing structure. Its primary goal is to establish revenue requirements to fully recover the costs necessary to operate and maintain the utility, consistent with its mission, through fair and equitable pricing. This includes sufficient revenue for required transfers to the City, depreciation expense, and balance sheet liquidity. The total revenue requirement of each system must be sufficient to ensure the financial integrity of the ~~utility, including recovery of debt service, sufficient revenue to meet renewal and replacement fund requirements, and maintenance of~~ utility using depreciation expense and rate of return to maintain key financial metrics. It recognizes the operational challenges of managing dynamic businesses with major cost drivers such as significant regulatory reform~~,~~ as well as fuel ~~and debt service,~~ which are dependent on global market conditions. The Pricing Policy contains the guiding parameters that JEA utilizes to develop its financial reporting, ratemaking, budget, and financial projections.

The Board is JEA's independent body responsible for setting rates. As part of this responsibility, the Board acknowledges that the rate setting policy and practices utilized will govern JEA's accounting under current generally accepted accounting principles, meaning that rate actions by the Board will impact when certain costs and revenues are recognized for financial statement purposes. This policy formalizes the rate philosophy utilized in prior years and codifies policy changes required for the implementation of regulatory accounting beginning with FY2015, including the change in rate setting methodology from Cash Basis to Utility Basis.

II. Goal and Objectives

JEA's pricing shall be managed with an overall philosophy to provide advantages of a community-owned utility by delivering high quality, reliable and exceptional service at fair and competitive rates. JEA will exhaust all other net revenue improvement opportunities before recommending any price increases. JEA will develop a price structure that is based on cost of service and allocates costs to appropriate customer classes based on the cost to serve each class. Pricing shall be sufficient, predictable, consistent, understandable, fair, equitable, non-discriminatory and relatively easy to administer. A comprehensive cost of service study will be performed at a minimum of every five years to support that the rates charged by class are based on cost.

III. Responsibility for Pricing Policy

The overall Pricing Policy is approved by the JEA Board of Directors and implemented by the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff. Annually, the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff ~~during the development of the Five Year Financial Projection that is provided to the credit rating agencies, the CEO, Chief Operating Officer (COO),~~

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~~CFO, Chief Customer Officer (CCO), Vice President/General Manager Water Wastewater Systems, and Vice President/General Manager Electric~~

IV. Authorization

The JEA Board of Directors is independent from JEA management and has the power to fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend the same from time to time.

Although JEA is a non-jurisdictional entity, Tariffs approved by the Board of Directors are filed with the Public Service Commission for information and review. The Florida Public Service Commission (FPSC) does not regulate the revenue requirement of municipal utilities, yet pursuant to Section 366.04 (2), Florida Statues, the FPSC has jurisdiction to review a rate structure for municipal utilities.

V. Electric System

Revenue requirements and rate design for the Electric System shall be constructed in ~~three~~ two major categories: Base Rate~~,~~ and Fuel Charge~~, and Environmental Charge~~.

Base Rate

Structure

The Base Rate will be structured with two major components: a fixed monthly charge and consumption charges. The fixed charge is billed as a "Basic Monthly Charge" and the consumption charges are billed as "Energy Charge," ~~"Residential Conservation Charge,"~~ "*Demand Charge*," and "*Excess kVar Charge.*" (Italicized charges apply to commercial or industrial customers only, and do not appear on typical residential bills.) Revenue requirements and rates will be set using a rate of return as well as using depreciation expense as the capital recovery estimate ~~but must also~~to ensure the financial integrity of the Electric System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 2.2x, (with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.5x)
- A minimum annual fixed charge coverage ratio of 1.6x
- A minimum of 150 to 250 days of liquidity
- A long term objective~~Continue to move towards a maximum~~ debt to asset ratio of ~~60~~50%
- Maintain stabilization funds as detailed in the "Stabilization Funds" section

Staff plans to phase in higher fixed components of base rates over time, utilizing widely accepted principles and practices to better reflect the fixed components of JEA's electric system cost structure.

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, ~~capital required~~and rate of return to maintain the system, the

necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of ~~the Five Year Projection (as outlined in the "Five Year Projection" section)~~long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

Gains realized from coordinated dispatch agreements will be allocated to base revenue, unless otherwise directed by the Board.

Fuel Charge

Structure

The Fuel Charge will be structured for full recovery of actual energy expenditures including direct fuel expenses, fuel procurement, fuel handling, residual disposal expense, less any proceeds from the sale of residuals, byproduct expenses directly utilized in managing the facilities used to prepare the byproduct for its final disposition, fuel hedging activities including gains and losses on settlement of fuel hedges, power purchase energy charges such as fuel, and renewable energy that is not considered generation available for JEA's current capacity plans.

The Fuel Charge structure shall also include recovery of prior positive or negative variances.

Pricing

The Fuel Charge will be set monthly. The Charge is based on the energy cost projection for the billing month to fully recover all expected fuel-related costs. Typically, ~~A~~any variance will be trued-up in the subsequent billing month. Should forecasted energy costs result in a Fuel Charge adjustment of greater than 20% or other certain circumstances should arise as determined by the CEO/Manager Director or designee, recovery of the true-up may be extended over a period of time ~~as determined by the CEO/Managing Director or designee~~.

Fuel and energy expenses not recovered by revenue within the month will be paid from unrestricted funds and result in a regulatory asset. Revenues in excess of fuel and energy expenses will result in a regulatory liability. Each month, management shall report the total fuel revenues, expenses and the resulting surplus or deficit. All authorized fuel-related costs shall be recovered through the Fuel Charge and funds collected in excess of authorized fuel-related costs shall be used to fund future fuel expenses or be refunded to customers.

~~Should funds be available in the legacy Fuel Stabilization Fund during the transition from an annual Fuel Charge adjustment to a monthly Fuel Charge~~

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~~adjustment, the funds will be utilized to mitigate Fuel Charge increases to the customer until the fund is depleted.~~

Legacy Charges

The Residential Conservation charge & Environmental charge will be phased out, so that the Customer Benefit Programs & Environmental projects will be supported by various funding sources.

~~Environmental Charge~~

~~Structure~~

~~The Environmental Charge is applied to all kWh consumption and structured to provide funding for major specific environmental and regulatory program needs.~~

~~Pricing~~

~~The Environmental Charge is designed to recover from customers costs of environmental remediation, environmental projects and compliance with new and existing environmental regulations, excluding the amount already collected in the Environmental Liability Reserve. Applicable use of funds is described in the "Stabilization Funds" section.~~

~~Annually the Board will review and approve the operating, maintenance and capital costs of projects to be included in determining the Environmental Charge for that year. For capital projects funded from sources other than the environmental charge revenues, the Board will determine an appropriate method including recovery period for including these costs in the determination of the Environmental Charge. The revenues collected will be used to reimburse the fund that provided the original funding. Methods used for recovery can include amortization over a relatively short period of time, depreciation expense and related carrying charge of the related asset or other reasonable methods.~~

~~Any revenues collected in excess of costs in any period will be used to fund operating and capital costs of approved projects in the future.~~

~~The amounts collected from the Environmental Charge will be accounted for in the Electric System Environmental Stabilization Fund. Amounts collected for future environmental capital projects are transferred from the Electric System Environmental Rate Stabilization Fund to the Environmental Capital Fund.~~

Water and Sewer System

Revenue requirements and rate design for the Water and Sewer System shall be constructed in the ~~two major categories:~~ Base Rate ~~and Environmental Charge~~.

Base Rate

Structure

~~Revenue and rate design~~The Base Rate for the Water and Sewer System shall be constructed in two major categories: monthly charges and initial charges, including capacity fees and ~~main~~ line extension ~~fees~~charges. Standard monthly charges will include two primary components: A fixed monthly charge and volume charges based on customer usage. The fixed charge is billed as a "Basic Monthly Charge" and the volume charges are billed as "Water Consumption Charges" and "Sewer Usage Charges".

Revenue requirements and rates will be using a rate of return as well as ~~set~~ using depreciation expense as the capital recovery estimate ~~but must also~~to ensure the financial integrity of the Water and Sewer System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 1.8x, with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.0x
- A minimum of 100 days of liquidity
- A long-term objective of a maximum debt to asset ratio of 50%
- Maintain stabilization funds in the "Stabilization Funds" section.

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return ~~capital required~~ to maintain the system, the necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning~~the Five Year Projection (as outlined in the "Five Year Projection" section)~~. Recurring capital ~~not recovered via the Environmental Charge~~ will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

The annual principal repayment requirements and contributions to the Renewal and Replacement Fund will be added to the non-capacity capital expenditure amount with the amount in excess of the annual depreciation expense included as an additional cost in setting rates. Capacity fee revenue will be used as an additional source of revenue in determining annual revenue requirements.

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Capacity fees to recover water, sewer and reclaimed water treatment facilities investment are established to recover 100% of the cost, including materials, of performing these services. These fees will be reviewed and if necessary, adjusted at least every three years. Capacity fees to recover the cost of off-site water and sewer line extensions shall be established to recover:

- 75% master plan main extension attributed to general system growth, assessed on a per connection basis; and
- 100% main extension attributed to specific development, assessed to the developer in accordance with JEA's development policy.

On-site line extensions ~~have been and will remain~~are the financial responsibility of the developer, builder, homeowner or business and shall be contributed to JEA at no charge to own, operate and maintain. JEA W/WW Cost Participation policy may provide opportunities for financial assistance.

Tap and meter fees will be established to recover 100% of the cost, including materials, of performing tap and meter services. These fees will be reviewed and, if necessary, adjusted at least every three years.

Staff will review with the Board of Directors the revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning.~~Five Year Projection/Rating Agency cycle.~~

Legacy Charges

Environmental charge will be phased out so that Environmental projects will be supported by various funding sources.

~~Environmental Charge~~

~~Structure~~

~~The Environmental Charge is applied to all kgal sales and structured to provide funding for major specific environmental and regulatory program needs.~~

~~Pricing~~

~~The Environmental Charge is designed to recover from customers costs of environmental remediation, environmental projects and compliance with new and existing environmental regulations. Applicable use of funds is described in the "Stabilization Funds" section.~~

~~Annually the Board will review and approve the operating, maintenance and capital costs of projects to be included in determining the Environmental Charge for that year. For capital projects funded from sources other than the environmental charge revenues, the Board will determine an appropriate method including recovery period for including these costs in the determination of the Environmental Charge. The revenues collected will be used to reimburse the fund that provided the original funding. Methods used for recovery can include amortization over a relatively short period of time, depreciation expense and related carrying charge of the related asset or other reasonable methods.~~

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~~Any revenues collected in excess of costs in any period will be used to fund operating and capital costs of approved projects in the future.~~

~~The amounts collected from the Environmental Charge will be accounted for in the Water and Sewer System Environmental Stabilization Fund. Amounts collected for future environmental capital projects are transferred from the Water and Sewer System Environmental Rate Stabilization Fund to the Environmental Capital Fund.~~

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~~**Five Year Projection**~~

~~Staff will prepare a Five Year Projection annually that will be presented to Board of Directors and Rating Agencies. The Five Year Projection will address the status of the current pricing and forecasted cost-based revenue requirements.~~

~~The annual budgeting process will be used to project the cost-based revenue requirements and suggested pricing for the next fiscal year. Thereafter, factors to be considered in the projections include:~~

- ~~Required revenue and resulting rates~~
- ~~The forecast of unit sales~~
- ~~Projected fuel and purchased power costs~~
- ~~Projected non-fuel purchased power costs~~
- ~~Projected operating and maintenance costs~~
- ~~Contribution to the City General Fund~~
- ~~Renewal and Replacement Deposit~~
- ~~Amortization of regulatory assets and liabilities including gains and losses on debt refinancing, debt issue costs and other items approved by the Board~~
- ~~Desired level of operating capital outlay~~
- ~~Projected depreciation expense~~
- ~~Desired debt service coverage, liquidity, and debt to asset levels consistent with a highly rated electric and water and sewer utilities~~
- ~~Analysis of costs and revenue of any special charges for programs adopted by JEA and approved by the Board~~

~~XXXIX.~~VII. Stabilization Funds

The Board authorizes the funding and utilization of certain Stabilization Funds within each of the Electric and Water and Sewer Systems. Deposits and withdrawals will be made into each of the funds as specifically described below, and are governed by both this Pricing Policy and JEA's Bond Resolutions. The Stabilization Funds described below have a specific funding source which is approved by the Board, and the uses of funds ~~which~~ are also approved by the Board. Any excess amounts remaining after the funding target is met and expenses are paid are refunded back to customers.

Customer Benefit Stabilization Fund

Funding and Authorization

As the ~~Deposits to the Customer Benefit Stabilization Fund are made for amounts representing the~~ Residential Conservation Charge is being discontinued, no additional funding will be added. ~~to the customer ($0.01 per kWh over 2,750 kWh) and the Customer Benefit Revenue Allocation (up to $0.50 per 1,000 kWh) during the course of the fiscal year. The Residential Conservation Charge revenues are direct collections from customers based on sales. The Customer Benefit Revenue Allocation is approved by the Board in connection with the annual Budget process.~~

Allowable Uses

Withdrawals from the Customer Benefit Stabilization Fund are limited to amounts representing charges to the applicable "Customer Benefit" ~~expense types~~cost centers, which represent Customer Benefit programs approved annually by the

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Board. Once the fund has been depleted, it will be discontinued. ~~Amounts withdrawn from the Customer Benefit Stabilization Fund will first be funded by the Residential Conservation Charge ($0.01 per kWh over 2,750 kWh) and the remaining funded by the Customer Benefit Revenue Allocation (up to $0.50 per 1,000 kWh). Any costs not recovered in the current year will be collected in future years through the Residential Conservation Charge and the Customer Benefit Revenue Allocation.~~

Excess Funds

Funds collected in excess of the approved Customer Benefit programs shall be used to fund future program expenses or be refunded to customers.

Electric System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Electric System Environmental Stabilization Fund will be made from the Revenue Fund as needed. ~~are made for amounts collected from the Environmental Charge to the customer. The Environmental Charge will be set each year to recover the costs of approved projects. Any shortfalls will be included as a cost in determining the Environmental Charge.~~

Allowable Uses

Withdrawals from the Electric System Environmental Stabilization Fund are limited to ~~potential~~ environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete. ~~, and may include initiatives such as the cost of acquisition of renewable energy capacity. Costs directly required to operate and maintain the environmentally driven or regulatory required assets can also be funded from this revenue source.~~

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Water and Sewer System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Water and Sewer System Environmental Stabilization Fund will be made from the Revenue Fund as needed. ~~are made for amounts collected from the Environmental Charge to the customer. The Environmental Charge will be set each year to recover the costs of approved projects. Any shortfalls will be included as a cost in determining the Environmental Charge.~~

Allowable Uses

Withdrawals from the Water and Sewer System Environmental Stabilization Fund are limited to ~~major~~ environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete ~~and regulatory program needs. Capital costs include those costs associated with specific environmental or regulatory requirements. Costs directly required to operate and maintain the environmentally driven or regulatory required assets can also be funded from this revenue source. The Environmental Charge revenue may also be used for JEA's cost participation with the City of Jacksonville septic tank phase-out program, including a waiver of sewer and main extension fees, or for well mitigation. Additionally, the~~

~~Environmental Charge revenue may be used for Customer Benefit programs supporting the Consumptive Use Permit objective to reduce JEA's demand on the Florida Aquifer.~~

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Non-Fuel Purchased Power (NFPP) Stabilization Fund

Target Balance

~~Initially, the total projected principal payments incurred by MEAG for the Vogtle Units 3 and 4 Purchased Power Agreement prior to the operating date of each unit.~~There is n~~N~~o required minimum balance. ~~-~~The objective is to assist in the timing of non-fuel purchased power expenses.

Funding and Authorization

Deposits to the NFPP Stabilization Fund are for amounts associated with any non-fuel purchased power. The Board will determine as part of the Budget approval process or periodically throughout the year the amount to include in rates that will be deposited into the NFPP Stabilization Fund.

Allowable Uses

Withdrawals from the NFPP Stabilization Fund ~~can~~may be made ~~are~~ to reimburse any non-fuel purchased power expenses ~~associated with Plant~~ at the discretion of CEO/Managing Director or designee.

Excess Funds

Funds collected in excess shall be used to fund future non-fuel purchased power expenses or be refunded to customers.

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Health Self-Insurance Reserve

Target Balance

The target size of this reserve is based on regulatory requirements, market conditions and risk management experience, along with input from the Department of Insurance, the regulatory body responsible for oversight of all self-insurance health and medical plans.

The objective is to maintain appropriate reserves and to ensure the long-term viability of the organization and the sustainability of the self-insurance health programs. Rule 69O-149.053, Florida Administrative Code requires that JEA maintain a minimum surplus reserve of 60 days over and above the amount needed for the Plan's claim liability to cover costs associated with unexpected claims.

Funding and Authorization

JEA has established, from operating revenues, an internally designated "Health Self-Insurance Fund" to cover reserve requirements for its self-insurance health program. Reserve requirements will be reviewed and approved by the Board annually. The Board, as part of the Budget approval process, will approve amounts to be collected in rates that include both the current anticipated cost less amounts approved to be contributed by employees as well as amounts to maintain an adequate reserve for future costs.

Allowable Uses:

The amounts approved for recovery from the employees will be used to reduce the annual cost. Any costs in excess of revenues collected will be included in rates at the direction of the Board in a future period.

Excess Funds

Any amount over the required reserve requirement will be used to reduce future costs included in rates or will be refunded to the employee through premium holidays as approved by the Board.

~~XLII.~~VIII. Policy Exceptions

Any pricing activity determined to be in conflict with this Policy will be brought to the Board of Directors for review and approval prior to ~~adoption, and~~adoption and resulting metrics will be reported on an annual basis within the ~~Five Year Projection~~long term financial planning.

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~~XLIII.~~IX. Effective Date

This Pricing Policy became effective October 1, 2005 (originally called “Pricing Philosophy”). This revision will become effective on the date on which it is adopted by the full Board effective ~~November~~ ~~August~~ October 1, 202~~1~~2.

October 2022

BOARD RESOLUTION: 2022-16
September 20, 2022

A RESOLUTION BY THE BOARD APPOINTING DR. EDYTHE M. ABDULLAH TO THE CIVIL SERVICE BOARD FOR AN INITIAL THREE-YEAR TERM SUBJECT TO CITY COUNCIL CONFIRMATION

WHEREAS, Article 17 of the Charter of the City of Jacksonville (the Charter) establishes a civil service system for employees of the City of Jacksonville's consolidated government; and

WHEREAS, Section 17.02 of the Charter creates the Civil Service Board (CSB) and provides that JEA shall appoint two members to the CSB; and

WHEREAS, there is presently a vacancy in one of JEA's appointed CSB positions; and

WHEREAS, the Board finds that Dr. Edythe M. Abdullah is qualified to serve on the CSB and desires to appoint Ms. Abdullah to the vacant JEA CSB position.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.

2. The Board hereby appoints Dr. Edythe M. Abdullah to serve on the City of Jacksonville Civil Service Board for a three-year term, effective upon confirmation of the appointment by the Jacksonville City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change to tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Edythe M. Abdullah, J.D. August 31, 2022

Bio

Dr. Abdullah has 35 years of experience in higher education. Edythe is Dean of Continuing Education, a university auxiliary. Prior to her position at UNF Dr. Edythe M. Abdullah was President of Essex County College (ECC), in New Jersey and Campus President of the Downtown Campus of Florida State College Jacksonville. Most of her higher education experience has been in credit and noncredit workforce development and as such was recognized in the Congressional Record for her contributions in the field. In addition to her duties as dean, she manages the Osprey Pals program and serves on the UNF Commission of Diversity and Inclusion. Dr. Abdullah was a member of the UNF Board of Trustees between 2003 and 2010. Currently, she serves on the World Affairs Council Advisory Board, various industry associations and as a Jacksonville Chamber Trustee and Council member. She holds a Juris Doctor degree from the University of Florida and earned her bachelor's degree from Valparaiso University. She also holds a Leadership Certificate in the Management of Lifelong Education from Harvard University and was a Kellogg Fellow.

CURRICULUM VITAE

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Jacksonville, Florida 32226
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Home (904) 253 3442
Cell (904) 534 6358

EDUCATION

University of Florida, Holland Law Center
Gainesville, Florida
Juris Doctor

Valparaiso University
Valparaiso, Indiana
Bachelor of Arts, Religious Studies and Bachelor of Arts, Speech and Drama

Additional Professional Education and Training

University Professional and Continuing Education Association Certification: The Entrepreneurial Imperative
Online 2021

League for Innovation in Community Colleges and the University of Texas at Austin: Expanding Leadership Diversity in Community Colleges
Mission Viejo, California
Kellogg Fellowship, 1995

Florida Community College at Jacksonville, Women and Minority Leadership Program
Jacksonville, Florida
Senior Leader-In-Training Certificate, 1994

Harvard University, Institute for the Management of Lifelong Education
Cambridge, Massachusetts
Leadership Certificate, 1988

PROFESSIONAL EXPERIENCE

Dean, Continuing Education, University of North Florida, 2015 to Present

Reports to the University Provost for Academic Affairs. Responsible for the administration, restructuring, revitalization and net revenue generation of the Division of Continuing Education.

- Active JAX Chamber Trustee, JAXUSA Partnership member; serves on the city's Business Development and Transportation and Logistics committees; is a member of the Clay and St. Johns County Chambers of Commerce; as well as member of various other association groups

- Successfully returned the Division to a positive net revenue auxiliary of the University in 14 months
- Instituted process improvement forums for the Division to support strategic and tactical planning
- Instituted new accountability standards and monthly measures for revenue generation, active/inactive program review process and program development procedure
- Paid the 2015/16 revenue deficit ($440,000) and instituted policies and practices that respond to the Division's audit report
- Increased donor contributions
- Developing on-going collaborative ventures with College Deans to enhance the university and the Division's regional and potentially national relevance to economic development
- Increased by business contracts and partnerships by 300%

Special Advisor to the President, University of North Florida, 2013 to 2015

Reported to the University President and worked collaboratively with the Chief of Staff and other executive leadership, faculty, and staff, as well as regional education, community, and governmental or regulatory agencies to research, develop, and implement transformative initiatives that support the strategic goals of the University of North Florida (UNF). Emphasis was on implementing outcomes-driven projects that support UNF's mission, vision and strategic plan to provide extraordinary undergraduate and graduate education to more than 16,000 students.

- Led the Inclusive Excellence initiative by:
    - analyzing trend data;
    - developing, disseminating and analyzing the UNF Climate Survey on Race and Ethnicity for faculty, staff and students;
    - hosting consultants and sharing contemporary groundwork on diversity and inclusion;
    - developing and implementing professional development for faculty, deans, and department chairs; and,
    - collecting model blueprints of faculty mentoring programs for a 2015 design and implementation
    - implementing the Diverse Faculty Candidate Pool pilot initiative with Academic Affairs
    - implementing a minority faculty learning community called Noodles and Networking

- Led a collaboration between UNF, the JAX Chamber College Access Network, Jacksonville Public for Education Fund, regional universities, colleges and school districts in conceptualizing a FIPSE, First in The World grant to design and implement a borderless community-wide predictive analytics database and college and career readiness consortium
- Spearheaded, conceptualized, and published a white paper on strengthening state college transfer initiatives for the University President
- Researched and provided advice and counsel on innovative and collaborative dual enrollment best practices between universities, state colleges and school districts
- Served as the President's representative and liaison to community agencies and associations related to assigned projects

- Served on the Vice Presidents' Council, charged with making decisions regarding current and future university policies, procedures, and operations
- Acted as the President's liaison to the Center for Urban Education and Policy and Commission on Diversity and Inclusion – currently assigned as Chair of the Commission.

College President, Essex County College, Newark, New Jersey, 2010 to 2013

Led, supervised and managed a multi-campus county college serving 28,000 credit and non-credit students in Essex County, New Jersey. Responsible for oversight of facilities, finance, foundation and fundraising efforts, instructional programs, student affairs and activities, legislative advocacy, community, county, state, and federal relationships, and partnerships, as well as preparation for Middle States Association of Colleges and Schools reaffirmation. Reported directly to the Board of Trustees.

- Increased, in a three-year period, the College's student graduation rate by 5 percent and retention rate by 2 percent, as well as reduced the transfer before degree completion rate by 1.7 percent
- Held student tuition and fees flat for three years in a row, while increasing investments in teaching, learning and student support
- Led college through Middle States Association of Colleges and Schools reaffirmation in less than two years
- Restructured the College's organizational structure, budgeting processes and use of technology increasing effectiveness and efficiency using data dashboards, redistribution of funds, and objectives-driven funding
- Secured $18,000,000 in capital funding for new facilities and renovations, and infrastructure enhancements
- Led the adoption of online instruction, at Essex and 10 other colleges in New Jersey
- Developed a relationship with Columbia University to implement the Workforce Opportunity Services articulation and support services program
- Developed a partnership with Berkeley College that secured transfer scholarships of any graduating student who met enrollment eligibility criteria; 25 scholarships were awarded in 2013
- Implemented a measurable outcomes accountability template, institutional effectiveness metric and dashboard, an Appreciative Inquiry strategic planning process, an objective(s) driven budget development process, and a college branding initiative
- Established successful legislative, governmental, business and community relationships, including service on several industry boards that led to the establishment of new programs and being appointed President of the Consortium for Higher Education in Newark (CHEN) in January of 2013
- Restructured the College's Foundation and its staff support to better secure donations and provide information to donors
- Established a Student Success Center, Faculty Assessment Center, Faculty Technology Resource Center, FT/PT faculty professional development fund, and conceptual and facilities plan for a Student Learning Commons
- Oversaw a College operational budget of more than $65,000,000 and reserves exceeding $27,000,000
- Supervised more than 1,800 staff and faculty; including 135 full time faculty, 510 part time faculty and 11 administrative direct reports

- Established a High School Need-Based Scholars program with every high school in the County awarding more than $750,000 in the first year

Florida State College of Jacksonville, 1985 to 2010

Over a period of 25 years, I held progressively more responsible and complex positions as the institution evolved from a junior college, to a community college and finally a state college.

Campus President, Downtown Campus, 2001 to 2010

Responsible for the supervision and management of a multi-building campus, development and implementation of instructional programs and student services and the development and facilitation of national, state, and local relationships with community, governmental, educational, and business entities. Worked in collaboration with the College President and other executive leadership.

- Led a city, community, and college leadership team to secure a Gates Foundation and National League of Cities, Communities Learning in Partnership grant for $250,000
- Secured more than $4 million in Foundation and in-kind contributions annually
- Secured more grants than four FSCJ campuses combined with the highest year total of $5.6 million in 2008-09
- Increased Campus FTE consistently over a nine-year period with the highest increase of 10% in 2008-09
- Developed productive instructional partnerships with local, state, national and international businesses and agencies such as, Coggin Automotive, Merrill Lynch, Swisher, Vistakon, Operation New Hope, CSX, U.S. Department of Labor, regional workforce boards, City of Jacksonville, Chamber of Commerce, National Home Builders Association, National Manufacturers Association, CISCO, and Jobs for Florida and America's Graduates
- Led the capital request, secured matching industry funds, designed and constructed the Advanced Technology Center, a high-tech and hands-on instructional facility dedicated to information technology (networking ad cyber security), advanced manufacturing, transportation technology, and biotechnology education and training
- Oversaw the development of new instructional initiatives and the inactivation of non-responsive programs in continuing education, credit and non-credit departments
- Supervised the instructional programs and student services for more than 11,000 credit students and 10,000 non-credit students from more than 110 countries
- Led the renovation of three buildings, all campus classrooms, as well as securing partnership funds ($500,000) and in-kind contributions necessary to repurpose a building that became the DuPont, Toyota and Lexus Automotive Training Center
- Developed and implemented the Pathways Academy, a Southern Association of Colleges and Schools accredited with commendations dropout retrieval charter high school
- Developed three bachelor's degree programs; Networking, Early Childhood Education and Biotechnology as well as the Educator Preparation Institute certificate
- Led the College-wide Task Force for the improvement of data accuracy and timeliness of state reports, as well as other special assignments from the College President
- Oversaw a budget exceeding $10,000,000

- Supervised more than 850 staff and faculty including 65 full time faculty, 375 part time faculty and 9 direct administrative reports
- Managed security services and facilities maintenance for the Downtown Campus buildings, Administrative Offices, Main Street facilities, and Urban Resource Center
- Established a Summer Intervention Program with Bethel Baptist Institutional Church, Duval County Public Schools, and the Regional Workforce Board, providing high school courses to approximately 600 high school students every summer and facilitating more than 4,500 on time high school graduates over 10 years

Associate Vice President of Workforce Development and Adult Education, 1999 to 2001

Responsible for the college-wide development and coordination of workforce development and adult education programs including associate in science and associate in applied science degrees, college credit certificates, career and industry certificates, as well as English for speakers of other languages and continuing education programs. Additionally, supervised the college-wide assessment and certification centers and curriculum services department.

- Served on the statewide taskforce that analyzed Florida's Performance Based Funding legislation for workforce programs in community colleges and technical schools and led the development of the implementation plan for adult education and postsecondary certification programs
- Reorganized college workforce programs to comply with new workforce development performance funding legislation
- Redesigned the processes, procedures, and organizational structure for college-wide assessment services to create campus assessment and certification centers
- Led the development of a workforce development facilities Master Plan for renovations and new buildings at four campuses
- Coordinated the development of 25 new credit and non-credit workforce development degrees, certificates and industry certification programs including internet technology, networking, transportation and logistics, and aviation
- Assigned to facilitate the development and implementation of more than 78 college strategic initiatives; 50 of which were new instructional programs to evaluate for development
- Restructured the institution's Continuing Workforce Education (CWE), Lifelong Learning and Adult Education policies, procedures, and operations to increase productivity, revenues and their strategic and tactical advantage in the community.
- Negotiated with the State Workforce Board, Florida Home Builders Association, Apprenticeship Associations and legislators to receive $500,000 in funding to establish the Institute for Applied Technology in Construction Excellence
- Renegotiated numerous instructional contracts with Duval County School Board, including the dual enrollment, facilities usage, subcontracts for grants and professional development for high school instructors resulting in dual enrollment registrations doubling student success rates rising by 35 percent, and College costs declining by 9%
- Served on state, regional, and local boards and associations representing the interests of the College, such as National Association of Manufacturers, National Coalition of Advanced Technology Centers, and Florida's Council on Instructional Affairs

- Managed the distribution of $1,750,000 in Perkins funding and performance based incentive grants
- Led the development of Capitalization Incentive Grants, that were state grants approved by the College and submitted for additional funding to achieve critical workforce development initiatives; first year grant yield totaled more than $2.5 million
- Served as Chair of the Instructional Affairs Council, comprised of liberal arts and sciences and workforce deans who recommended policies, procedures, and operational changes and the resolution of college-wide instructional program concerns to the College President
- Led the development of Tech Prep and Career Academy initiatives with the local school districts establishing three career academies in one year
- Coordinated the Academic Program Evaluation and College Program Revitalization process including the development of the computer-based programs to track instructional programs' performance
- Led the revision and publication of the faculty certification handbook and curriculum services processes in preparation for SACS reaffirmation
- Managed College and grant budgets more than $3.5 million

Interim Associate Vice President of Program Development and Support, 1998 to 1999

Held interim responsibility for the college-wide supervision and coordination of all instructional degrees, certificates and non-credit programs, as well as the supervision of curriculum and resource development, institutional research, and assessment services. For nine months, I served as Interim Chief Academic Officer.

Dean of Instruction for Program Development, 1994 to 1998

Responsible for the successful development and implementation of curriculum, grants, articulation agreements, and special projects for Adult Education, career and vocational training, and college credit programs. Additionally, I represented the College on statewide committees and in high-level collaborations with the legislature, school districts, the Division of Community College's Council on Instructional Affairs, Department of Education, U.S. Dept. of Labor, regional workforce boards, and state, city and community leaders. Served as Chair of the Department Chairs' Council who made procedural and instructional recommendations to the Campus Presidents and Executive Vice President.

Special Assistant to the President, 1995

In addition to Dean of Instruction responsibilities, served as Special Assistant to the College President as a League for Innovation in Community College, Kellogg Fellow. Responsible for research and policy and procedural developments that led to various outcomes, such as completion of several papers on diversity and inclusion and workforce development and chaired and presented quantitative and qualitative conclusions of the college-wide Task Force on Equal Treatment and on workforce development challenges to the League for Innovation in Community Colleges, State Board of Community Colleges' Council on Instructional Affairs, College President's Cabinet and District Board of Trustees. My activities led to redistribution of funds, policy changes, and new professional development programs.

Assistant Instructional Dean, Adult Instruction and Program Development, 1989 to 1994

Responsible for the development and implementation of Adult Basic Education, General Education Development Diploma, Adult High School, English for speakers of other languages Self-Supporting and Senior Adult programs. Supervised 15 full time and 350 part time faculty and more than $6 million in

College and grants funds. Led the development of traditional and specialized curriculum for businesses, industry associations and unique student populations. Facilitated the integration of innovative instructional methods and a new student success tracking system that supported increased student achievement. Additionally, represented the College on local and state boards, consortiums, and councils, as well as participated in public relations activities. Developed and awarded $2.5 million in federal grants for workplace literacy and prison literacy.

Assistant Instructional Dean, Open Campus, 1986 to 1989

Responsible for the development and implementation of continuing education programs including the Women's Center initiatives, lifelong learning programs, and the senior adult program serving more than 15,000 students in 210 locations throughout the region. Built collaborative relationships with Duval and Nassau County School Boards, community agencies, City of Jacksonville, and businesses to provide continuing education courses on and off campus. Supervised 13 full time staff and more than 200 part time staff and faculty.

Advisor II, Office of Admissions and Student Aid, 1985 to 1986

Responsible for the design, implementation, and successful operation of programs that facilitated minority student enrollment and retention in collaboration with four campus counselors. Increased minority enrollment by 9 percent. Additionally, designed and implemented the College's Student Ambassadors program.

AWARDS AND RECOGNITIONS

- New Jersey Senate, Senate Citation and Recognition of outstanding leadership provided by New Jersey Women College Presidents, 2013
- Top Fifty Most Influential Blacks in New Jersey, in recognition of my impact on higher education in New Jersey, Black Villages Magazine, 2012
- Shirley Chisholm Award, in recognition of becoming the first Black female president of Essex County College, present by New Jersey State Assembly, 2011
- U.S. Congressional Record Citation from Congressman Donald Payne as first female president of Essex County College, 2011
- Trailblazer Award, in recognition of numerous successful community, business and higher education collaborations, Newark, NJ, 2010
- Alumni Achievement Award, in recognition of my success in higher education and national leadership, Valparaiso University Alumni Association, 2010
- Outstanding Contributions to Education Award, in recognition of community collaborations in support of the African American community, Phi Beta Sigma and Omega Psi Phi Fraternities, 2010
- Visionary Award, in recognition of the establishment of a community-based summer school for at-risk youth, Bethel Baptist Institutional Church Summer Intervention Program, 2006
- Regional Award for Excellence in Education, in recognition of service to the State in operationalizing performance based funding for workforce and adult education, Regional Legislative Council, 2006
- Exemplary Leader, National Council of Instructional Administrators, for the development and implementation of FSCJ's SACS QEP Plan Implementation, 2005
- Women of Distinction Award, Girls Scouts of America, Gateway Council, 2003

- Hall of Fame Inductee, in recognition of local, state and national leadership and advocacy for adult education, Florida Administrators of Adult and Community Education and the Adult and Community Educators of Florida, 1999
- Excellence in Lifelong Learning Award, Florida Association of Community Colleges, Continuing Education Commission; for older adult education program and the Student Success Tracking System, 1999
- ACENET Exemplary Program Award, Adult and Continuing Educator Network; for the development of the Student Success Tracking System, 1999
- National Alliance of Business Award for Excellence in Literacy Partnerships, 1998
- Black Achievers Award, for outstanding community service, YMCA 1993
- Leadership in Administrative Services, for service above and beyond my assigned job responsibilities, Florida Community College at Jacksonville, 1992
- Kellogg Foundation Grant to attend the Harvard University MLE program, 1988
- Leadership Jacksonville Alumni Scholarship, 1980

PROFESSIONAL MEMBERSHIPS AND CIVIC ACTIVITIES

Professional

- Member, JAX Chamber, Clay County Chamber and St. Johns County Chamber
- Member, First Coast Manufacturing Association
- Member, LERN
- Member, First Coast Science Academy Educational Advisory Council
- Newark Trust for Education, Board of Directors, 2013
- Member, New Jersey Manufacturing Executive Roundtable, 2012 - 2013
- Member, Newark Youth Policy, Mayor Booker appointee, Board of Directors, 2011 - 2013
- Member, Newark Regional Business Partnership, Board of Directors, 2011 - 2013
- Member and Marketing subcommittee co-chair, American Association of Community Colleges, Presidents Council 2011 - 2013
- Member, Newark and Essex County's Workforce Investment Boards, 2010 - 2013
- Member, Newark Regional Business Partnership, Board of Directors, 2010 - 2013
- Member, Newark Alliance, Board of Directors, 2010 - 2013
- President and council member, Council on Higher Education in Newark (CHEN), 2010 - 2013
- Member, Presidents' Board, New Jersey Council of County Colleges, 2010 – 2013
- Member, National Association for Equal Opportunity in Higher Education, 2010 - 2013
- Member, New Jersey's Presidents Council, 2010 - 2013
- Member, National Manufacturers Institute, Education Advisory Council, 2008 – 2010
- Member, Florida Association of Community Colleges, 1987 - 2010
- College liaison, National Alliance of Business, 2004
- Member and subcommittee chairperson, U.S. Department of Labor, Job Corps Advisory Committee, 2005 - 2007

- Member, National Coalition of Advanced Technology Centers, Presidents Advisory Council, 2007 – 2008
- College liaison, National Council of Instructional Administrators, 2002
- Subcommittee co-chair, Florida College System Council on Instructional Affairs (CIA), Council of Adult Education, 1999 -2001
- Member, National Center for Occupational Research and Development, Adult Pathways Advisory Council, 2000 - 2001
- Chairperson, Jacksonville Community Council Incorporated (JCCI), Regional Adult Literacy Study, 1999
- Chair, State Division of Community Colleges' Council on Instructional Affairs, Adult Education Performance-based Budgeting Measures State Task Force, 1998
- Chairperson, City of Jacksonville, Duval County Job Opportunity Board, 1996
- College liaison and consultant to State Legislative staff in drafting Florida WAGES legislation and implementation plan, 1996
- Member, American Bar Association, 1996 -1997
- Member, Florida Bar Association, 1996 – 2010
- Chair, FSCJ Equal Treatment Team (Diversity), 1995
- Chair, Council on Instructional Affairs, Adult Education subcommittee, 1995 – 1997
- College representative, Council on Instructional Affairs, Continuing Education/Standing Committee, Region II Representative 1994 - 1997
- Member and Treasurer, Adult and Community Educators of Florida, Board of Directors1993 - 1999
- Member, Chamber of Commerce, Workforce Preparation Community Board, 1992 - 1995
- Member, Adult and Community Educators of Florida, State Advisory Committee for the development of assessment for functional literacy education, 1992

Civic

- Executive Committee, Board of Directors, H.O.R.S.E. Therapies 2021
- Trustee, Jacksonville Chamber of Commerce, 2016 to present
- Education Chair, World Affairs Council, Jacksonville, FL, Board of Directors 2013 - 2021
- Member and prior board and committee chair Continental Societies Inc., Jacksonville Chapter, 1993 – 2015
- Member, Nine in 15 Steering Committee; a group that encourages women to run for City Council in 2015, Jacksonville, FL 2013 – present
- Class member, Leadership New Jersey, Class of 2012
- Member, Youth Crisis Center, Board of Directors, 2009 – 2010
- Member, Board of Trustees, University of North Florida; serving on both Educational Policy and Finance subcommittees during my terms, January 2003 - 2010
- Member, Jacksonville Journey City Commission, 2009 – 2010
- Member, Alpha Kappa Alpha Sorority, Jacksonville Graduate Chapter, 1996 - 2001
- Board member and Parliamentarian, Junior League of Jacksonville, Board of Directors,1989 - 1996
- Member and program day chair, Youth Leadership Jacksonville Board of Directors, 1992 -1994
- President and member Jacksonville Literacy Coalition, Board of Directors, 1992 to 1993

- Member and Secretary, Leadership Jacksonville Alumni, Board of Directors 1989 - 1991
- President and member, Jacksonville Childbirth Education Association Board of Directors, a United Way Agency, 1987 - 1992
- Member, Volunteer Jacksonville, Board of Directors, 1981 - 1983
- Class member, Leadership Jacksonville Class of 1980

PRESENTATIONS

- "The Ph.D. Experience: Expectations and Realities," 2015 McKnight Doctoral Fellows Orientation, Tampa, FL, 2015
- National Public Radio (NPR) StoryCorps interviewer of Dr. Tom Serwatka for JASMYN's 20th Anniversary; Registered in Library of Congress, American Folklife Center, Jacksonville, FL, 2014
- The Diversity Walk, Florida and Southeast Region Learning Summit, INROADS, Ponte Vedra Beach, FL, 2104
- Common Core State Standards Panel, Jacksonville Public Education Fund Community Forum, 2013
- Diversity and Carter G. Woodson, Association for the Study of African American Life and History, Inc. Luncheon, Jacksonville, FL, 2103
- Developing Solutions: Undergraduate Education Working Session Panel, New Jersey Business Education Summit, Rutgers Business School, 2013
- Project Delta, New Jersey and Beyond, International Conference for Teaching and Learning, Ponte Vedra Beach, Florida, 2012
- Faith, Focus, Fortitude and Fantasy, Men's Day Conference on Education and Careers, Bethany Baptist Church, Newark, New Jersey, 2012
- The Critical Role of Community Colleges, Leadership New Jersey Education Seminar, Camden, New Jersey, 2012
- Putting New Jersey Back To Work, New Jersey Black Issues Convention, Trenton, New Jersey, 2012
- County Colleges' Role in Workforce Development – Executive Roundtable Panel, Manufacture New Jersey Week Conference, New Institute of Technology, Newark, New Jersey, 2012
- Engage, Empower, and Excel, Inaugural Address, Essex County College President Investiture, 2011
- Project Delta, Why participate? Instructional Technology eLearning Conference, St. Petersburg, Florida, 2011
- Project Delta, One President's Story, International Conference of Teaching and Learning, Ponte Vedra Beach, Florida, 2011
- Education, Equity and Expectations, South Orange Community Association Martin Luther King Celebration, South Orange, New Jersey, 2011
- Faith, Focus and Fortitude, The Newark Women's Conference, Newark City Council Chair, Rutgers University, Newark, New Jersey, 2011
- The County College's Role in Essex County, Essex Alliance for Action, Newark, New Jersey, 2011
- ELearning, SIRIUS Academics, International Conference of Teaching and Learning, Ponte Vedra Beach, Florida, 2010
- Project Delta, The Future of Developmental Education and Blended Learning, New Jersey Presidents, Newark, New Jersey, 2010

- Uniting the World of Students by Building Technologically Enhanced Courses, Science and Education of The New Revival Epoch in The Global Sciences and Education System, Ashgabat, Turkmenistan, Ministry of Education, 2009
- Career Pathways, Mississippi Academic, Career, and Technical Education Association, Jackson, Mississippi, 2009
- Why Jacksonville? Bill and Melinda Gates Foundation, City of Jacksonville and Community Foundation Visit, 2008
- Testimony at Senate Hearing on Technical Centers offering Associate in Applied Science Degrees, 2007
- Commencement Speech, "I Hope You Dance" Graduation Speech, South Georgia College, 2007
- Adult Career Pathways, Panel of Distinguished Leaders and Educators, National Tech Prep Network Conference, 2006
- Workforce Development in the 21st Century, International Congress of Nano medicine and Nanotechnology, 2006
- Out of School Youth Program for Dropout Retrieval, Pathways Academy, Jobs for America's Graduates National Conference, 2005
- Job Corps Collaborations and the Future, Panel with U.S. Dept. of Labor, Assistant Secretary Emily DeRocco, Job Corps Regional Conference, Miami Florida, 2005
- Careers and Karate, Afterschool Programs, U.S. Dept. of Labor, Family and Youth Services Bureau's Second National Youth Summit, 2003
- Workforce Innovation Act Overview, Chamber of Commerce Jacksonville Legislative Day, Tallahassee, Florida, 2000
- College Program Revitalization: CPR, numerous presentations at AACC, NISOD, California Community College Association for Occupational Education, FCCJ, Teaching and Learning Conference, League for Innovation, 2001 through 2003
- Restructuring Adult Education, Strategic Conversation, FCCJ District Board of Trustees, 2000
- Workforce and Economic Development, Greater Nassau County Chamber of Commerce, 2000
- Institute for Applied Technology in Construction Excellence, Senate Select Committee on Workforce Development, Jacksonville, Florida, 2000
- More Fun For The Bucks, ACE of Florida State Conference, Miami, Florida, 1998
- Restructuring Adult Education, State Board of Community Colleges, Key West, Florida, 1996
- Welfare Reform, The Florida Senate Select Committee on Social Services Reform, Tallahassee, Florida, 1995
- When the Muse Speaks to Leaders, Leadership 2000 Conference, San Francisco, California, 1995
- Workplace Communications: Bridging the Cultural Gaps, Leadership 2000 Conference, San Francisco, California, 1995
- A New Leadership Paradigm for Community Colleges in the 21st Century, AACC Conference, 1995
- Student Success Tracking System, Council on Instructional Affairs, Continuing Education Standing Committee, Tampa, Florida, 1994
- Coordinating Resources, Workforce Education Summit, Pre-Conference Program, Jacksonville, Florida, 1994
- Student Success and Accountability, Florida Literacy Coalition, Adult Education Administrators' Meeting, Jacksonville, Florida, 1994

- Paideia Seminars: Promoting Critical Thinking, Reading, and Writing Skills, The Alliance, American Council on Education Conference, Breckenridge, Colorado, 1993
- Technology and Adult Education, Panel Presentation, Adult and Community Educators Conference, St. Petersburg Beach, Florida, 1993
- An Experience with Illiteracy, Women's Information Exchange Luncheon, Jacksonville, Florida, 1993
- Project Independence: JOBS, Florida Literacy Coalition Conference, Tampa, Florida, 1993
- Building Resources and Collaborations for Work Force Education, Network Consortium Conference, San Diego, California, 1993
- Urban Resource Center, Developing Effective Programs, National Conference on Teaching and Learning, 1993
- Promoting Success Through Tracking, Commission on Adult Basic Education, New Orleans, Louisiana, 1993
- Promoting Student Success: Tracking For Program Quality, Adult and Community Educators of Florida Conference, Ft. Lauderdale, Florida, 1992
- Applying Technology to Workforce Education, National Conference on Teaching and Learning, Jacksonville, Florida, 1992
- Work Force Literacy Programs that Work, National Council for Resource Development, Jacksonville Beach, Florida, 1991
- Work Force Partnerships, Florida Literacy Conference, Jacksonville, Florida, 1991
- What You Want Is What You Get, Touch Tomorrow Women's Center Conference, Jacksonville, Florida, 1990

REFERENCES BY CATEGORY

ABILITY TO FOLLOW, LEAD AND PERFORM WITH EXCELLENCE

John Delaney, Esq., Prior President
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ABILITY TO WORK COLLABORATIVELY WITH FACULTY

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ABILITY TO SUPERVISE AND NURTURE STAFF

Marsha McCarthy, Former Director, Media Relations, Essex County College President's Cabinet
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BOARD RESOLUTION: 2022-27
September 20, 2022

A RESOLUTION REGARDING THE APPROVAL OF FY 2023 PAY FOR PERFORMANCE PROGRAM; ESTABLISHMENT OF PERFORMANCE GOALS AND METRICS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JEA's Pay for Performance Program was introduced in 1990 to focus employees on key organizational measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence and reward exceptional performance as measured against pre-established goals and metrics; and

WHEREAS, JEA section 21.08(f), *City of Jacksonville Charter*, provides that:

> *Employee Bonus Program.* JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

WHEREAS, the FY 2023 Pay for Performance goals and metrics, attached as **Exhibit 1**, will continue to focus on JEA's strategic initiatives areas of focus:

- Unbeatable Team: Safety – Lost-Time Incident Rate (LTIR),
- Customer Loyalty: Residential Customer Satisfaction & Business/Commercial Customer Satisfaction, and
- Business Excellence: Total Operations & Maintenance (O&M) Spend.

WHEREAS, the total estimated cost of the FY 2023 Pay for Performance Program is not to exceed $9,724.559.

BE IT RESOLVED by JEA:

1. In accordance with JEA section 21.08(f), City of Jacksonville Charter, and Florida Statutes s. 215.425(3), the JEA Board adopts and approves the FY23 Pay for Performance Program.

2. JEA employees shall be required to meet or exceed the corporate performance factors as stated on the attached summary of corporate performance factors during FY 2023 to be eligible for performance pay and such cost for the FY 2023 Performance Pay Program shall not exceed the estimated cost of $9,724.559.

3. This Resolution shall be effective immediately upon passage by the Board and the FY 2023 Pay for Performance Program shall include the entire fiscal year starting on October 1, 2022.

Dated this 20th day of September, 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Exhibit 1

FY 2023 Performance Program Summary

Summary of Corporate Performance Factors

Safety

Lost Time Incident Rate (LTIR)

FY21 YTD Results: .67 LTIR

FY22 YTD Results: .28 LTIR (projected)

	Does Not Meet	Meets	Exceeds
Goal	LTIR ≥ 0.35	LTIR < 0.34 - 0.28	LTIR < 0.28
Achievement Value	0.00%	1.00%	1.25%

Customer Satisfaction

JD Power Residential and Commercial/ Business Electric Industry Customer Satisfaction Surveys: National

Customer Satisfaction - Residential Electric

FY21 Results: Bottom 50% of 3rd Quartile

FY22 Results: 2rd Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	1.00%	1.25%

Customer Satisfaction - Commercial Electric

FY21 Results: Bottom 50% of 4th Quartile

FY22 Results: 3rd Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	1.00%	1.25%

Cost Metrics

Cost metric may only be achieved if Operations & Maintenance ($M) - Target 95% - 100% Budget

Total O&M Spend

FY21 YTD Results: $380.9M

FY22 YTD Forecast: $424.5M

	Does Not Meet	Meets	Does Not Meets
Goal	< $480,947	$480,947 - $506,260	> $506,260
Achievement Value	0.00%	1.25%	0.00%

Total Estimated Cost for FY 2023 Pay for Performance Program

	Total Employees	Total Cost at Meets	Total Cost at Exceeds
Senior Leaders	20	$ 154,372	$ 256,258
Appointed	399	$ 1,433,861	$ 2,380,209
Non-Appointed	1597	$ 4,269,935	$ 7,088,092
TOTAL	**2016**	**$ 5,858,168**	**$ 9,724,559**

NOTE: All performance payouts are subject to JEA's ability to pay as determined by JEA's Board of Directors with input from JEA's Finance group, and minimum individual employee performance criteria

	ORGANIZATIONAL POLICY & PROCEDURE:	Pay for Performance Program		
	Corporate Policy Ref:	Compensation Rewards and Recognition Management Directive - JEA Pay for Performance Program		
	Version Effective Date:	10/1/2022	**Version:**	6

POLICY STATEMENT:
The JEA Pay for Performance Program ("Plan") is a variable incentive compensation program designed to focus employees and managers on key corporate measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence.

Per Charter provision, 21.08(f), JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

GENERAL DESCRIPTION of PROCEDURE:
This document describes the provisions related to the Plan administration, eligibility, policies, and procedures.

- On an annual basis, the Chief Human Resources Officer (CHRO) or their designee shall submit a summary of the proposed fiscal year metrics for the Pay for Performance Program to the CEO requesting the CEO's approval. Upon approval from the CEO, the proposed fiscal year program will be submitted to the JEA Board of Directors for review and approval.
- The cost of the program shall be included in the annual budget process and made available for review by the City Council Auditor. The annual program cost shall not exceed 5% of total payroll in any given year.
- The JEA Board of Directors (as the governing body) shall review and authorize each new fiscal year program no later than September of each fiscal year.
- As per FL Statute 215.425(3)(c), the program shall be communicated to all participants prior to the commencement of the performance period (October 1).
- All participants in the plan shall be eligible for the same percentage of payout based on the achievement of the metrics, not to exceed 5% of base salary. No individual annual award may exceed $20,000.
- A payout may occur following an audit of fiscal year-end results, and shall be conducted by the JEA Internal Audit Department and made available to the City Council Auditor.

OPP:	Pay for Performance Program	Version:	6

ASSIGNMENT of RESPONSIBILITY:
The Director of Employee Services is responsible for implementing this Organizational Policy and Procedure and for establishing processes for timely and accurate payout of any payments from the JEA Performance Plan.

DEFINITIONS:
Governing Body – JEA Board of Directors.

Fiscal year and Performance Period – period from October 1 through September 30.

PROCEDURE:
A. Eligibility

The JEA Pay for Performance Program may be paid on an annual basis if the CEO has determined that JEA has attained or exceeded the performance goals defined in the applicable Fiscal Year Pay for Performance Program and (JEA) is financially able to issue payment for such attainment of goals.

A.1. Eligible Employees
Eligible employee is an employee who may receive a payout from the JEA Pay for Performance Program if the JEA Board of Directors approves such payout and the employee meets the following requirements:

- All full-time or part-time JEA employees. The Managing Director/Chief Executive Officer shall be excluded from this incentive compensation program or plan. Contractors, third party temporaries, interns, and co-ops will NOT be eligible for the JEA Pay for Performance Program.
- An employee who retired during the performance plan year will be eligible for a prorated payout based on the number of pay periods actively employed with JEA.
- An employee hired on or after October 1 of the fiscal/performance plan year who meets the above eligibility criteria will be eligible for a prorated payout based on the number of pay periods actively employed with JEA.
- An employee who experiences a change in paygrade during the fiscal year resulting in a different performance plan payout opportunity will be eligible for a prorated payout based on the number of pay periods actively employed by JEA in each paygrade.
- An employee hired on or after July 1 of the fiscal/performance plan year will not be eligible for the Pay for Performance Program.
- An employee must not be on any disciplinary action or a management support program that was issued during the Plan fiscal year (October 1 through September 30). This does not include letters of counseling.
- An employee must have an acceptable performance evaluation as defined below:

Employee Classification	Performance Evaluation Criteria
• Civil Service	• Meets Standards or higher on most recent evaluation.
• PEA	• At least a 70 on the Evaluation Total Score for the fiscal year.

• Appointed	• Meets or higher rating to be eligible for the Individual component of the payout and not on a Management Support Program.
• M&C	• Not on any disciplinary action during the fiscal year.

A.2. Handled by Exceptions

An employee on a leave of absence, such as the examples below, will be considered for the Pay for Performance Program by the Director of Employee Services in accordance with applicable rules and regulations.

- Family Medical Leave (FML)
- Leave Without Pay for Illness
- Military Leave
- Extended Leave with Pay
- Parental Leave

Unique individual situations that fall outside the parameters of this procedure will be determined by the Director, Employee Services.

APPROVED BY:	Patricia L. Maillis – Director of Employee Services
ORIGINAL EFFECTIVE DATE:	10/15/2013
REVISED DATE(S):	01/04/2016; 03/20/2017; 12/12/2017; 10/1/2020; 10/1/2021; 7/5/2022
KEYWORD(S):	pay for performance, variable compensation, incentive compensation, compensation
LINKS/ATTACHMENTS:	Compensation Rewards and Recognition Management Directive - JEA Pay for Performance Program

BOARD RESOLUTION: 2022-30
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND AFSCME FLORIDA COUNCIL 79 (AFSCME) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, AFSCME is a certified collective bargaining unit representing approximately 218 JEA employees who are clerical and technical workers; and

WHEREAS, the current collective bargaining agreement between JEA and AFSCME expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that AFSCME represents was ratified by its membership through a vote on September 15, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:
- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$1,651,347	$732,055	$599,725
Total Cost of Changes with CPI of 7%		$1,130,041	$1,209,838

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and AFSCME described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-31
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND LOCAL #2358, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, IBEW is a certified collective bargaining unit representing approximately 511 JEA employees who are skilled craft workers primarily in JEA's electric utility operations; and

WHEREAS, the current collective bargaining agreement between JEA and IBEW expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that IBEW represents was ratified by its membership through a vote on September 15, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$5,627,385	$2,626,169	$2,194,290
Total Cost of Changes with CPI of 7%		$3,961,593	$4,245,766

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and IBEW described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-32
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND JEA SUPERVISORS ASSOCIATION (JSA) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, JSA is a certified collective bargaining unit representing approximately 188 JEA employees who are non-professional supervisors, such as coordinators, team leads, foremen, and planners; and

WHEREAS, the current collective bargaining agreement between JEA and JSA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that JSA represents was ratified by its membership through a vote on September 7, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 9%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$2,834,644	$1,129,537	$938,332
Total Cost of Changes with CPI of 7%		$1,726,344	$1,854,236

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and JSA described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-33
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC (LIUNA), AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, LIUNA is a certified collective bargaining unit representing approximately 386 JEA employees who are skilled craft workers primarily in JEA's water/wastewater utility operations; and

WHEREAS, the current collective bargaining agreement between JEA and LIUNA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that LIUNA represents was ratified by its membership through a vote on September 8, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3.25% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$3,574,306	$1,574,774	$1,301,359
Total Cost of Changes with CPI of 7%		$2,423,320	$2,602,179

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and LIUNA described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-34
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND THE JEA PROFESSIONAL EMPLOYEES' ASSOCIATION (PEA) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, PEA is a certified collective bargaining unit representing approximately 292 JEA professional employees and supervisors in fields such as accounting, engineering, and IT; and

WHEREAS, the current collective bargaining agreement between JEA and PEA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that PEA represents was ratified by its membership through a vote on September 16, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

- Pay increases:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	CPI Considerations
General Increase	2%	2%	2%	
Performance Pay	6%	4%	3%	Years 2 & 3
Range Minimum	2%	2%	2%	
Range Maximum	6%	3%	2%	

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$3,919,402	$2,440,752	$2,188,602
Total Cost of Changes with CPI of 7%		$3,518,632	$3,809,016

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and PEA described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 20, 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

AGREEMENT BETWEEN

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

FLORIDA COUNCIL 79

LOCAL 429

October 1, 20~~19~~22 – September 30, 20~~22~~25

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PREAMBLE

This Agreement is entered into between JEA (the Employer), and AFSCME Florida Council 79, (the Union). The intent of the parties and purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Employer and the Union recognize the moral principles involved in the area of civil rights and affirm by this Agreement their commitment not to discriminate because of race, religion, color, age, sex, disability, or national origin.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 1: UNION RECOGNITION

1.1 A. Pursuant to and in accordance with all applicable provisions of Chapter 447, Part II, Florida Statutes, the Employer recognizes that the Union is the exclusive collective bargaining representative for those employees in the defined bargaining unit (PERC Certification Number 1190 as it may be amended from time to time) for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of the public employees within the unit. "Employee" shall be defined to include all classified employees who are employed by JEA, whose classifications appear in Appendix A of this Agreement.

B. The term "employee" in 1.1 (a) shall also refer to those employees designated as temporary employees who hold the same classification and work the same hours under common supervision as the employees listed in Appendix A. The temporary, grant, or contract employees referred to in this section are subject to the same terms and conditions of employment set out in Appendix B of this Agreement. The term "temporary employee" as used in this section is not the same as the labor law term of art "temporary employee" which traditionally refers to employees who have no reasonable expectation of continued employment, usually receive no benefits other than hourly wage, and are traditionally excluded from bargaining units of regular employees.

1.2 It is further understood and agreed that the President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the Union in any matter between the Union and the Employer.

1.3 A. The Employer will notify the Union when a classification is created in which the Employer believes should not be included in the Bargaining Unit.

B. When the Employer establishes a new classification that would be included within a bargaining unit, the Union will be given notice in writing within 30 days as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.

The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the Regional Director and President of the Union in Jacksonville, Florida. The Union shall submit intent to comment about the revisions within ten (10) calendar days of the date of the Employer's notice and may submit comments about the revision within thirty (30) calendar days of the date the Employer's notice.

1.4 Successorship

A. This Collective Bargaining Agreement shall be binding upon the Employer, the Union, their successors and assigns and shall continue in full force and effect in the event of the recapitalization, sale, merger, acquisition or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Agreement, JEA shall require the transferee to assume and adopt the terms and conditions of this Agreement and continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

B. The successor employer shall:
1. Recognize the Union as the exclusive representative of such employees.
2. Assume this agreement.

ARTICLE 2: UNION SECURITY

2.1 In accordance with Chapter 447.301 of the Florida Statutes, employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity; to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.2 A. A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:

1. When the Agreement has been ratified by all parties, the Agreement will be reproduced by JEA in a quantity sufficient for all bargaining unit members. The Union will reimburse the Employer for one-half (1/2) of the cost of reproduction. The Union shall be responsible for distributing the agreement to all members of the bargaining unit.

2. The Employer agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available, for reference by bargaining unit employees.

3. The Employer agrees to provide all persons hired into a job classification represented by the Union access to the current Agreement.

B. The Employer will notify all persons hired into job classifications that are represented by the AFSCME bargaining unit that their job classification is within the bargaining unit and that their job is governed by a collective bargaining agreement between the Employer and the Union. The Employer will also give the employee the name, address, and phone number of the Union and notify the employee that he or she may call the Union for additional information.

C. At the Union’s request, the Employer will provide a list of employees hired into the bargaining unit.

2.3 A. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee. This provision will provide for at least twenty-six (26) deductions per year from those employees. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. A charge not to exceed the cost of six (6) cents per deduction per pay period will be assessed. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The Employer's remittance will be

deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, which the remittance is incorrect, with reason(s) stated therefore.

B. Deductions for Union dues and/or uniform assessments shall continue until either: (1) the employee revokes his/her authorization for dues deduction by submitting a signed form to the Paymaster revoking such authorization, with a copy to the Union with advance notice as provided by law; (2) authorization for dues deduction on is revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion or demotion of the employee out of the bargaining unit. The Employer will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.

C. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for Federal Taxes, Social Security, Pensions, Credit Union, and Health and Life Insurance.

D. The Union will indemnify, defend, and hold the Employer harmless, against any claim made and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments deductions.

2.4 Upon request of the Union the Employer will, on a quarterly basis, provide the Union with a list of all employees in the bargaining unit. The list will include the name, home address, and employee number, and occupational code, date of birth, home telephone, and gross salary of each employee. The list will be provided at no cost to the Union.

ARTICLE 3: UNION RIGHTS

3.1 The Employer and the Union recognize that it is in the best interest of both parties, the employees, and the public for all dealings between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a bond of common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of government and the welfare of its employees. The Union recognizes that in consideration of the commitments undertaken by the Employer in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his/her duties. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees as defined in Article 1 of this Agreement. Each party shall bring to the attention of all employees in the unit, including new employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

ARTICLE 4: MANAGEMENT SECURITY

4.1 Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the Union and its officers, agents, and members agree that they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the term of this Agreement, for any reason.

Management shall have the right to discharge or otherwise discipline any or all employees who violate the provision of this paragraph. The only question that may be raised in any proceeding (grievance, judicial or other) contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of Employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.

4.2 A. The Union, its representatives, agents, members, and any persons acting on their behalf, agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.

2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in areas not specifically devoted to the performance of any employee's official duties.

B. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

C. Notwithstanding further provisions of any collective bargaining agreement, a public employee who is found to have violated any provision of this article may be discharged or otherwise disciplined by the Employer.

4.3 The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's pay in return for a fair day's work and to provide conditions of employment suitable to maintaining a competent work force. The Employer and the Union agree that all provisions of this Agreement shall be applied equally to all employees covered by it.

4.4 It is understood that the Employer is required to comply with the Americans with Disabilities Act and nothing in this Agreement shall be construed to prevent the Employer from carrying out this obligation. Any claimed violation of this provision shall

not be subject to arbitration. If the parties cannot resolve the matter using the grievance procedure, the employee may refer the matter to the appropriate governmental agency.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

ARTICLE 6: LABOR/MANAGEMENT SPECIAL MEETINGS

6.1 The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Employer corrections of any inequities known to the Union. The Employer or the Union will respond to the other party concerning matter(s) discussed within thirty (30) calendar days of the meeting.

If a consultation meeting is held during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose.

6.2 The Union recognizes that it is JEA objective to provide services to its customers and stakeholders through the most efficient and cost-effective means possible. From time to time, this may require evaluations of alternative means of providing such services, including contracting with external providers.

JEA recognizes that the Union desires to make bargaining unit employees competitive with external providers of such services where possible. Accordingly, once a function has been identified as a candidate but prior to receipt of official proposals, JEA agrees to permit the Union an opportunity to present options for more efficient and/or cost-effective service provision by bargaining unit employees prior to reaching any final decision to contract with an external provider for services currently provided by bargaining unit employees.

This provision shall not apply to situations in which funding is discontinued by an external source such as the state or federal government.

No bargaining unit employee shall be transferred, reassigned, or demoted, have his/her work week reduced, or be laid off, as a result of the contracting out of any of its present work or services, except as provided for in the Civil Service and Personnel Rules and Regulations.

6.3 Should there be any proposed changes in the corporate structure that will have an impact upon the wages, hours, or terms and conditions of employment of the employees in the bargaining unit (as that term is understood in Florida public sector labor relations), the Employer will negotiate the impact of those proposed changes in accordance with Chapter 447, Part II, Florida Statutes.

6.4 Should there be a situation where a reduction in force occurs; the Employer shall provide the Union notification at least fifteen (15) working days (Monday through Friday) prior to the effective date of the reduction. The Employer shall provide job placement services to affected employees for a period of three (3) months.

ARTICLE 7: UNION ACTIVITY

7.1 Stewards and Representation:

A. The employees covered by this Agreement will be represented by stewards. A steward assigned to more than one geographical location will be considered a roving steward to function properly under the stewardship procedure. A written list of stewards and alternates will be submitted to the Employer, together with the specific areas in which they will function. The alternate steward will only become active in the event of the physical absence of the regular steward and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of stewards.

B. The Employer recognizes and shall work with the appropriate Union stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships

C. Union stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.

D. Union representatives and stewards are subject to the same rules of JEA as are all other JEA employees, except as specifically outlined in this Agreement.

E. While on leave of absence, no employee shall function as a Union steward without mutual consent of the Union and the Employer.

F. A written list of Union stewards and officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union stewards. No Union steward shall perform any Union work unless the Union has complied with this requirement.

G. A Union steward shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within his/her jurisdiction. The steward must secure approval from his/her immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record his/her time before leaving the job and upon returning. When entering the area of a supervisor other than his/her own, the steward shall notify that supervisor of his/her presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the Union in writing. Stewards may receive and discuss grievances of employees on the

premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

7.2 When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, a union representative is not immediately available and less than 24 hours' notice of the meeting was given, the Employer shall postpone the meeting for a reasonable time (at least 24 hours) in order for the employee to obtain union representation.

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

7.4 Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the Union or by virtue of that employee's holding office or not holding office in the Union. This provision shall be applied to all employees in this bargaining unit.

7.5 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.

7.6 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Employer. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

7.7 The Local Union President or one alternate officially designated by the Local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring his/her presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a

time JEA wide, but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from his/her immediate supervisor prior to performing such duty. An aggrieved employee shall use his/her personal leave to attend any grievance or arbitration preparatory or post hearing meetings. Should the aggrieved employee or the Union call JEA employees as witnesses, those witnesses shall use their personal leave to attend preparatory or post grievance and arbitration hearing meetings. If no personal leave is available, leave without pay shall be authorized. Actual time spent in a grievance or arbitration hearing shall be without loss of pay during the employee's regularly scheduled hours.

7.8 Arrangements will be made for officers or an accredited representative of the Union to be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Employer is not normally open for visitation, then the Employer shall provide a responsible escort to that Union Officer or accredited representative; provided, this service must be arranged by the Union in advance of the visitation.

7.9 Two (2) members of the Union, elected to local Union positions or selected by the Union to do Union work, may upon written request of the Union, and when approved by the Employer, subject to applicable Civil Service and Personnel Rules and Regulations governing employees' rights and benefits, be granted a leave of absence without pay for a period of one (1) year, which may be extended during the term of this Agreement, and upon expiration of the leave, shall be re-employed without loss of status. It is understood that employees taking leave under these conditions will only be utilized for service within the JEA service area.

7.10 JEA will authorize up to six (6) employees to attend, without loss of pay, as union negotiation team members for collective bargaining sessions and JEA will authorize ~~sixteen~~ 24 (24~~16~~) hours of preparatory time for each of six (6) members of the AFSCME bargaining team to prepare for contract negotiations without loss of pay.

7.11 JEA will provide up to two (2) days, without loss of pay for AFSCME Local Union President and one alternate officially designated by the Local Union President to attend~~)~~ AFSCME conferences. In addition, up to six (6) stewards and the Local Union President shall be granted up to two (2) days during the life of the contract for AFSCME sponsored steward training.

ARTICLE 8: BULLETIN BOARDS

8.1 A. The Union shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the Employer. Bulletin boards will be located in employee break rooms or other non-public areas. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Employer.

B. The Union shall also be provided the use of an electronic bulletin board accessible to all member of the bargaining unit through the JEA intranet site.

8.2 The Union agrees that it shall use its space on bulletin boards provided for in Section 8.1 above, for the following purposes:

Notices of Union Meetings
Union Elections
Reports of Union Committees
Rulings and Policies of the Union
Recreational and Social Affairs of the Union
Union Bulletins
Brief explanation of AFSCME with contact numbers

Any conforming notices posted shall only be removed by a representative of the Union or as provided in Article 8.3 and 8.4 of this Agreement.

8.3 Information for posting on the electronic bulletin board shall be submitted to Labor Relations

8.4 No material, notices, or announcements shall be posted by the Union which contains anything adversely reflecting upon JEA, its employees, or any certified labor organization among its employees. Any proven violation of this section by the Union shall entitle the Employer to cancel immediately the provisions of this section and remove that bulletin board or the partial use thereof.

8.5 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union, and Director of ~~Employee Services~~Labor Relations, or designee. Such meeting or conference shall be held within one (1) working day after receipt of a written complaint by either the Employer or the Union that a violation exists.

ARTICLE 9: HOURS OF WORK AND OVERTIME PAYMENT

9.1 The purpose of this article is to define hours of work, but nothing in this Agreement shall be a guarantee or limitation on the number of hours to be worked per day, days per week, or for any other period of time, except as specifically provided herein.

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

A. The standard workweek for employees shall be from 0000 Monday through 2400 Sunday.

B. Shift Employees

A shift employee is defined as an employee whose normal schedule of work changes on a regular or rotating basis. (Staggered starting times, alone do not define shift employees.) The standard work week of those activities requiring a twenty-four (24) hour per day, seven (7) day per week operation shall be eight (8) hours or twelve (12) for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least 80 hour equivalent pay bi-weekly. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer may alter a shift for the purpose of staffing, if a shift is demonstrated by the Employer to be understaffed to the point that additional personnel are required to work the shift to avoid suspension of production.

C. Non-Shift Employees

1. The normal workweek for non-shift employees consists of forty (40) hours.

2. Eight Hour Work Schedule
The work week assignments for employees may be scheduled five (5) consecutive eight (8) hour days, Monday through Friday.

3. Ten Hour Work Schedule
The work week assignments for employees may be scheduled four (4) ten (10) hour days, Monday through Friday.

D. Odd Work Week Schedule

In those activities requiring work schedules other than the regular 8 hour work schedule [9.2 (c) 2], the ten-hour-day work schedule [9.2 (c) (3)], the eight (8) hour rotating-shift or the twelve-hour-rotating-shift schedule [9.2 (b)], the work schedule shall consist of forty (40)

hours or eighty (80) hour equivalent pay bi-weekly which may begin on any day of the week. No employee assigned to this odd work week shall be required to work any hours in excess of twelve (12) hours (in any twenty-four hour period as part of the regular schedule work day. The twenty- four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual schedule starting time.

E. General Provisions

1. Should JEA determine to set work schedule assignments other than as provided above, the Union shall be given the opportunity to bargain the impact of the changes. Except as provided by law, any proposed changes will not be implemented until negotiations have been completed in accordance with Chapter 447, Part II, and Florida Statues.

2. JEA will give employees at least seven (7) days' notice before permanently changing an employee's regular work schedule. JEA will give at least forty-eight (48) hours' notice before temporarily changing an employee's regular work schedule; however, the employee may voluntarily waive the forty-eight hours' notice. For temporary schedule change, JEA will first seek volunteers to accept the schedule change. If more than the required number of qualified employees' volunteers, selection will be made by seniority. If less than the necessary number of qualified employees' volunteer, then additional selection shall be made from the least senior qualified employees. This notice shall not be required in case of an emergency. For the purpose of this agreement, the word Seniority will be defined as the Adjusted Service Date which is the date of hire plus any time connection minus leave without pay. When two or more persons have the same length of seniority, the senior employee shall be determined by HR.

3. Approved leave requests will be honored to the extent practicable when changing the work schedules of employees.

4. Schedules showing the employees' work days and hours will be posted on the appropriate bulletin boards no less than 10 days in advance, and will reflect at least a fourteen (14) day work schedule. JEA will make a good faith effort to post a 28 day schedule.

5. Upon prior written approval by the manager, employees of the same classification working regularly-scheduled hours may exchange hours of work within the work week with one another provided no overtime is caused JEA, and it does not adversely affect efficient operations.

9.3 Overtime Compensation

A. Except as otherwise specified herein, overtime will be paid at the rate of time one-half (1-1/2) for all hours worked in excess of the employee's normal workday unless the employee has leave without pay during the work week, and for all hours worked in excess of forty (40) hours per work week for which overtime compensation has not been previously paid. Double time shall be paid as provided in 9.3(b) for continuous hours worked in excess of sixteen (16). All compensated time shall be included when calculating the forty (40) hour threshold. Compensation for overtime shall be in the form of cash. However, the employee may elect compensatory time with the approval of the department head. Requests for compensatory time in lieu of cash shall be submitted on forms provided by the Employer. Employees may accrue up to two hundred-forty (240) hours of compensatory time. When the maximum amount of compensatory time has been reached, compensation for additional overtime hours worked shall be in the form of cash. The Employer may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave time will continue to be honored.

B. An employee who has worked sixteen (16) hours or more continuously, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her regular workday, shall upon release be entitled to an eight (8) hour rest period, before he/she returns to work. If the rest period under the provisions of this section overlaps into the regular workday, the employee shall lose no time thereby. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times ending when he/she is released for another eight (8) hour rest period. Paid rest time shall be considered as time worked for the purpose of determining overtime (one and one-half times the employee's regular rate of pay). Paid rest time shall not count towards determining eligibility for overtime double time pay.

C. Any employee who has left his/her normal place of work for his/her residence and is called back for overtime shall be compensated for such overtime in accordance with this article, provided that he/she shall receive compensation for a minimum of four (4) hours at time and one-half (1-1/2) his/her regular rate. If an employee is called out or assigned to more than one job before the end of the basic four (4) hour work period, it will be covered by the original minimum payment of four (4) hours and no extra payment will be allowed. The minimum time provided herein does not apply if any early call-in period extends into the start of the employee's regular work day.

D. In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:

1. An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.

2. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour at time and one-half (1-1/2) his/her regular rate.

E. No employee may authorize overtime for himself/herself, but shall be entitled to receive overtime as appropriately authorized by his/her manager.

9.4 Premium payments shall not be duplicated for the same hours under any of the terms of this Agreement.

9.5 Management shall determine the necessity for overtime work, and employees are obliged to work overtime as assigned. It is the responsibility of the Employer to distribute the opportunity for overtime work equally among employees in the classifications normally performing the same types of work in each assigned shift, crew, or work area. It is understood that the sharing of overtime shall not delay nor increase the cost of operation. The Employer recognizes that it may be inconvenient for individuals to work overtime and it will give due consideration to each request for relief from overtime. Overtime records of the Employer shall be made available to Union officials when requested to resolve a question involving distribution of overtime. It is understood that nothing in this article shall require overtime payment for hours not actually worked.

9.6 System or Limited Emergencies

The intent of this language is to define the existence of an emergency, the determination of when employees become “Essential” and “Non-Essential”, and the operational and pay guidelines for the JEA and AFSCME, Local 429

1. Definitions

A. Emergency- An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.

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

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

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

Note 3: For the period(s) during which Essential Employees are so designated, they shall be deemed to be on a unique, stand-alone schedule – one inherently unpredictable due to the unique nature of each declared emergency and the requirements to achieve restoration, and progress made toward it once underway.

Therefore, certain CBA provisions will not apply: rest period(s); schedule premium nights; schedule premium weekends; notice of shift change; vehicle assignment notice; standby pay; training / instructor supplement; daily and weekly overtime thresholds.

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

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

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

2. Declaration of System or Limited Emergency

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

3. Non-Essential Employees

These employees are subject to the following:

(1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.

(2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

(3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take

authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

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

(5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular "Blue Skies" job functions will remain in a non-essential status.

4. Essential Employees

These employees will be subject to the following:

(1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.

(2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.

(3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments"

(4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

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

JEA has the unilateral right to alter the Annual, Vacation, or Personal Leave schedule of any employee in declared emergencies. This right includes the right to require

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

6. JEA Communications with Employees during the Emergency

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

ARTICLE 10: WAGES

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

B. All active employees in the bargaining unit shall receive a general increase as follows:

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

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

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

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

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

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistics) for the calendar months of August 2023 through July 2024 exceeds the three and one-half percent (3.5%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the three and one-half percent (3.5)%, the General Increase will remain at three and one-half percent (3.5%) and will not be reduced. If the

average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2023 through July 2024 exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will pe paid as a one-time lump sum payment calculated using the employee's regular annualized salary as of 9/30/24 and will be paid as soon as administratively feasible at the beginning of the FY 2025

~~1. Three and one-half percent (3.5%) to base payment effective October 1, 2019~~

~~2. Three and one-half percent (3.5%) to base t effective October 1, 2020.~~

~~3. Three and one half percent (3.5%) effective October 1, 2021~~

All active employees in the bargaining unit shall receive a one-time ~~one and one-half~~ three percent (~~1.5~~3.0%) lump sum ratification incentive payment contingent upon successful ratification by the bargaining unit no later than September 20, 2022~~19~~.

~~If there is a Recapitalization Event, any remaining general increase shall be applied to each employee's rate of pay effective the Closing Date of the Recapitalization Event. For example, in the event a Recapitalization Event occurs and the Closing Date is July 2020, each employee shall receive an increase of an additional 7%.~~

~~In the event any other bargaining unit (e.g. LIUNA 630, JSA, IBEW 2358 or PEA) receives any greater general wage increase than JEA presented to AFSCME Local 429 (i.e. through contract negotiations, settlement, impasse proceedings, or litigation) then AFSCME shall be subject to a reopener.~~

C. Performance evaluations of employees in this bargaining unit shall be in writing and shall use a standardized format and procedure. An employee who believes that his/her evaluation has not been conducted in accordance with established procedure may appeal the alleged violation beginning at step 1 through step 2 of the Grievance Procedure set forth in this Agreement.

D. ~~The parties shall meet at reasonable times to discuss the mechanics and details of moving the JEA's employee performance evaluation cycle from the employee's anniversary year to a time frame proximate to the end of JEA's fiscal year (September 30) with the goal of adopting a Memorandum of Understanding in time to effect this change by September 30, 2020. Nothing in this section shall~~

~~be construed, however, as a waiver of any party's right to negotiate the impact of JEA's changing the timing of annual employee performance evaluations.~~

10.2 When an employee is returned to his/her former class during the probationary period following a promotion (reverted), his/her pay shall be restored to the rate in effect prior to promotion, as though the promotion had not been granted. In such event, the employee shall be eligible for any increases the employee normally would have received had the employee not been promoted. When a reassignment is made, the base pay of the reassigned employee shall remain the same.

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

A. An original appointment to any classified position shall be made at the starting rate of the range for the Pay Grade.

B. When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be advanced to the next step that provides an increase that is approximately 5% or to the minimum rate of the range whichever is greater. In no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion. Upon satisfactory completion of the probationary period following promotion, the base salary of the employee shall be advanced one step that is approximately 5% or to the maximum of the range, whichever is less.

C. When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee may be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 12-month period following the demotion, he/she will not receive a promotional increase or end of probation increase, unless his/her salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.

D. In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in a 5% reduction in salary, or to the maximum of the range, whichever results in the larger reduction. If the employee is promoted again within a 12-month period following the demotion, he/she will receive a promotional increase of 5% upon promotion, but will not receive an end of probation increase unless his/her

salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.

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

F. The language in Article 10.3 (c) and (d) shall apply when an employee is demoted within the line of promotion. The following language shall apply when an employee is demoted not in the line of promotion.

When any JEA employee is reclassified to a position in the AFSCME bargaining unit which is not within the line of promotion, the base pay of the reclassified employee shall be the entry level rate of pay for the new position.

G. Classification other than Customer Advisor I and Customer Advisor II

1. Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced one step or to the maximum of the range, whichever is less.

2. After an employee receives his/her increase upon completion of the probationary period, he/she shall be granted step increases, except for unsatisfactory performance no sooner than twelve (12) months from his/her date of last increase, until he/she reaches the maximum rate of pay for his/her classification. For the purpose of this Agreement, the date of the last increase shall be the most recent date upon which any of the following action occurred to an employee: date on which employee received his/her end of probation increase; or date on which employee received a step increase.

H. Customer Advisor Series

1. Customer Advisor I —

a. Customer Advisor I will be rated every six (6) months.

(1) If the employee's performance is satisfactory or higher, the employee will be moved to the next higher step of the pay plan.

(2) If the employee's performance is below satisfactory, the employee will not receive the step increase, may be required to take remedial training, and may be subject to termination. When a customer Care Advisor I is required to take remedial training; he/she will be reevaluated after three (3) months. Customer Advisor I will not be eligible for step increase at that time, even if their performance is rated satisfactory or above satisfactory. Instead, the Customer Advisor I is required to wait until the next regularly scheduled review cycle before they are eligible for a step increase.

2. Customer Advisor II, III—

a. Customer C Advisor II and III will be rated on April 1 of each year.

(1) Customer Advisors II or III who are rated below satisfactory on their review will not receive any step Increase, may be required to take remedial training and may be subject to termination. When a Customer Advisor II or III is required to take remedial training he/she will be reevaluated after three (3) months. Customer Advisor II or III will not be eligible for step increases at that time, even if their performance is rated satisfactory or above satisfactory. Instead, Customer Advisors II or III are required to wait until the next scheduled annual review cycle before they are eligible for a step increase.

3. Customer Advisor IV —

After the probationary period is complete, Customer Care Specialists will be reviewed annually.

a. Customer Advisor IV's who are rated below satisfactory on their review will not receive any step increase, may be required to take remedial training and may be subject to termination. When a Customer Advisor IV is required to take remedial training; he/she will be re-evaluated after three (3) months. Customer Advisor IV's will not be eligible for step increases at that time, even if their performance is rated satisfactory, or above satisfactory. Instead, Customer Advisor IV's are required to wait until the next scheduled annual review cycle before they are eligible for a step increase.

10.4 The parties recognize that relationships between classifications may change over time as the nature of work evolves and changes. As a result of such changes, those relationships should be reviewed periodically to determine if revisions in pay grade assignments are appropriate. The parties agree that assignment of work to particular classifications, evaluation of classifications and resulting pay grade assignments are management prerogatives. The Employer recognizes the Union's interest in maintaining equity among classifications in the bargaining unit. Accordingly, during the life of this Agreement the Union may notify the Director of Employee Services, of its belief that sufficient material changes have occurred in the nature of work assigned to one or more classifications, such that the relationship of that classification(s) to other classes should be reviewed for possible realignment.

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

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

10.7 Electronic Devices

A. At its sole discretion, JEA may provide employees with an electronic device. The employee during their normal work shift or when the employee is on standby status must wear and respond to the electronic device.

B. The employee may use the electronic device for personal use, as long as it does not interfere with their assigned work duties.

C. The employee will exercise due caution in the care of the electronic device assigned to him/her, and will take appropriate action to protect them from damage or being lost or stolen. If an employee's electronic device is lost, stolen, or damaged through negligence of the employee, they will be replaced at the employee's expense.

D. Employees currently authorized and issued company-provided cell phones to perform JEA business may instead elect to use their personal cell / smart phone

for such purposes. Employees who are approved for use of personal cell / smart phones will receive a $50.00 /month stipend. As it is a personal item, the Employee will remain solely responsible for data plan, repair/replacement and all other expenses related to their personal cell/ smart phone.

10.8 Assigned Vehicles

The Union recognizes that AFSCME represented employees may be assigned take home vehicles. Assignment of vehicles is based upon operational needs and is subject to change from time-to-time as needed. Should a vehicle assignment be ended, the employee will be given thirty (30) calendar days' notice.

ARTICLE 11: SUPPLEMENTAL PAY

11.1 For each five (5) years of continuous service with the Employer, (computed from the date of initial employment) an employee shall receive an annual increase in salary of salary of $325 per year for every five (5) year period of continuous service through year fifteen (15). Thereafter an increase is salary of $500 per year for every five (5) year period of continual service. This increase shall be in addition to any general or special raises which may be granted from time to time.

11.2 Standby Compensation

A. Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.

B. Standby time shall be that time when an employee is required to keep the Employer advised as to his/her whereabouts and be available to report for duty no more than forty-five (45) minutes after such notification.

C. For the purpose of this Article, an employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees, who merely carry electronic devices and who are not required to be available to return to work within a reasonable time if called, are not on standby.

D. The standard rate of standby compensation shall be twenty-five dollars ($25.00) for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

E. Any employee who fails to comply with the provisions of Section 11.2 of this Agreement shall not be entitled to standby compensation for that day, and shall be subject to discipline.

F. Employees may arrange substitution of standby duty among themselves, provided the substitution is approved by Management.

11.3 Schedule Premium

A. A one dollar and fifty cents ($1.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 19:00 and prior 07:00 for work days other than Saturday or Sunday, (not including overtime or schedule premium of any type).

B. A two dollars ($2.00) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on Saturday and/or after 00:00 on Sunday and prior 24:00 on Sunday (not including overtime or schedule premium of any type). (Cash handling wage supplements stated below are not considered a schedule premium.)

11.4 Upgrade Pay

A. When an employee is qualified for and is required by the Employer to accept the responsibility for work in a higher class or position for at least one (1) hour on continuous duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for definite advancement purposes, such employee shall be compensated at the minimum of the range of the higher classification or shall receive a 5% increase, whichever is greater, for the time actually worked in the higher class. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. An employee may be temporarily assigned to the work of any position of the same or lower classification without any change in pay. No on-the-job training without out-of-classification pay shall exceed twenty (20) work days.

11.5 Meal Allowance

A. The Employer will provide a meal or meal allowance in the sum of fifteen dollars ($15.00) when an employee is required to work unscheduled overtime, thereby missing a normal meal. Unscheduled overtime shall be defined as notification of less than 12 hours prior to the reporting time for the overtime work. Normal meal times shall be considered as two (2) hours before the scheduled starting time, four (4) hours after the scheduled starting time, and two (2) hours after the scheduled quitting time. Meal allowances shall be paid no later than the end of the first pay period after the pay period in which the meal allowance was earned.

B A meal or meal allowance will be provided under the following conditions:

1. When an employee is called out on unscheduled overtime and required to report to work two (2) hours or more before his/her scheduled starting time for that day and continues work into his/her regular schedule, he/she will qualify for a meal or meal allowance four (4) hours from the time he/she commenced work and additional meals or meal allowance at five (5) hour intervals.

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

3. If an employee is called out to work unscheduled overtime for a period of more than four (4) consecutive hours and he/she is released prior to the starting time of his/her next regular workday, he/she will qualify for a meal allowance four (4) hours from the time he/she commenced work and at five (5) hour intervals thereafter, if he/she continues to work.

C. When an employee is required to work unscheduled overtime on his/her day off, and at least twelve (12) hours previous notice has been given, the hours worked shall be considered as scheduled overtime. On scheduled overtime, an employee shall provide for his/her mid-day or mid-shift meal.

D. JEA shall permit employees on emergency overtime and shift employees whose duties require them to eat while performing their work, to eat earned meals while on the clock. The time taken for such meals generally shall not exceed thirty (30) minutes. However, the time taken may extend beyond thirty (30) minutes, subject to a supervisor's prior approval.

E. Every reasonable effort will be made to observe the employee's normal meal time.

11.6 In addition to their regular wages Customer Advisor employees will receive a five percent (5%) wage supplement for all time spent in a position where they are required to have their own cash drawer. Therefore, at all times this supplement shall be paid, regardless of the day or time which it is worked.

11.7 Bilingual Supplement

A. A supplement of forty-six dollars and fifteen cents ($46.15) per pay period shall be paid to each eligible employee who:

1. Meets the criteria for bilingual skills as determined and verified by JEA Talent Acquisition.

2. Acts in the capacity of a Customer Advisor I, II, III and IV.

3. Required by JEA to use non-English language skills to interact with customers as part of their assigned duties.

ARTICLE 12: EMPLOYEE BENEFITS

12.1 The Employer agrees to provide comprehensive medical coverage for each employee at no expense to the employee. In addition, the Employer will pay at least ~~fifty~~ sixty percent (~~5~~60%) of the actual cost of comprehensive medical coverage of eligible dependents. The employee will pay the remaining ~~fifty~~ forty percent (~~5~~40%) or less of the actual cost.

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

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

Employees who have retired from classifications in this bargaining unit and who are already covered by the group term life insurance policy may purchase life insurance coverage at the retiree's expense. ~~Employees under age 70, who retire after the effective date of this Agreement, may purchase additional coverage.~~ The amount of additional term life and AD&D insurance selected by the retiree is subject to the provision of the JEA's Retiree Insurance Plan along with approval by the group life insurance provider as required.

12.3 The employer will provide an optional group Dental Health Insurance Program at the employee's expense, through payroll deduction.

12.4 The Employer agrees to provide a payroll deduction process that is to be available to the employees in the bargaining unit for various benefit plans or programs. These plans or programs shall be administered by an "Agent of Record" designated by the Union. The Employer may assess an administrative charge not to exceed six cents per deduction per payroll. The Union agrees to indemnify and hold the Employer harmless against any claims made, and against any lawsuits brought, against the Employer as a result of this payroll deduction process.

12.5 An employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations when requested or required to use his/her privately owned vehicle on official business for all miles actually driven but for no more than the usual travel route between assigned destinations. However, no reimbursement will be paid for mileage to a work location when an employee is notified before reporting to his/her usual work location to report to a different work location.

12.6 Personal Property Damage

A. The Employer will repair or replace personal property, including tool boxes, of employees covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 12.6 B through 12.6 F

B. The Employer will repair or replace a bargaining unit employee's personal property, if all of the following conditions have been met:

1. The personal property was damaged as a result of the employee's performance of his/her duties;

2. The damage was not the result of the employee's own negligence;

3. The employee reports the damage to the appropriate manager within two (2) working days after the occurrence of the damage on a form provided for this purpose.

C. The Employer reserves the right to determine whether to repair or replace damaged property.

D. The Employer will not repair or replace rings or other jewelry.

E. In no event will the Employer pay more than two hundred fifty dollars ($250.00) to repair or replace any damaged property.

F. When an employee is entitled to payment under this section, the Employer shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.

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

12.8 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose, provided the employee furnishes proof that he is a registered voter. Where the polls are

open two (2) hours before or two (2) after the regular scheduled work period, or when early voting is available, it shall be considered sufficient time for voting.

12.9 Training and Career Ladders

A. The Employer and the Union recognize the importance of training and continuing education programs in the development of career ladders and equitable employment opportunities and agree to a mutual commitment of training and education for employees in this bargaining unit.

B. All Training Bulletins and Calendars pertinent to this Article shall be available to the Union and Employees. The Employer shall place such bulletins and calendars on the JEA intranet.

C. The Employer has established a Continuing Education Program to meet the following objectives:

1. To enable eligible employees to participate in educational self-development programs

2. To encourage employees to acquire knowledge and skills essential to personal/ professional growth

3. To provide a coordinated program; and

4. To encourage employees to increase their value to the organization through education and training.

D. JEA Education Reimbursement Program

1. Eligible Employees

a. Civil Service employees who have been continuously employed by JEA since completing their initial probationary period.

b. This definition excludes temporary employees, contract employees and employees in their initial probationary period and employees in provisional status for their initial employment.

2. Courses Eligible for Reimbursement

a. The course must be of value to the Employer and not solely benefit the employee. The requested course or

degree contribute to increasing the skills and talents of each Employee in his/her current position or elsewhere in the company or ;

b. The requested course is required to maintain a certification.

c. Time spent in attending classes or on home study work shall be during the employee's off-duty hours, and the Employee will not be paid for this time, and

d. Employees are not permitted to use any JEA personnel, equipment or supplies for course work.

3. Costs and Reimbursements

a. Tuition reimbursement will be made for class work at a school, or home study work programs pre-approved by the Employer.

b. Reimbursement will be made at the least costly rate if Employees take classes from a more expensive source.

c. Accelerated degree programs yield benefits sooner to JEA and are therefore reimbursable at the least costly rate for identical accelerated courses of study.

d. JEA will pay for registration fees, tuition, laboratory fees, and books required (need to furnish proof) for the course taken. Parking fees and late fees are not reimbursable.

e. JEA will reimburse Employees who earn a "C" grade or better in undergraduate classes, and a "B" or better in graduate classes.

f. When letter grades are not given attendance records or other verification (e.g., a letter attesting to the satisfactory completion of course hours for which the Employee requests reimbursement) shall satisfy the grade requirement.

g. Employees who leave the JEA two years (24 months) or less after receiving tuition reimbursement are required to repay all reimbursement (books and tuition) received during that period.

h. Final determination of the amount of reimbursement to be granted will be made by the Employer.

12.10 Retirement Benefits

A. For purpose of aiding understanding of the provisions that follows, pursuant to 2016-2019 contract negotiations the parties negotiated retirement benefit changes in the context of propose reforms to the City of Jacksonville GEPP (General Employees' Pension Plan).

B. AFSCME agreed to the proposed closure (to new employees) of the GEPP, with new hires on or after October 1, 2017 being enrolled in a "DC Plan" (defined contribution plan).

C. Participants in that DC Plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.

D. In the event any other bargaining unit participating in the DC plan (e.g. LIUNA 630, the JSA, or IBEW 2358, or) receives any greater benefits that JEA provides to AFSCME Council 79 (i.e. through contract negotiations, settlement, impasse proceedings, or litigation), then AFSCME shall receive the difference between its DC Plan benefit and that received by the other participating bargaining unit(s).

E. No benefits under the "DC Plan" shall decrease for all active, full time, enrolled unit employees.

F. JEA agrees to contribute to the employee's pension program to the extent required by applicable laws pertaining to the employee's contributory pension program.

G. No benefits under the General Employee Pension Plan ("GEPP"), the City's Defined Benefit retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of AFSCME's ratification of this CBA.

H. In the event any other bargaining unit participating in the General Employee Pension Plan (e.g. LIUNA 630, JSA or IBEW 2358) receives any greater pension benefits than JEA presently provides to the AFSCME (i.e., AFSCME shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s).

12.11 UNIFORMS

Apparel: Each Vice President or Director may, within each of his/her departments, sections, areas or teams formulate a set of rules governing regarding apparel standard

or uniform to be worn while on duty. AFSCME shall provide input to the department, sections, areas, or teams when formulating or amending these rules.

ARTICLE 13: INJURY-IN-LINE-OF-DUTY

13.1 A. Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury arising out of the course and scope of employment with the Employer shall, in addition to compensation payable pursuant to the Workers Compensation Law of the State of Florida, be entitled to a supplemental benefit under the conditions set out in Section 13.2.

B. The amount of the supplemental benefit payable under this article shall be calculated as follows: One-hundred percent (100%) of the difference between his/her regular straight time wages.

~~the Employer will calculate seventy-five percent of the employee's net take-home pay after taxes and social security deductions based upon the employee's regular straight time wages~~. This amount shall be reduced by the amount of Workers' Compensation indemnity payable to the employee. The remainder is the amount of the supplemental benefit payable to the employee.

13.2 The supplemental benefit provided for in Section 13.1(b) is payable under the following circumstances:

A. During the first twenty (20) working days of such disability, the employee shall receive the supplemental benefit after the employee begins receiving Workers' Compensation indemnity payments.

B. Thereafter, the Employer at its sole discretion, (which discretion shall not be subject to arbitration), grant addition supplemental benefit, but shall not exceed one (1) year.

C. If the employee brings litigation or administrative action under the Worker's Compensation Law while receiving Workers' Compensation supplemented by the benefits herein provided, entitlement to the supplemental benefits shall immediately terminate.

13.3 If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of his classification, he may be temporarily reassigned without reduction in pay for a period not to exceed 90 calendar days, to other duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. The Employer will make a reasonable effort to temporarily reassign the employee, in accordance with the provisions of this section, provided that failure to do so shall not be the basis for grievance or arbitration.

13.4 A. When an employee who has been on leave of absence or light duty due to a disabling on-the-job injury is released by the employee's

treating physician(s) to return to work, the employee shall be returned to the same job if:

1. The employee is capable of doing the job satisfactorily
2. The employee would have retained the job had the employee not been injured, and
3. Such work still exists

B. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by the employee's treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his former job, the Employer shall place the employee in a comparable job for which the employee is qualified, provided there is an opening. If there is no opening, the employee shall be offered the best available job for which he is qualified; if necessary, appointing the employee to a lower classification. The employee shall be considered for any job openings for which the employee is qualified that occur within one (1) year after the employee has been reclassified to the lower classification. Refusal on the part of the employee to accept a job for which he is qualified and able to perform may be considered a resignation.

13.5 A. When an employee is off the payroll (not receiving JEA compensation) due to an on-the job injury, JEA will continue to pay life insurance and medical insurance premiums normally paid by JEA, which includes JEA's portion of the dependent medical insurance premiums. The employee is responsible for the optional life insurance premiums and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amount equal to the employee's pension contribution prior to the on-the-job injury.

B. If an employee who is temporarily totally disabled due to an on-the-job injury receives partial wage payments from JEA, JEA will continue to pay the premium noted in subsection (a) above. The optional life insurance premium and the employee's portion of the dependent medical insurance premium and pension contribution will be deducted from his/her partial wage payments.

13.6 Any provisional or probationary employee who is temporarily, totally disabled as a result of an injury received in the course of employment with JEA shall receive the benefits to which he/she is entitled under the Workers' Compensation Laws of the State of Florida and such benefits above legal requirements as JEA may deem reasonable.

ARTICLE 14: LEAVE USAGE

14.1 Leave Usage (Generic)

A. Employees, when eligible and authorized, may use their annual~~,~~ or personal leave upon written application to their immediate manager or designee. Approval may be based upon the nature of the request if needed. Extensions may be granted at the option of the manager or designee. The approval of leave and extensions shall not be unreasonably denied.

B. Annual, or personal leave will be charged against an employee's regular workday, and shall not be charged for absences on a prearranged overtime workday, unscheduled call-in overtime days, or holidays.

C. Unscheduled leave

1. Annual or personal leave may be taken for emergency, illness, or injury of the employee or employee's immediate family.

a. Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury in the following manner:

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

(2) a. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.

b. Shift employees shall notify the appropriate manager at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

b. Employees who fail to notify the appropriate designated individual as required by Aticle.14.1 C (1) (a) may not be allowed to charge their absence to annual or personal leave unless waived by the manager or designee.

c. Absences for illness under annual or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of annual or personal leave for illness.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave.

d. Employees failing to comply with the provisions of Section 14.1 will be subject to disciplinary action. Authorized use of leave shall not be grounds for disciplinary action.

D. Scheduled leave

1. In order to ~~i~~ensure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) days annual leave per contract year. Employees are encouraged to retain eighty (80) hours in their leave account in case of serious personal illness.

2.

a. Accrued annual or personal leave may be taken at any time when authorized.

b. Scheduling for the primary vacation period will be accomplished on a seniority basis, with full-time Civil Service employees taking precedence, in a classification within a cost center or group of cost centers for the first request only provided that the request is submitted between January 2 and January 31 and is subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Where possible, employees shall have access to the days to choose from when selecting days for leave. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system. Once the primary vacation periods have been scheduled, additional leave authorizations may be made as in 14.1 D (2) (c) below. The primary leave schedule will be posted by February 15, for the period of April 1 through March 31.

c. In scheduling annual or personal leave, full-time Civil Service employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Secondary vacation (leave) request(s) may be submitted from February 15th through March 15th and will be posted by March 31st. Employees will be allowed to submit as many as 25 days as long as the employee has or will have accrued leave available. An employee will not be allowed to cancel leave without the approval of the designated individual. Any additional request(s) after March 31 will be scheduled on a first come-first served basis. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or work otherwise be detrimental to the efficient operations of the system.

(1) All employees will be given the opportunity to change their vacations during the primary vacation and secondary vacation periods, as outlined in the AFSCME contract. However, once the employee has made their original selection and later wants to make a modification/change to their vacation date(s), this employee will be placed next in line and allowed to pick from the available dates remaining at the time.

(2) When an employee is out during the vacation pick period, they will be allowed to select from the periods that were available at the time their seniority allowed. The selection process will continue as scheduled. JEA will consider exceptions to the number of employees allowed off in this situation, if necessary.

3. JEA employees may split their annual or personal leave in any manner desired and approved by their manager or his/her designee. The splitting of leave must be consistent with the operational requirements of the system.

4. Requests for leave of less than five (5) consecutive days must be submitted at least twenty-four (24) hours in advance unless the leave is for illness or emergency

E. 1. The minimum amount of annual or personal leave to be taken and charged shall be in one-tenth~~half~~ (1/10~~2~~) hour increments.

2. Employees shall be charged for their normal hours worked, respectively, for a day off.

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

G. Once leave has been approved, the employee shall take the leave unless that employee's request to cancel is approved by the appropriate designated individual.

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

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

J. 1. An eligible employee who is out of work because of an on-the-job injury may use annual leave, personal leave and/or compensatory time to remain on the payroll, under the conditions established in this section.

2. In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:

a. The employee is away from work due to an on-the-job injury;

b. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;

c. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.

3. When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave or compensatory time so charged shall be the minimum amount in one-half of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.

4. If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

14.2 Annual and Retirement Leave Usage

A. If an employee has exhausted all of the accrued, unused annual leave, and then said employee suffers an illness which requires time off, then said employee shall be allowed to use the credited retirement leave for the purpose of illness only.

B. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more for such illness, then such leave, may at the employee's option, be deducted from the retirement leave account of such employee.

14.3 Leave Donation and Forfeiture

A. Employees may forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to regular, full-time JEA employees who are critically ill, critically injured, or require an extended leave of absence for medical reasons or to care for a family member with a serious illness.

Employees may donate annual, personal, and retirement leave but not compensatory leave, to the United Way. For the purpose of this section, family member is specifically defined as the employee's spouse, son, daughter or parent.

B. Forfeitures to critically ill or critically injured employees or employees who require an extended leave of absence for medical reasons or to care for a family member with a serious illness shall be subject to the following requirements:

1. The critically ill or critically injured employee and employees who require an extended medical leave of absence must submit a statement of need to the Director of Employee Services or his/her designee. The employee who requires an extended medical leave of absence must include a physician's statement documenting the need for an extended medical leave of absence. The Director of Employee Services or his/her designee shall determine the employee's eligibility to receive leave donations in accordance with the provisions of this Section 14.3.

2. Forfeitures may not be made in respect of an ordinary illness, but rather may be made only in respect of a serious or major illness, hospitalization of five (5) days or more, or a medical leave of absence of ten (10) days or more.

3. The employee forfeiting the leave must complete the appropriate form and submit it to the Employee Services.

4. The employee receiving the forfeited leave must have exhausted all other available leave, and may receive only enough donated leave to cover the period of the absence. Upon returning to work, the employee receiving the forfeited leave may have a positive leave balance of up to twenty four (24) hours as a result of any donation(s).

C. Donations or forfeitures of leave under this Section 14.3 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated or forfeited by the hourly rate of the employee donating or forfeiting the leave.

ARTICLE 15: ANNUAL LEAVE (PLAN E)

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

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

15.2 Employees shall accrue annual leave with pay according to the following schedule on a bi-weekly basis:

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

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

C. The rate of accrual shall change to the higher rate on the anniversary day or adjusted date of employment.

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

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

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

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

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

15.4 For the purpose of this Article, retirement is defined pursuant to Ordinance provisions of the pension program of the City. Vesting is considered as retirement. Upon retirement, the employees' annual leave account and retirement leave account shall be used or paid on an hour-for-hour basis, up to maximum of nine-hundred sixty (960) hours in each account under the following provision:

A. Retirement leave may be taken either immediately prior to desire eligible retirement date, which leave may be used for the fulfillment of time service requirements; or retirement leave may be taken following fulfillment of time service requirements.

B. Employee on retirement leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.

C. Upon placement on retirement leave, such status shall be considered irrevocable.

D. While on retirement leave, an employee shall not accrue annual leave, but shall be eligible for legal holidays; and any general salary increases, but not performance/step increases.

E. At the employee's option, retirement leave may either be taken, or paid for in one lump sum on an hour-for-hour basis.

F. If an employee terminates prior to retirement as defined in the Annual Leave Ordinance, said employee shall be paid for any retirement leave credited, on the basis of one (1) hour's pay for every two (2) hours of said retirement leave credited.

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

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

15.7 Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with law, shall be paid for all accrued personal and retirement leave on the basis of hour for hour in said accounts.

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ARTICLE 16: ANNUAL LEAVE (PLAN H)

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

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

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

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

C. The rate of accrual shall change to the higher rate on the anniversary day or adjusted date of employment.

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

16.3 Annual leave shall accrue to a maximum of ~~480~~600 hours. The employer will compensate the employee on an hour-for-hour basis for any accrued amount over ~~four~~ six hundred ~~eighty~~ (~~480~~600) hours as of September 30th each year. These payments will be made on the ~~second~~first payday in November, at September 30th rate of pay.

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

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

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

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

E. Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause the employee shall be paid 100% of their unused annual leave accrued on an hour-for-hour basis.

F. Employees, who are discharged for stealing, sabotage, or illegal possession or use of drugs, shall forfeit their unused personal leave accrued during the contract year.

ARTICLE 17: OTHER LEAVES

17.1 Jury Duty

Any employee in the bargaining unit who is required to perform jury service during his/her normal working hours in any court shall be paid his/her regular salary for the time spent in jury service. The employee summoned as a juror shall notify his/her manager of the need to take leave for jury service as soon as the employee receives a summons for jury service. Notification shall be by memorandum (in duplicate) with a copy of the summons attached. An employee who is released from jury service prior to four (4) hours from the scheduled end of his/her work day, shall be required to report to his/her work site within one and one-half (1-1/2) hours after release from jury service.

17.2 Witness Service

Any employee, who is called to testify while off duty in any court proceeding as a result of his or her normal JEA duties, shall be entitled to compensation for all hours on such special duty. The employee will be compensated for these special duty hours at the appropriate rate. The employee will be compensated for a minimum of four (4) hours.

17.3 Bereavement Leave

A. Upon notification of the death of an immediate family member, an employee may be granted the day or remainder of the day, if at work, off without loss of pay and ~~may~~shall be granted an additional three (3) work days within the next ~~eight~~fifteen (~~8~~15) working days off without loss of pay, as Bereavement Leave. Working days are defined as Monday through Friday.

B. For the purpose of this Agreement immediate family is defined as spouse, children, stepchildren, parents, step-parents, brother, sister, half-brothers and stepbrothers, half-sisters and stepsisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's grandparents, individuals for which the employee is designated as acting *in loco parentis* (as interpreted under the FMLA), and relatives who permanently reside with the employee.

C. If an employee requires additional time to attend matters related to the death of a family member of the employee's immediate family, the employer will permit the employee to use a reasonable period annual/personal leave time.

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

E. Employees covered by this Agreement shall be granted up to four (4) hours leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker ~~from the same department~~ (active or retired), unless the employee is required to work to maintain system integrity.

17.4 Military Leave

Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994 and Chapter 115, Florida Statutes.

A. Training

1. Employees who are members of the National Guard, or organized military reserves of the United States, who are ordered to attend an annual training period shall, upon presentation of their official orders or appropriate military certification, be granted not more than two hundred forty (240) hours with pay to attend such training period, in one (1) calendar year (January – December) in accordance with the official orders to active duty for training, including travel time authorized by such orders. The training leave shall not be deducted from annual/personal leave or in any other way that may result in privileges or compensation to said employee. Employees are responsible to notify their manager as soon as possible of the dates for the training period and provide a competent set of orders.

2. Employees who are members of the reserve components mentioned above and are required to attend regularly scheduled training assemblies throughout the year may, upon due notice request, apply for annual/personal leave to attend the military training assemblies when they are scheduled to be on duty. Employees who request time off for this purpose are responsible to advise their manager at the earliest possible time of the dates when they are scheduled for the training assemblies which conflict with their normal schedule.

B. Military Duty

An employee who volunteers or is inducted into the Armed Services shall be granted a leave of absence without pay beginning with the date of induction and ending upon return to duty with JEA or one (1) year after his/her date of

separation from military service or hospitalization continuing after discharge, whichever occurs last. Leave of absence for military purposes shall be filed in the employee's personal file.

17.5 Parental Leave

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

ARTICLE 18: HOLIDAYS

18.1 Employees in the bargaining unit shall be entitled to ~~twelve~~thirteen (13~~2~~) holidays with pay each year as follows:

Date	Event
January First (1st)	(New Year's Day)
Third Monday in January	(Martin Luther King's Birthday)
Third Monday in February	(Presidents Day)
Last Monday in May	(Memorial Day)
June Nineteenth (19th)	(Juneteenth)
July Fourth (4th)	(Independence Day)
First Monday in September	(Labor Day)
November Eleventh (11th)	(Veterans Day)
Fourth Thursday in November	(Thanksgiving)
Friday After Thanksgiving	
December Twenty-Fourth (24th)	(Christmas Eve)
December Twenty-Fifth (25th)	(Christmas Day)
Special Leave Day*	

*The Special Leave Day shall be arranged so as to be mutually convenient to both the employee and the Employer.

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

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

18.4 Employees shall be compensated for holidays at their respective rates of pay for the number of hours they would have ordinarily worked on the holiday. Should a holiday fall or be observed on a regular work day that is less than 8 hours, the holiday will be observed as an eight (8) hour straight time holiday.

18.5 When an employee is required to work on a day observed as his/her holiday, the employee shall be compensated normal work day hours straight time pay, dependent

on work day assignment, as holiday pay. In addition, the employee shall receive one and one half (1 ½) times his/her straight time hourly rate for all hours worked up normal work day assignment and two and one-half (2 ½) times his straight time hourly rate for all hours worked on the holiday over normal work day assignment.

18.6 The Special Leave Day may be taken on any date during the budget year by mutual agreement of the employee and the manager. ~~The Special Leave Day shall not apply until the employee has completed probation or after they have completed six month of employment whichever occurs first~~. Approval of the Special Leave Day shall not be unreasonably withheld. ~~Failure of the employee to take the Special Leave Day during the fiscal year shall result in the payment of eight (8) hours regular pay at the end of the fiscal year.~~ If the employee fails to take the Special Leave Day prior to the end of the fiscal year, the employee shall be paid eight (8), ten (10) or twelve (12) hours of pay in accordance with their regularly scheduled shift, at his/her rate of pay at the end of the fiscal year.

ARTICLE 19: JOB POSTING/INTERNAL RECRUITING

19.1 Whenever a civil service job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards in accordance with Civil Service and Personnel Rules & Regulations.

19.2 Employees, who wish to apply for the examination, including eligible employees covered by Schedule B of this Agreement, must do so in writing within the period provided above.

19.3 The Employer may assign or reassign employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotion.

19.4 Internal Recruitment

Employees in Bargaining Unit 79 shall be eligible for internal recruitment if they have worked a minimum of 1040 hours in the 12-month period immediately preceding the examination date.

ARTICLE 20: SAFETY AND HEALTH

20.1 The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

20.2 The Employer will provide protective devices, wearing apparel, and other equipment necessary to protect employees from injury, in accordance with established safety practices. Such practices may be improved ~~from time to time~~ by the Employer's in-house safety representatives. The Union may submit safety recommendations ~~from time to time~~. When protective devices, apparel, and equipment are provided, they must be used. The Union agrees that willful neglect and failure by the employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

20.3 Safety Shoes

A. Employees who are newly hired or who transfer for the first time into a job whose duties require safety shoes will be provided two pair of safety shoes in their first year in the applicable job.

B. The Employer will provide one replacement pair of safety shoes to each employee whose job duties require their use and who return the pair needing replacing (as determined by management).

C. Those employees will be required to wear safety shoes when assigned duties requiring their use.

20.4 Fitness for Duty Evaluation

JEA, for proper cause, has the right to require any employee to undergo a medical and/or psychiatric examination by a JEA assigned physician at any time to ascertain whether or not an employee is physically and/or mentally capable of performing the duties required of his/her classification. This examination will be conducted on JEA time and at JEA expense. If the employee does not agree with the results of the medical and/or psychiatric examination, the employee has the right to request a second opinion. If any employee requests a second opinion, the JEA shall provide the employee with a list of three physicians who may be consulted for a second opinion, and the employee shall select a physician from that list. The cost of obtaining the second opinion will be paid by the employee.

ARTICLE 21: COMPREHENSIVE DRUG/ALCOHOL ABUSE POLICY AND PROCEDURES

PRELUDE

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

21.1 Definitions

A. "Drug abuse" means:

1. The use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.

2. The commission of any act prohibited by Chapter 893, Florida Statutes

3. Abusing a lawful prescription

4. Substituting or adulterating any specimen during a drug test

5. Refusing to submit to a drug test

6. Drug test with positive results

B. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.

C. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9,1994, Federal Register (59 FR 29908), and as amended from time to time.

D. "Reasonable belief" means an opinion which a reasonably prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to, sensory facts (what a person saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information

2. The reliability of the person or source providing the information

3. The extent of any confirmation; and

4. Any other factors contributing to the belief or the lack thereof

Not all of these factors must exist to find reasonable belief, but all must be examined.

E. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.

F. "Alcohol Abuse" means:

1. Using or being under the influence of alcohol or alcoholic beverages on the job

2. Substituting or adulterating any specimen during an alcohol test

3. Refusing to submit to an alcohol test

4. Alcohol test with positive results

21.2 Circumstances When Testing May Be Required

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

A. Whenever two (2) managerial/supervisory employees concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public and the reasons for such concurrence have been stated to a Union representative.

1. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or

damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable) , urine specimens will be collected from all employees directly involved in the accident and stored for future testing. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after (sequelae)or impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee's(s') specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include a Union executive board member or designee.

2. The employee will also be subject to an alcohol breathalyzer test.

B. Whenever an employee in a safety sensitive classification (including CDL) is involved in a vehicular accident that results in a fatality; or the employee receives a citation moving traffic violation and the accident involved bodily injury requiring medical treatment away from the scene; or one or more vehicles are damaged and disabled requiring towing away from the scene, the employee will be tested for drugs and alcohol.

C. Any time within one (1) year after an employee has voluntarily admitted a substance problem during the amnesty period or tested positive for the presence of illegal drugs taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee and/or alcohol or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)

D. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)

E. Upon completion of the JEA State Certified Apprenticeship Program, prior to promotion to a State Certified journeyman classification.

F. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions. Management's designation of a position as "safety

sensitive" shall be subject to appeal to the Vice President Employee Services or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.

G. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Section 112.0455(5) (m) and 440.102(1) (o), Florida Statutes.

21.3 Testing Procedures

A. Drug

Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.

The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern.

SCREENING THRESHOLDS

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

Initial test analyte	Initial test cutoff [1]	Confirmatory test analyte	Confirmatory test cutoff concentration
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA [4]/MDA [5]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

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

** ** The confirmation test will also include a test for 6-monacety/morphine (MAM)*

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

1. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.

2. If the results of the initial test provided for in Section 21.3 (a) (1) are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result until it has been confirmed as provided for in this section.

3. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the

employee will be advised of those circumstances and will be requested to provide another specimen for testing.

Should the employee provide a specimen which is unsuitable for testing a third consecutive time, the employee will be subject to providing a blood sample.

4. Specimens that are adulterated or substituted will be reported as a "refusal to test," and the employee will ~~not~~ be offered the opportunity for a test of the second sample as provided for in (3). If the results of the confirmation test provided for in Section 21.3 (a) (2) are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

B. Alcohol

In testing for the present of alcohol, the JEA shall utilize a generally accepted blood test procedure or breathalyzer that provides quantitative results showing the amount of alcohol present in the blood.

The threshold level or cut-off limit shall be as set forth below or as established by HHS and/or SAMHSA and/or by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA and/or by Florida Statute which are in effect as of the date of any given test shall govern.

Breath or Blood Alcohol Threshold Levels
HHS and/or SAMHSA
0.020 to 0.039
0.040 to 0.079
0.08 and above
Florida Statute
>0.05 to 0.079
0.08 and above

Random Testing Protocol

1. Management will administer random drug tests up to 50% of all employees who are designated as safety sensitive or CDL each year. (The "50%" can be rounded up to include the nearest "whole" person.)

2. Management will administer random alcohol tests up to 10% of all employees who are designated as safety sensitive or CDL each year. (The "10%" can be rounded up to include the nearest "whole" person.)

3. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.

4. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

21.4 Disciplinary Action

A. Drug Abuse shall subject the employee to the following discipline:

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's family or household, or to a person residing with the employee shall be given a single last chance notice – provided the prescription was taken for the employee's bona fide medical condition. Subsequent violations of the policy shall result in immediate termination.

2. Drug abuse, other than described in (1) shall result in immediate termination.

B. Alcohol Abuse shall subject the employee to the following discipline:

1. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04 but less than or equal to 0.05, the employee will be given a letter of "Required Action and Consequences of Noncompliance" considered discipline. A second positive test in level described above will result in a Last Chance Notice and a third positive will result in termination.

2. If an employee tests positive for a breath or blood alcohol level in excess of 0.05, but less than 0.08, and there is no other competent evidence of impairment, the employee will be given a Last Change Notice. Any subsequent positive test producing a breath or blood alcohol level in excess of 0.05 will result in the employee being terminated from employment.

3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.

4. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.

C. Any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article or a refusal to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be subject to termination from employment.

D. Taking any lawful prescription, which has the potential to affect the employee's physical or mental capacity, without notifying the appropriate manager prior to commencing work, shall be treated as a safety violation subject to discipline.

21.5 Rehabilitative/Corrective Action

Amnesty

A JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 21.4 (a) (1) or 21.4 (b) (1) applies, to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit JEA's rights to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.

B. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his job duties. The decision as to whether the employee can safely perform his job duties shall be made by the Vice President, Director, or Manager in conjunction with a physician or Substance Abuse Professional associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:

1. Whether the employee has regularly attended counseling and/or treatment sessions as directed.

2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.

4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.

6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.

C. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Alcohol Use & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

21.6 Examination and Test

A. Except as provided in paragraph 21.3 (4), JEA will pay the cost of any test required by Section 21.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 21.2 (D), any employee who is subject to dismissal will be given the opportunity at his/her request for an independent blood alcohol test conducted at the same time at his/her own expense.

B. Urine specimens required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug testing.

C. Drug tests will be performed by a SAMHSA certified facility selected by JEA.

D. Alcohol tests will be performed by a licensed medical facility selected by JEA.

E. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Labor Relations Manager. The Labor Relations Manager or designee shall release relevant information contained in those records only to the employee's Vice President, Director, or Manager, and to those JEA Management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information

regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

F. JEA will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

21.7 Training

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this article. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

21.8 Employee Support

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

21.9 Employer Initiation

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

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ARTICLE 22: DISCIPLINE AND DISCHARGE

The procedure for dismissals, demotions, and suspensions shall be as outlined in the Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. ~~Any action instituted under this section shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof. Normally, a written statement of charges shall be given to the employee within forty-five (45) calendar days from the initial investigatory meeting. However, all time limits established in this section may at management's discretion, be extended during the pendency of a criminal investigation into an employee's conduct.~~ No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause. The appointed manager will give a written "Notice of Fact Finding" form to the employee within the next twenty-one (21) calendar days worked by the employee after JEA became aware of the occurrence. This twenty-one (21) days worked period may be extended by mutual agreement. However, no "Notice of Fact Finding" form will be required if discipline is given within the prescribed twenty-one (21) days worked by the employee, or the extended time period as mutually agreed. This Notice shall be followed by a written statement of the charges within forty-five (45) calendar days from the date of the notice. The employee will be notified of the findings if there are no charges. This provision cannot be exercised after 180 calendar days from the date of occurrence. Provided, however, that all time limits established in this section may at management's discretion, be extended during the pendency of a potential felony criminal investigation into an employee's conduct. In such cases, the time limits established by this section will not begin to run until all criminal investigations and/or prosecutions involving the employee are concluded.

A. Progressive Disciplinary for repeated or similar or related offensive is described as follows:

1. Verbal Warning
2. Letter of Counseling
3. Letter of Reprimand
4. Final Written Reprimand, or Suspension, or Reduction in Pay
5. Demotion or Discharge

B. A Last Chance Agreement may be used in lieu of demotion or dismissal

C. The parties recognize that the seriousness and circumstances surrounding an offense may warrant more or less severe discipline, depending upon all of the facts. Employees should be informed that failure to correct misconduct may lead to more severe discipline. When the situation warrants, JEA may provide counseling before implementing progressive discipline. The purpose of counseling is to advise an employee of required or prohibited conduct of which the employee was not aware, to document that such advice was given, and to remind the employee those future violations will be subject to

disciplinary action.

22.1 Letters of Counseling are not considered disciplinary action and not subject to grievance. All Letters of Counseling will be signed by a Manager before being issued to the employee and shall not be used as a basis for future disciplinary action after twelve (12) months from the date of issue. Employees shall have the right to provide a Letter of Rebuttal on an established form (Appendix D) within 15 calendar days of receipt of the Letter of Counseling. Letters of Counseling and any rebuttal letter if submitted shall be maintained in the manager's departmental file and a copy provided to Labor Relations. Letters of Counseling shall not be placed in the employee's official personnel file.

22.3 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until he/she has been furnished with a written statement of the charges and the reasons for such actions. A copy of the statement is to be sent to the Union. The statement will notify the employee of his/her right either to appeal the discipline to the Civil Service Board of the City of Jacksonville, or to grieve the discipline, pursuant to the provisions of Article 23 of this Agreement.

22.4 Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in the employee's personnel file. If the employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand, and shall not mean that the employee agrees or disagrees with the reprimand. The employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the employee's personnel file.

22.5 Disciplinary entries in an employee's personnel file shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of the entry. The union recognizes that the Employer is required to retain copies of all disciplinary entries in order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.

22.6 Personnel Records

There shall be only one official personnel file for each employee, which shall be maintained in the Employee Services office. Employees have the right to review their own personnel file at reasonable times under supervision of the designated record custodian. Employees have the right to respond to any material included in their official personnel file. Only those disciplinary actions recorded in an employee's official personnel file may be used as the basis for progressive discipline. When a document

has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be removed and placed in the appropriate file.

22.7 Options for Appealing Disciplinary Action:

A. Any employee shall have the right to either grieve a disciplinary action pursuant to the terms of this Agreement, or to appeal the decision to the Civil Service Board. No employee may use both the Civil Service Board appeal process and the grievance procedure to review the same matter.

B. An employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 23.

C. An employee who elects to appeal to the Civil Service Board shall initiate proceeding by filing a notice of appeal with the Civil Service Board.

ARTICLE 23: GRIEVANCE PROCEDURE

23.1 It is intended this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work toward this end. The grievance will systematically follow the steps of the grievance procedure contained in this article, except as otherwise provided for in Section 447.401, Florida Statutes.

23.2 The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties of this Agreement for such matters.

23.3 Any employer groups of employees may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:

A. A signed statement, refusing Union representation, is executed by the employee.

B. The employee may represent himself or may be represented by legal counsel at his own expense.

C. Any adjustment must not be inconsistent with the terms of this Agreement, and the Union must be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

23.4 During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed no more than thirty (30) calendar days to provide time for the questioned policy, law or regulation to be interpreted by the proper authority.

23.5 A grievance must be taken up with the Employer within ~~fifteen~~ twenty-one (21~~5~~) calendar days after the occurrence of the matter out of which the grievance arose. In the event the Employer fails to observe the time limits prescribed in each step, the employee or the Union may be advanced the grievance to the next step of the procedure. In the event the employee or the Union fails to meet the time limits prescribed at any step of the grievance procedure, the grievance shall be deemed withdrawn and as having been settled on the basis of the decision most recently given and not be subject to further appeal except to arbitration to determine the matter of timeliness of the grievance only. Time limits at any level may be extended by mutual agreement between the Employer and the Union or employee.

23.6 Procedure

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

STEP 1- FORMAL

The grievance procedure is initiated by the Union, the employee, or the employee and the Union representative submitting the grievance in writing (on mutually agreed upon form) along with any supporting documentation to the employee's Manager. The Manager shall acknowledge receipt of it and the date thereof in writing. The written grievance shall identify the article(s) and section(s) of this Agreement that are at issue, shall specify the corrective action requested by the grievant, and shall include a brief summary of the factual basis for the grievance including that date that the alleged grievance occurred. The immediate Manager or Director or designee shall, within ten (10) calendar days of receipt of the grievance, meet with the employee and/or Union representative to discuss the grievance. The Director or Manager shall provide his written decision and the reason(s) for the decision within fifteen (15) calendar days after the meeting. The written decision shall be provided to the aggrieved employee and the Union. If the Step 1 decision does not resolve the grievance, the grievance may be forwarded to the next step.

STEP 2- FORMAL

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

B The Managing Director's Representative shall be a Chief or Vice President. A Chief or Vice President will not be designated as a representative to hear the grievance in his own Group. Said representative shall have full authority to render a written decision.

C. If the Step 2 decision is not satisfactory it may be referred to as arbitration as provided in this Agreement within thirty (30) calendar days, after receipt of the written decision.

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

23.8 Upon mutual agreement of the parties, policy grievances filed on behalf of the Union which arises as disputes involving the interpretation or application of this Agreement, as a result of the Employer decisions regarding the interpretation, application or intent of JEA policies and procedures shall be initiated at step two (2).

NOTE: Grievances filed as a result of disciplinary action taken that includes reduction in pay, suspension, demotion or dismissal, may be initiated at step 2.

23.9 Arbitration

A. If the grievance is not settled in accordance with the provisions of Article 23.2, the aggrieved employee, or the Union may request arbitration by serving written notice of intent to arbitrate to Labor Relations or his/her designated representative, no later than thirty (30) calendar days after receipt of the Employer's response in Step 2. The notice of intent to arbitrate must be accompanied by a written statement identifying the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within thirty (30) calendar days, the Employer's Step 2 answer shall be final and binding upon the aggrieved employee, the Union, and the Employer.

B. Upon appeal to arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) arbitrators. Such a request for a panel must be made within nine (9) months of intent of arbitration notice. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case may be) and the Employer shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The name remaining shall be selected as the arbitrator. The Union or employee may in their written request for arbitration include the names of two (2) arbitrators either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, then the FMCS procedure will be followed. Either party may request a second panel be provided by FMCS, as long as such request is made before the parties' striking of names, but each party may only

do so once. The arbitration hearing must be scheduled within nine months of selection of an arbitrator, unless both parties agree to additional time due to any reasonable scheduling difficulties.

C. The arbitration hearing will be scheduled within thirty (30) calendar days from the date that the arbitrator is notified of his/her selection.

D. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or at the request of the arbitrator. The arbitrator shall have thirty (30) working days after the hearing is concluded, or after receipt of briefs, to render his/her award and findings of fact.

E. The decision of the arbitrator relating to the interpretation, enforcement, or application of the provisions of this Agreement shall be final and binding on the Employer, the Union and the employee. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise supplement or alter the express terms of this Agreement, or usurp any authority responsibility lawfully granted to the Employer.

F. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory opinions, and shall be confined exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based on those findings of fact. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him/her at the arbitration hearing. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.

G. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and waiver of any and all rights by the appealing party and all persons it represents.

H. The cost and expense incurred by the arbitrator shall be shared equally by the parties involved in the arbitration proceeding. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating

to arbitration, that employee shall pay the Union's share of the arbitrator's costs and expenses.

ARTICLE 24: SEVERABILITY

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

ARTICLE 25: RESIDUAL RIGHTS CLAUSE

25.1 The Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.

25.2 All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

ARTICLE 26: [OPEN] ~~RECAPITALIZATION EVENT~~

~~For purposes of this Article, if a "Recapitalization Event" occurs, it is defined as:~~

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

~~The effective date of a Recapitalization Event shall be the date of closing of a transaction that results in either of the above two contingencies occurring, or in the case of a series of related transactions, the date of a closing of a transaction that, when combined with other prior transactions in the series, results in either of the above two contingencies.~~

~~In the event of a Recapitalization Event, the terms of this Article will apply; conflicting provisions of this Agreement, (if any) will be superseded by the terms of this Article.~~

~~26.1 Pension~~

~~The parties understand and agree that Ordinance 2019-566 is currently being considered for enactment by COJ City Council. In the event of a Recapitalization Event, the parties agree that the retirement benefits and applicable timeframes shall be as described in the enacted ordinance, which is incorporated by reference as though fully set forth herein. It is recognized and agreed that the ordinance does not diminish any pension rights guaranteed under existing applicable law. Further, it is understood and agreed that in the event a Recapitalization Event occurs and there are conflicting provisions between the enacted ordinance and Article 12.10, the conflicting provisions of Article 12.10 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.~~

~~I. SUMMARY OF RECAPITALIZATION PENSION CHANGES~~

~~A. Employees Hired On or After October 1, 2017~~

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

~~B. Employees Hired Before October 1, 2017~~

~~In summary, upon a Recapitalization Event, employees shall be provided additional service credits for base pension benefit accrual purposes, to reach the earliest normal retirement date~~

~~(*i.e.*, 5 years of service/age 65; 20 years of service/age 55; 30 years of service/under 55) that they would have reached had they continuously worked for JEA. Employees will be eligible to receive retirement benefits upon reaching the actual chronological age required by the earliest normal retirement date.~~

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

~~D. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the AFSCME (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then AFSCME shall receive the difference received by the other participating bargaining unit(s).~~

~~26.2 Employee Protection and Retention Program Agreement~~

~~Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into a Employee Protection and Retention Program Agreement ("Retention Agreement"), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).~~

~~The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.~~

~~JEA shall contractually require its successor to provide such guarantees to each eligible employee covered by this Agreement who was employed as of the Closing Date of a Recapitalization Event.~~

~~For purposes of this Agreement, and under the terms set forth in Exhibit E, JEA, as a condition of any Recapitalization Event, shall contractually require its successor to provide each employee covered by Exhibit E with the benefits set forth therein. Nothing in this section limits benefits otherwise available to employees hired after July 23, 2019.~~

~~In the event of a Recapitalization Event, and if there is a conflict between this section and Exhibit E, the terms of Exhibit E will control.~~

~~Upon the Union's request, JEA shall provide the Union with written notice of the documents that provide this contractual obligation to JEA's successor.~~

~~26.3 Disability Coverage~~

~~In the event of a Recapitalization Event, to bridge employees to the five (5) year minimum eligibility waiting period for Social Security Disability, employees will be provided a comparable disability insurance benefit up to five (5) years at no cost to the employee. Employees will be responsible for all applicable taxes related to disability benefit payments.~~

ARTICLE 27: ENTIRE AGREEMENT

27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, this section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

27.2 The Union has been provided with a copy of JEA policies and work regulations. A copy of any new or revised JEA policy or work regulations will be forwarded to the Union upon adoption.

27.3 All JEA policies and work regulations shall be posted in the appropriate areas.

27.4 If, during the term of this Agreement, a proposal to increase the rate of employee contributions to the pension system is considered by the Employer, the Employer and the Union shall meet, upon the request of either party, to consider and discuss the effect of such proposed legislation upon the employees in the bargaining unit.

27.5 Except as otherwise provided in the Agreement, this Agreement shall be effective from October 1, ~~2019~~2022, and shall remain in force until September 30, ~~2022~~2025.

APPENDIX A

AFSCME Job Classification Index		
Job Code	Job Title	Pay Grade
A011	Account Clerk Senior	8
A001	Account Clerk	6
2251	Administrative Support Asst. - AFSCME (RL)	12
L020	Construction Inspector I	11
L026	Construction Inspector II	17
9501	Customer Advisor I	27
9502	Customer Advisor II	28
9503	Customer Advisor III	29
9504	Customer Advisor IV	30
1022	Customer Advisor I (Legacy)	23
1023	Customer Advisor II (Legacy)	24
1024	Customer Advisor III (Legacy)	25
1025	Customer Advisor IV (Legacy)	26
6737	Electric Operations Associate	14
1095	Facilities Inspector	8
1096	Facilities Inspector II	14A
2143	Fleet Support Associate	8
2309	Laboratory Analyst	9
2241	Laboratory Scientist	15
2242	Laboratory Scientist Senior	16
2240	Laboratory Technician	4
G106	Land Surveyor	8
2505	MV90 Data Specialist	14
2250	Office Support Associate	7
2901	Payroll Practitioner	10
2903	Payroll Associate Senior	15A
2004	Procurement Card Coordinator	15
2002	Purchasing Agent	15
2000	Purchasing Assistant	10
5550	Risk Management Claims Associate	11
7076	Travel Coordinator	7
U122	Water Quality Technician Sr.	10
2254	Weigh Clerk	12
7035	Workforce Management Analyst	7

Job Code	Job Name	ay Grad	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2240	Laboratory Technician	4	22/23	$20.49	$21.51	$22.59	$23.72	$24.91	$26.15	$27.46
			23/24	$21.41	$22.48	$23.61	$24.79	$26.03	$27.33	$28.69
			24/25	$22.16	$23.27	$24.43	$25.65	$26.94	$28.28	$29.70
A001	Account Clerk	6	22/23	$21.48	$22.56	$23.70	$24.88			
			23/24	$22.45	$23.58	$24.76	$26.00			
			24/25	$23.23	$24.40	$25.63	$26.91			
2250	Office Support Associate	7	22/23	$24.88	$26.14	$27.44	$28.83	$30.27	$31.78	
7076	Travel Coordinator		23/24	$26.00	$27.31	$28.68	$30.12	$31.63	$33.21	
7035	Workforce Management Analyst		24/25	$26.91	$28.27	$29.68	$31.18	$32.74	$34.37	
A011	Account Clerk Senior	8	22/23	$24.88	$26.14	$27.44	$28.83	$30.27		
1095	Facilities Inspector		23/24	$26.00	$27.31	$28.68	$30.12	$31.63		
G106	Land Surveyor		24/25	$26.91	$28.27	$29.68	$31.18	$32.74		
2143	Fleet Support Associate									
2309	Laboratory Analyst	9	22/23	$26.14	$27.44	$28.83	$30.27	$31.78	$33.37	
			23/24	$27.31	$28.68	$30.12	$31.63	$33.21	$34.87	
			24/25	$28.27	$29.68	$31.18	$32.74	$34.37	$36.09	
2901	Payroll Practitioner	10	22/23	$27.46	$28.85	$30.29	$31.81			
2000	Purchasing Assistant		23/24	$28.70	$30.14	$31.65	$33.24			
U122	Water Quality Technician Sr.		24/25	$29.70	$31.20	$32.76	$34.40			
L020	Construction Inspector I	11	22/23	$27.75	$29.14	$30.59	$32.13			
5550	Risk Management Claims Associate		23/24	$28.99	$30.45	$31.97	$33.57			
			24/25	$30.01	$31.52	$33.09	$34.75			
2251	Administrative Support Asst. - AFSC	12	22/23	$29.46	$30.93	$32.48	$34.11			
2254	Weigh Clerk		23/24	$30.79	$32.33	$33.94	$35.64			
			24/25	$31.87	$33.46	$35.13	$36.89			
6737	Electric Operations Associate	14	22/23	$30.27	$31.79	$33.38	$35.05	$36.80	$38.64	$40.57
2505	MV90 Data Specialist		23/24	$31.63	$33.22	$34.88	$36.63	$38.45	$40.38	$42.39
			24/25	$32.74	$34.38	$36.10	$37.91	$39.80	$41.79	$43.88
1096	Facilities Inspector II	14A	22/23	$31.77	$33.36					
			23/24	$33.20	$34.86					
			24/25	$34.37	$36.08					
2241	Laboratory Scientist	15	22/23	$33.37	$35.04	$36.80	$38.64	$40.57	$42.59	$44.72
2004	Procurement Card Coordinator		23/24	$34.87	$36.62	$38.45	$40.37	$42.39	$44.51	$46.73
2002	Purchasing Agent		24/25	$36.09	$37.90	$39.80	$41.79	$43.87	$46.07	$48.37
2903	Payroll Associate Senior	15A	22/23	$34.97	$36.72					
			23/24	$36.54	$38.37					
			24/25	$37.82	$39.72					
2242	Laboratory Scientist Senior	16	22/23	$35.22	$36.98	$38.83	$40.77	$42.81	$44.95	$47.20
			23/24	$36.80	$38.64	$40.57	$42.60	$44.74	$46.97	$49.32
			24/25	$38.09	$40.00	$41.99	$44.10	$46.30	$48.62	$51.05
L026	Construction Inspector II	17	22/23	$35.73	$37.52	$39.41	$41.38	$43.45		
			23/24	$37.33	$39.21	$41.18	$43.24	$45.41		
			24/25	$38.64	$40.58	$42.62	$44.76	$47.00		
9501	Customer Advisor I	27	22/23	$18.59	$18.96	$19.34	$19.73			
			23/24	$19.42	$19.81	$20.21	$20.61			
			24/25	$20.10	$20.51	$20.92	$21.34			
9502	Customer Advisor II	28	22/23	$20.70	$21.33	$21.98	$22.64			
			23/24	$21.64	$22.29	$22.97	$23.66			
			24/25	$22.39	$23.07	$23.77	$24.48			
9503	Customer Advisor III	29	22/23	$23.76	$24.47	$25.21	$25.96	$26.74	$27.55	
			23/24	$24.83	$25.57	$26.34	$27.13	$27.94	$28.79	
			24/25	$25.70	$26.47	$27.26	$28.08	$28.92	$29.80	
9504	Customer Advisor IV	30	22/23	$28.97	$29.85	$30.75	$31.67	$32.62		
			23/24	$30.27	$31.19	$32.13	$33.09	$34.09		
			24/25	$31.33	$32.29	$33.25	$34.25	$35.28		

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Legacy Jobs/Pay Grades

Job Code	Job Name	ay Grad	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1022	Customer Advisor I	23	22/23	$18.82	$19.77	$20.76	$21.81			
				4.50%	4.50%	4.50%	4.50%			
			23/24	$19.67	$20.66	$21.70	$22.79			
				3.50%	3.50%	3.50%	3.50%			
			24/25	$20.36	$21.39	$22.46	$23.58			
1023	Customer Advisor II	24	22/23	$23.79	$24.63	$25.50	$26.39			
				4.50%	4.50%	4.50%	4.50%			
			23/24	$24.86	$25.74	$26.65	$27.58			
				3.50%	3.50%	3.50%	3.50%			
			24/25	$25.73	$26.64	$27.58	$28.54			
1024	Customer Advisor III	25	22/23	$23.79	$24.63	$25.50	$26.39	$27.32	$28.27	$29.26
				4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
			23/24	$24.86	$25.74	$26.65	$27.58	$28.54	$29.54	$30.58
				3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
			24/25	$25.73	$26.64	$27.58	$28.54	$29.54	$30.58	$31.65
1025	Customer Advisor IV	26	22/23	$24.98	$25.86	$26.76	$27.70	$28.67	$29.67	$30.72
				4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
			23/24	$26.10	$27.02	$27.97	$28.95	$29.96	$31.01	$32.10
				3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
			24/25	$27.02	$27.96	$28.95	$29.96	$31.01	$32.09	$33.22

APPENDIX B: CERTAIN TEMPORARY, PART-TIME OR SPECIAL PURPOSE EMPLOYEES

ARTICLE B-1: ARTICLES ADOPTED BY REFERENCE

The current provisions of Articles listed below of the Agreement reached between the JEA and the American Federation of State, County and Municipal Employees, Florida Council 79, (the Agreement) are hereby adopted by reference and made a part hereof.

Article 1:	Union Recognition
Article 2:	Union Security
Article 3:	Union Rights
Article 4:	Management Security
Article 5:	Management Rights
Article 6:	Labor/ Management Special Meetings
Article 7:	Union Activity
Article 8:	Bulletin Boards
Article 9.6:	Limited Emergency
Article 11.5	Meal Allowance
Article 11.7	Bilingual Supplement
Article 12.1	Employee Benefits
Article 14:	Leave Usage
Article 16:	Annual Leave Plan H
Article 19:	Job Postings/Internal Recruitment
Article 20:	Safety And Health
Article 21:	Comprehensive Alcohol & Drug Abuse Policy And Procedures
Article 23:	Grievance Procedure
Article 24:	Severability
Article 25:	Residual Rights Clause
Article 27:	Entire Agreement

ARTICLE B-2: GRIEVANCES AND SEPARATIONS

B-2.1 Grievance Procedure

A. No eligible[1] employee has a right to the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 23 grievance procedure, provided that grievances of disciplinary actions may be processed only through Step II of the grievance procedure, and may not be taken to arbitration.

B. Eligible employees may not grieve dismissals or separations from employment.

B-2.2 Separations

An eligible employee may be separated from employment with or without cause. Employees separated without cause shall receive ten (10) days' written notice of separation, or ten (10) days' pay in lieu of notice, or any combination thereof.

[1] Certain part-time, temporary, or special purpose employees will be referred as eligible employees.

ARTICLE B-3: HOLIDAYS

B-3.1 Eligible employees shall be entitled to compensation as provided for in sections B-3.2 and B-3.3 for the twelve~~eleven~~ (12~~11~~) holidays below:

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

B-3.2 Eligible employees who are not required to work on a holiday listed in section B-3.1 will be compensated at their regular hourly rate times the average number of hours they have worked per day during the six weeks before the holiday, (e.g. 40 hours a week worked – 8 hours pay; 30 hours a week worked – 6 hours of pay; 20 hours worked – 4 hours pay). However, no eligible employee who works less than forty (40) hours per week will receive compensation for a holiday unless the holiday is observed on a regular scheduled workday of the eligible employee

B-3.3 Eligible employees who are required to work on a holiday shall be compensated at one and one-half (1-1/2) times their straight time pay for all hours worked on the holiday, in addition to being paid for the holiday pursuant to section B-3.2.

ARTICLE B-4: HOURS OF WORK AND OVERTIME PAYMENT

B-4.1 Schedules

Eligible employees' work schedules shall be set at the sole discretion of the appropriate manager.

B-4.2 Overtime

A. Eligible employees shall be required to work overtime when and as required. The manager or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of compensable overtime hours among the work-force, the Employer shall provide, as far as practicable, equal distribution of overtime hours among regular and eligible employees.

B. Eligible employees shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of 40 hours per week.

With the approval of the manager, the employee may elect to receive compensatory time in lieu of cash. Such election and approval shall be made on forms provided by the Employer. An employee may accrue to a maximum of 40 hours of compensatory time. When the maximum has been reached, compensation for additional overtime worked shall be in the form of cash. The Employer may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave will continue to be honored.

C. An employee who is called in to work outside of, and not continuous with, his/her regularly scheduled working hours shall be compensated for the time worked at the straight time rate until the employee has worked forty (40) hours for the week, at which time the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE B-5: WAGES

B-5.1 Part-time, temporary, or special purpose employees shall be paid at the hourly rate applicable to step one of the step pay plan shown in Appendix. Part-time, temporary, or special purpose employees are not eligible for a step increase.

B-5.2 Schedule Premium
Part-time, temporary, or special purpose employees will be paid Schedule~~d~~ Premium as provided for in Article 11.3.

B-5.3 Standby Payment:
Part-time, temporary, or special purpose employees will be paid Standby Payment as provided for in Article 11.2.

B-5.4 Incentive Program:
At its sole discretion, the Employer may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work related improvements, provided the Union is informed in writing of any such programs.

ARTICLE B-6: INJURY IN LINE OF DUTY

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

ARTICLE B-7: LIFE INSURANCE

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

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

ARTICLE B-8: JURY AND WITNESS DUTY

An eligible employee who works less than forty (40) hours per week shall have his/her work schedule adjusted to accommodate jury and witness duty. Forty-hour employees shall be governed by the provisions of Articles 12 and 13 in the Agreement.

ARTICLE B-9: MILITARY LEAVE

Eligible employees shall be paid for military leave at their regular hourly rate times the average number of hours they have worked per day during the six weeks prior to the military leave. (e.g. 40 hours a week worked - 8 hours pay; 30 hours a week worked - 6 hours of pay; 20 hours a week worked - 4 hours pay).

ARTICLE B-10 BEREAVEMENT LEAVE

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

ARTICLE B-11: MATTERS NOT ADDRESSED

To the extent any provision of the Agreement reached between the JEA and the American Federation of State, County, and Municipal Employees, Florida Council 79, is not adopted herein by reference, or is not specifically addressed in this Appendix B, said provision is null and of no effect as it relates to employees covered by this Appendix B.

APPENDIX C - SAFETY SENSITIVE POSITIONS - DEFINITIONS AND KEY

ABBREVIATION	Definition
DISPATCH OF VEHICLE	Responsible for dispatch of emergency vehicles (either emergency response/public safety vehicles or other vehicles in emergency situations).
MAINT OF VEHICLE	Maintenance of the type and kind that if performed improperly could result in danger to the occupants/users or other employees or members of the public near the vehicle/equipment.
CHAUFFEURS OTHER EMPLOYEES	Chauffeurs other employees as part of assigned duties.
HANDLE HAZARDOUS MATERIALS OR EQUIP (INCLUDES GUNS & OTHER SAFETY EQUIPMENT)	Transports, mixes, handles, uses, hazardous materials, or is responsible for equipment carrying current, fluids or gas that could endanger the public or employees.
CDL LICENSE	Operates CDL classified vehicles.
SUPERVISES CHILDREN	Supervises children or is responsible for the security of children.
OPERATES./ DIRECTS LARGE EQUIPMENT	Operates/directs large trucks and/or construction equipment.
HAZARDOUS EQUIPMENT./ CONDITIONS	Performs hazardous/perilous work and/or works where the individual may cause harm to himself or others.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	Guards the safety of co-workers and/or public.
IMMEDIATE MANAGEMENT RISK	Duties require drug prevention-foreknowledge of identities of individuals to be tested.
SPECIAL LICENSE	Any position that requires specialized licensing by city, state, or federal law or regulation which involves additional medical and/or background investigations. The existence of a special license requirement may be used for the purpose of supporting a safety-sensitive designation but shall not be sufficient in and of itself to require a safety-sensitive designation.
ENFORCE DRUG POLICY	Enforces drug policy (interdiction and discipline).
STORE ILLEGAL SUBSTANCES	Handles, files and/or stores illegal substances.
SYSTEMS OPERATOR	Design, construction, maintenance, inspection & operation of systems carrying current, fluids or gas that could endanger the public or employees or regulates, maintains, repairs traffic signal devices.
SUPV/SAFETY SENSITIVE POSITION	-Directly supervises a safety sensitive position.
ACCESS/CRIMINAL INVESTIGATION INFO	Works with or has access to information or documents pertaining to criminal investigations.
EMERGENCY RESPONSE REQUIRED	Responds under emergency conditions.

APPENDIX D – REBUTTAL FORM

EMPLOYEE REBUTTAL TO A LETTER OF COUNSELING

Date: _____

Employee Name: _____EIN _____

Department/Cost Center_____

Manager Issuing Letter of Counseling _____

Letter of Counseling Issue Date _____

Employee Statement

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APPENDIX E – EMPLOYEE PROTECITON AND RETENTION PROGRAM AGREEMENT

EXHIBIT E

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

~~(b) "Board" means the Board of Directors of JEA.~~

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

~~**(i)** the Employee has been convicted of, pled guilty or no contest to or entered into a plea agreement with respect to, (A) any felony under Applicable Law or (B) any crime involving dishonesty or moral turpitude;~~

~~**(ii)** the Employee has engaged in (A) any willful misconduct or gross negligence or (B) any act of dishonesty, violence or threat of violence, in each case with respect to this clause (B), that would reasonably be expected to result in a material injury to the JEA Group;~~

~~**(iii)** the Employee willfully fails to perform the Employee's duties to the JEA Group and/or willfully fails to comply with lawful directives of the Board;~~

~~**(iv)** the Employee materially breaches any term of any contract to which the Employee and any member of the JEA Group is a party; or~~

~~**(v)** the Employee materially breaches any term of this Agreement;~~

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

~~Notwithstanding the foregoing, to the extent that this definition of "Cause" is inconsistent with an applicable definition of "cause" (or words of like import) in any applicable and lawful~~

collective bargaining agreement or the applicable and lawful Civil Service and Personnel Rules and Regulations of the City of Jacksonville (the "Civil Service Rules"), the definition of "cause" (or words of like import) in such collective bargaining agreement or the Civil Service Rules shall control.

(d) Section Reserved.

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

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

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

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

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

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

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

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

3. Conditions to Receipt of the Retention Payment. The Employee's right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee's continuous employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee's execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville ("Release") in a form reasonably satisfactory to JEA; (d) the Employee's compliance with the covenants set forth in Section 6; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 6, JEA shall not pay the Employee the Retention Payment (to the extent

unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty-one (21) or forty-five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.

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

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

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

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

(a) Cooperation. While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group

as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee's employment with the JEA Group and following the Closing Date and/or the Employee's separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.

(b) Confidentiality.

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

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

conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

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

8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).

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

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

11. Arbitration. Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by Applicable Law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto shall be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claim. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA")

~~in accordance with the AAA's then existing National Rules of Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in Duval County in the State of Florida before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten (10) years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator shall be final, conclusive, unappealable and binding on the parties. Subject to Applicable Law, the arbitration proceeding and any and all related awards, relief or findings shall be confidential, except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award. The Employee, if covered by any lawful collective bargaining agreement, shall be able to arbitrate such dispute per the rules set forth in the applicable collective bargaining agreement.~~

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

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

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

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

~~**16.** Severability. If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to~~

conform to Applicable Law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

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

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

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

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

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

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

[*Signature page follows*]

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

By _____

Name: Aaron F. Zahn

Title: Managing Director/CEO

EMPLOYEE

_____

Name:

INDEX

AGREEMENT BETWEEN

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 2358

October 1, ~~2019~~ 2022 – September 30, ~~2022~~2025

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PREAMBLE

This Agreement is entered into on this First Day of October, ~~2019~~2022, by and between JEA and Local #2358, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". It is the intent and purpose of the parties hereto to promote and improve the efficient administration of JEA and the wellbeing of employees within the meaning of collective bargaining laws and regulations; to establish a basic understanding relative to matters affecting working conditions; to provide means for amicable discussion and adjustment of matters of mutual interest; and to implement mutually agreed upon rates of pay, wages, hours of employment and other terms and conditions of employment; to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between the JEA, its employees, and the Union.

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

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

Now, therefore, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT DETERMINATION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, JEA recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 2 of this article as per Public Employee Relations Commission. The Union recognizes the responsibility of representing the interest of all employees in the Unit without discrimination and without regard to Union membership with respect to matters affecting their general working conditions, subject to the expressed limitations set forth in this Agreement.

1.2 The recognized Unit includes all classified employees who are employed by JEA, in the specific classifications included in Exhibit "A" found in the back of this Agreement. Specifically excluded are all managerial, supervisory, and confidential employees within the meaning of Section 447.203 (4) and (5), Florida Statutes, and employees included in the Units having exclusive recognition in accordance with Chapter 447, Florida Statutes.

1.3 Management will place an electronic copy of this Agreement on the JEA intranet site, which will include any associated amendments, Memorandums of Agreements or Memorandums of Understandings. Such posting of this Agreement will also serve the purpose of calling employees' attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

1.4 A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner. When the Agreement has been ratified by all parties, the Agreement will be reproduced by JEA in a quantity sufficient for all work locations and bargaining unit members. The Union will reimburse JEA for one-half of the cost of reproduction. The Union shall be responsible for distributing the Agreement to all members of the bargaining unit.

ARTICLE 2 - RIGHTS OF EMPLOYER

2.1 When making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions wherein JEA has discretion, JEA shall not violate the obligations imposed by this Agreement, and Chapter 447, Florida Statutes.

2.2 a. Except as otherwise provided in this Agreement, JEA retains all the rights and functions of Management that it has by law. Without limiting the generality of the above statement, these rights include:

1. Direction and arrangement of working forces, including the right to suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons.

2. The determination of services to be rendered.

3. The locations of the business activities including the establishment of new ones and the relocation and/or closing of old ones.

4. The determination of financial policies including accounting procedures, as well as cost of services and customer relations.

5. The determination of the Management organization of all activities.

6. The right to take disciplinary action shall be the exclusive prerogative of Management.

7. The maintenance of discipline and control and use of JEA property.

8. The right to establish quality standards and judgment of workmanship required.

9. The scheduling of operations and the number of shifts.

10. The right to enforce rules and regulations in effect and which it may issue from time to time.

b. It is further agreed that the above detailed enumerations of Management rights shall in no way be deemed to exclude any other Management prerogatives that may not have been specifically enumerated.

c. The Union recognizes and agrees that JEA retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights; and, specifically, that nothing in this Agreement shall be construed as delegating to another, the authority

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

ARTICLE 3 - RIGHTS OF EMPLOYEES

3.1 Each employee of the Unit has the right, freely and without fear of penalty, to join, and assist the Union or to refrain from such activity, and each employee shall be protected in the exercise of this right. It is the intent of this section to inform employees of their rights and to assure them that no interference, restraint, coercion, or discrimination will be permitted to encourage or discourage membership.

3.2 Employees when in a supervisory or managerial/confidential position shall not officially represent the Union, when his/her official assigned duties might result in a conflict of interest during working hours. Union officers and officially designated stewards may decline temporary upgrade or provisional appointments in order to avoid conflict of interest with official duties, without the fear of reprisal.

3.3 a. Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of membership in said organization and likewise, no employee shall be discriminated against for non-membership in the Union and neither the Union nor any employee shall attempt to intimidate or coerce any JEA employee into joining said organization. Management agrees not to discriminate or intimidate for or against the Union, its officers, or its members, for membership therein, or for any service that they may perform because of such membership or office provided such performance is not detrimental to the mutual interests of JEA and its employees.

b. JEA will deduct regular Union dues from an employee's biweekly pay upon receipt of written authorization from that employee. JEA will remit such deduction to the Union within thirty (30) calendar days from the date of deduction. JEA may assess a charge not to exceed six (6) cents per deduction per payroll. The Union will notify JEA in writing thirty (30) calendar days prior to any change in its regular dues structure. An employee may revoke his/her authorization for dues deduction at any time by submitting written notice of such revocation to JEA Employee Services, with a copy to the Union. Such revocation will be processed by JEA upon receipt to become effective as soon as possible.

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

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

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

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

ARTICLE 4 - RIGHTS OF THE UNION

4.1 The Union shall have the right and responsibility to present its views to JEA at the appropriate level as provided by this Agreement. If either party so requests, JEA and the Union agree to meet promptly in an effort to resolve the matter which created the concern, in accordance with Article 6 of this Agreement.

4.2 It is understood and agreed that the official spokesperson for said Union in any matters pertaining to this labor agreement shall be in the following sequence: the President, Vice President or designated alternate. Such designation shall be accomplished in writing or electronic mail to Labor Relations in advance of the absence except when an unforeseen emergency has rendered the President incapable of making any type of notification.

4.3 The official spokesperson for the Union shall have the right to visit any employees who are covered in the Unit at any work location, providing such visits are not detrimental to the efficient operations of the work being performed by the employees at any given time or place. Upon entering an area of a supervisor, he/she shall notify the supervisor of his/her presence and purpose.

4.4 There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union except that the certified bargaining agent shall not be required to process grievances for employees who are not members of the organization. This shall not be construed as prohibiting the Union from pursuing a grievance requested by any member of the bargaining unit if the Union deems it appropriate to the interests of the members of said Unit.

4.5 Any items stipulated in Article 2.1, pertaining to matters covered by this Agreement, formulated after the effective date of this Agreement, shall not be implemented, except in emergencies, prior to notification to the Union, by copy of such items. If the Union wishes to discuss such items, a special meeting may be requested as outlined in Article 6.1.

4.6 JEA will send the Union a list of bargaining unit employees hired, retired, and terminated during the previous month. This report will be generated and distributed at the end of each month.

4.7 ~~At new hire orientation JEA will provide to each new hire an orientation packet produced by the IBEW and approved in advance by JEA~~IBEW will be provided an opportunity to meet with newly hired bargaining unit employees during JEA New Employee Orientations.

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

5.1 It is agreed and understood that the administration of all matters covered by this Agreement, JEA, the Union and the employees of the bargaining unit are governed by existing or future laws and regulations of the State and the City of Jacksonville, including provisions as set forth in Chapter 447, Part II, Florida Statutes.

5.2 a. JEA retains all rights, powers, functions, and authority it had prior to the signing of this Agreement, except as such rights, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3)(1), Florida Statutes.

b. All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309 (3)(1), Florida Statutes.

c. If the exercise of a management right or an alteration by JEA of the status quo has a collective impact upon established wages, hours, or other terms and conditions of employment of bargaining unit employees, JEA will engage in collective bargaining negotiations upon demand by the Union.

5.3 The Union and its officers, agree that during the life of this Agreement; that, they shall have no right to engage in any work stoppage, slowdown or strike, the consideration of such provision being the right to a resolution of disputed questions. JEA shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph.

5.4 a. Any recommended classification and/or organizational changes [including reallocation of position(s)] initiated by JEA which affect the bargaining unit will be presented in writing to the Union when the recommended changes have been drafted in a final form by JEA Employee Services.

b. JEA will notify the Union President in writing of any recommended classification and/or organizational changes, including the names of affected employees.

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

d. The Union will be given fifteen (15) calendar days from the date the recommended changes are transmitted to the Union within which to respond and/or to notify JEA that the Union intends to submit a written statement of its position on the recommended changes.

e. The Union will thereafter submit to the JEA a written statement of its position on the recommended changes, and will also provide a written statement that the Union has waived its time allowed under the Civil Service and Personnel Rules for responding to the recommended changes.

f. Unless extended by mutual agreement, the Union's written statement must be submitted to JEA not later than thirty (30) calendar days from the date the recommended changes are transmitted to the Union.

5.5 JEA and the Union agree that the reason for this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent, productive and efficient work force. JEA and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it.

5.6 JEA will provide access to its Policies and Procedures, upon publication or revision.

5.7 Promotional Examinations. JEA shall post notices of scheduled promotional examinations at least ten (10) working days prior to the closing date for that examination (the close date for accepting application.) There shall be at least five (5) working days between the closing date (for accepting applications) and the date of the examination. Therefore, there shall be at least fifteen (15) working days between the announcement of the job and the date of the examinations. Permanent employees in the promotional eligible class (es) within the department shall have the opportunity to review a copy of their completed /graded examination questions and answers.

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

ARTICLE 6 - SPECIAL MEETINGS

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

6.2 JEA agrees, in the interest of enhancing communications with the Union, to provide the President of the Union with a copy of the JEA Board Meeting Agenda prior to each regular meeting.

ARTICLE 7 - UNION REPRESENTATION

7.1 a. The Union shall furnish Labor Relations, over the Seal of the Union, the names of all elected officers of the Union and any changes thereto.

b. The President of the Union shall furnish JEA, in writing and shall maintain on a current basis, the names and assignments of all stewards/alternates. A copy will be furnished to each affected Vice President, Director, Manager, and Labor Relations. Stewards will not be allowed to function as such until the above written notification is received.

7.2 Commensurate with the provisions of this Agreement recognized Union Representatives shall be permitted to exercise their responsibility to advance the best interests of and to represent Unit employees. It is further agreed that no Union Representative shall be denied any right or privilege otherwise entitled to because of his/her serving as a Union Representative.

7.3 JEA shall recognize one (1) President and one (1) Vice-President so designated by the Union. The President, or in his/her absence, the designated alternate will serve as the official point of contact for all Union business pertaining to this Agreement between JEA and the Union.

7.4 JEA recognizes nineteen (19) Union stewards designated by the Union.

Through the life of the contract, JEA will provide up to two (2) days without loss of pay for IBEW 2358 steward training, for up to nineteen (19) stewards.

Each steward will be selected from Unit employees of their respective assigned segments/ centers; however, exceptions may be considered on an individual basis when mutually agreed in writing; and only represent those Unit employees assigned to that specified segment/center to serve as alternate steward in the event of the absence of the chief assigned steward. It is understood that any reorganization in specified segments/ centers may require a change in number of stewards. The Union will be given advance notice in these cases in order to accomplish the change concurrently.

7.5 Union stewards shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their jurisdiction. Stewards must notify and secure approval of their immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall have his/her time recorded before he/she leaves the job. Upon entering the area of a supervisor other than his/her own, he/she shall notify that supervisor of his/her presence and purpose. Stewards will only be granted time off under this provision when they are requested by an employee in the bargaining unit to assist him/her in his/her grievance. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, but only to such extent as does not neglect, retard, or interfere with the work or duties

of other employees. In such circumstances, Management will provide a time for the employee(s) to submit his/her grievance within the provisions of this Agreement. It is acknowledged that only one (1) steward will need to work on specific grievances from an employee in the bargaining unit. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

7.6 JEA will recognize the stewards duly authorized by the Union. All work centers of the Unit will be divided into sections by mutual agreement between JEA and the Union. In case of multiple shift operations within a section, any steward assigned to that section even though on another shift, may represent the employees of either shift and shall do so without wage cost to JEA because of his/her activities as a steward on a shift other than his/her own.

7.7 No compensation shall be made for steward's activities in representation of employees when such activities require the steward's presence during shifts other than his/her normal shift.

7.8 a. Each employee may, by written authorization, contribute one (1) hour or more of his/her accrued vacation/annual/personal leave time toward a pool of time to be used for official Union business.

b. JEA agrees to provide one thousand nine hundred eighty-four (1,984) non-cumulative hours to a pool on the first of each contract year for use only by the President; however, when the President is on leave, another Union official designated by the President may use the hours in the one thousand nine hundred eighty-four (1,984) hour pool, provided that the total use of the pool does not exceed one thousand nine hundred eighty-four (1,984) hours.

c. The Union shall request the use of this time, by submitting a written request to the appropriate manager, at least two (2) working days in advance, unless the advance notice is waived by the manager, and provided the employee's absence will not interfere with system operations. The approved original of the "Request for Pool Time Withdrawal" form shall be forwarded to Labor Relations for accounting purposes. The number of employees who may be off at any one time shall be limited to three (3) unless waived by Labor Relations for Union training or seminars sponsored by the International or Union itself.

d. Use of such pool time by the Union shall only be authorized by the official Union spokesperson.

7.9 When requested by JEA, specified representatives of the Union will be allowed time off without loss of pay from regularly scheduled work to attend meetings designated by JEA. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, compensation

shall be paid by JEA for time outside of regular working hours and working days. This provision excludes negotiations.

7.10 Negotiations

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

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

ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

a. **Shift Employees**:

1. **Eight Hour Shift**

The standard work week shall be eight (8) hours for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least eighty (80) hour equivalent pay bi-weekly. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer may alter a shift for the purpose of staffing, if a shift is demonstrated by the Employer to be understaffed to the point that additional personnel are required to work the shift to avoid suspension of production.

2. **Twelve Hour Shift**

The work schedule shall consist of twelve (12) hours for any twenty-four (24) hour period and that normally result in forty (40) hours per work week or at least eighty (80) hour equivalent pay bi-weekly. Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week. The Employer

may alter a shift for the purpose of staffing, if the shift is demonstrated by the Employer to be understaffed to the point where additional personnel are required to work the shift to avoid suspension of production.

3. When a scheduled twelve-hour shift includes a day that begins on a Sunday and ends on a Monday, once the employee begins accruing overtime they will remain on overtime until released from duty. This section is not intended to redefine a workweek as provided for in Article 8 Section 1 above. The overtime hours earned on Monday as provided for in this paragraph will not count toward the weekly overtime threshold of the workweek starting that Monday.

b. **Non-shift Employees**:

1. **Eight Hour Work Schedule**

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

2. **Ten Hour Day Work Schedule**

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

3. **Extended Work Week Schedule**

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

No employee assigned to this extended work week shall be required to work any hours in excess of twelve (12) hours in any twenty-four hour period as part of the regular schedule work day. The twenty-four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual scheduled starting time

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

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

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

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

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

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

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

d. **Relief Employees**

1. A relief employee is defined as an employee who may work a shift or a non-shift schedule on relief. Relief employees are treated as

shift employees for the purpose of other provisions in this Agreement provided, however, that any shift employee who has been assigned to a non-shift schedule for a period of at least one (1) week will observe holidays in the manner provided for non-shift employees (as set forth in Article 16.2a) for any holiday that occurs during the period of such assignment.

2. The normal/regular workweek for relief employees is scheduled in five (5) consecutive eight (8) hour days, Monday through Friday, or in four (4) consecutive ten (10) hour days, Monday through Thursday, or Tuesday through Friday. These hours, however, may be changed as needed to any combination of eight (8), ten (10), or twelve (12) consecutive hour days, Monday through Sunday, totaling at least eighty (80) hours biweekly pay for that biweekly pay period. (The Troubleshooter working relief pursuant to this section may also be included within the Extended Work Week Schedule referenced above

3. A minimum of sixteen (16) hours' notice will normally be given for relief assignment outside an employee's normal/regular hours of work.

4. Changes in work schedule shall be rotated equally among relief employees as far as practicable and be consistent with the efficient performance of work to be done. If the relief employee has already worked forty (40) hours during the week and the need arises for additional employees to work, the overtime list and procedure will be followed. Approved leaves will be honored to the extent reasonably practicable when changing work schedules of relief employees.

e. **General Provisions**:

1. Should JEA determine to set work schedule assignments other than as provided above, the Union shall be given the opportunity to bargain the impact of the change. Except as provided by law, any proposed changes will not be implemented until negotiations are completed in accordance with Chapter 447, Part II, Florida Statutes.

2. Except as otherwise provided in this Agreement, twenty (20) hours' notice will be required before changing an employee's normal/regular work schedule. If notice of a schedule change is not given as provided herein, the first eight (8) hours worked under the new schedule will be paid at one and one-half (1 ½) times the employee's regular rate of pay. If the eight (8) hour work period extends into a time period where premium pay is normally paid, such as a holiday or after forty (40) hours in a workweek, premium pay will not be duplicated. Further with regard to any holiday, the ordering of an employee to work, work overtime, or take time off on that holiday, shall not be considered a change in work schedule.

3. All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal/regular workday and requiring employees to report early on overtime. Management shall give as much advance notice as possible, and no such request shall be unreasonably made.

4. Twenty (20) hours advance notice shall normally be given in the case of scheduled overtime which involves the performance of routine work on non-scheduled work days.

5. (a) In order to avoid overtime, Management may give up to four (4) or eight (8) hours' time off respectively to any shift employee scheduled to work either an eighty-four (84) or eighty-eight (88) hour biweekly schedule, whenever that employee is, in Management's discretion, not needed to maintain adequate operation. This, however, shall not result in a reduction below eighty (80) hours biweekly pay for that biweekly period. Whenever practicable, Management will honor the employee's preference of the hours to be taken off.

   (b) If a shift employee is notified before he/she reports to work that he/she will receive up to four (4) or eight (8) hours' time off pursuant to 5 (a) above, but is later notified that he/she will be required to work his/her normal schedule, that employee will earn a meal allowance.

6. Employees who are reassigned mid-schedule, either from a Tuesday through Saturday schedule to a Monday through Friday schedule, or vice versa, and are thereby required to work on their normal day off will earn overtime on that day.

7. Non-shift employees assigned to the Extended Work Week Schedule who want their assigned Extended Work Week off may find a volunteer who will switch schedules for that entire work week; provided that any such switch in schedules must be approved in advance by the manager, and that the employee who substitutes must be appropriately qualified, as determined by Management to perform the required work.

8. When an employee is called out and required to report to work two (2) hours or more before his/her scheduled starting time for that day and continues work into his/her regular shift, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and additional meals at five (5) hour intervals.

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

If an employee is called out to work unscheduled overtime for a period of more than four (4) consecutive hours and he/she is released prior to the starting time of his/her next regular work day, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and at five (5) hour intervals thereafter, if he/she continues to work.

8.5. a. 1. Union and JEA recognize that in the interest of preventing outage and/or restoring service to customers, there is a requirement for the employees covered by this Agreement to respond to emergency call-outs. All employees are also required to work overtime when and as required. JEA and the Union agree that Management shall determine the necessity for overtime work and the employees are obliged to work overtime for emergencies as determined by JEA.

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

b. It is the inherent nature of employment in the utility industry that employees will need to be contacted from time to time in order to determine their availability to work overtime during a system emergency. Any employee who cannot be regularly and frequently contacted may be subject to disciplinary action. Specific standards/requirements will be included in process/department/segment overtime procedures.

c. Employees and/or crews shall be assigned in accordance with process/department/segment distribution of overtime lists on a daily or weekly basis.

d. JEA recognizes that it may be inconvenient for individuals to work overtime and it will give due consideration to each request for relief from overtime work

8.6 PREMIUM PAY

a. Overtime hours worked shall be paid at the following rates:

1. For those employees assigned to an eight hour work schedule, one and one-half (1 ½) times an employee rate of pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

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

Non Shift employees scheduled to work twelve (12) or more hours a day shall receive normal paid meal time. For those assigned to the twelve (12) hour day, overtime shall commence after twelve

(12) hours daily or forty (40) hours per week. There will be no daily threshold for overtime in any week the employee has leave without pay.

2. Two (2) times an employee's regular rate of pay for hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. An employee on double-time shall remain on double-time until released. Compensation for overtime shall be in cash.

3. Compensation for overtime shall be in cash. However, an employee may elect to receive compensatory time, which shall be accrued at the applicable compensatory time rate of pay for each hour of overtime worked. Employees will be allowed to accrue up to two-hundred and forty (240) hours of compensatory time. However, JEA may pay off any amount of accrued compensatory time at any time, provided that any prior approved request for compensatory time off will continue to be honored. Accrued compensatory time will also be paid off at the employee's request.

An employee may not elect to receive compensatory time for double-time pay as provided for in Article 9.12, and Article 9.13. These double-time ~~-~~pays will be compensated in cash.

b. Minimum pay for call out:

1. An employee who is called in to work outside of and not contiguous with his/her normally/regularly scheduled working hours shall be compensated for four (4) hours at the applicable overtime rate provided he/she reports to work at the designated time and place within sixty (60) minutes of being called. If the employee does not report to the designated location within sixty (60) minutes of being called, the employee shall be compensated for three (3) hours. If an employee is dispatched to more than one (1) job before the end of the basic three (3) or four (4) hour work period, no extra time will be allowed.

   Minimum time provided herein does ~~not~~ apply if an early call-in extends into the start of the employee's regular work period. However, employees will not be paid regular pay for the same hours covered by the four (4) hour minimum.

2. An employee who is authorized by management to do work from his/her house outside of and not contiguous with his/her normally/regularly scheduled work hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.

3. If an employee who is scheduled to report for overtime not contiguous with his/her normally/regularly scheduled working hours, and receives notice of cancellation less than seven (7) hours

from his/her scheduled starting time, he/she shall be paid two (2) hours pay at the applicable overtime rate.

Scheduled

1. Minimum of 2 hours for scheduled overtime
2. If an employee who is scheduled to report for his/her normally/ regularly scheduled working hours, and receives notice of cancellation less than seven (7) hours from his/her scheduled starting time, he/she shall be paid (2) two hours normal rate of pay.

c. Pay for call back before the end of the rest period. If an employee who has started a rest period, as provided for in section 8.10, is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.

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

8.7 a. Each Director or Manager shall, within each of his/her process/department/segment, section, area special projects or schedules, formulate a set of rules governing the distribution of overtime consistent with the normal organizational alignment. These rules, so far as may be practicable and consistent with the efficient performance of work to be done, shall be reasonable and shall distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned plant, crew, or work area. It is understood that the sharing of overtime shall not delay nor increase the JEA's cost of operation. Violation of the rules required by this Section 8.7 shall require two (2) hours compensation at one and one-half (1/2) times an employee's rate of pay.

b. Management agrees to notify the Union in writing at least thirty (30) calendar days before implementing changes in the rules.

c. When operational considerations preclude Management from providing the Union with the thirty (30) calendar days prior notice specified in b. above, the Union will be immediately notified of the intended implementation of the changes.

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

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

8.10 a. An employee who has worked sixteen (16) hours or more in a twenty four (24) hour period, without an eight (8) hour break, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work.

b. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.

c. If the rest period under the provisions of this Article extends into the basic workday, the employee shall lose no time thereby. If the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period or part thereof shall not be included as part of the eight (8) hour rest period. * Overtime pay for these extended hours will be paid in accordance with the applicable overtime rate.

* Example:

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

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

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

d. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a workday.

e. If the end of the employee's rest period occurs within two (2) hours of the end of the employee's basic workday, the employee's manager has sole discretion, not subject to grievance or arbitration, to release the employee without loss of pay for the remainder of the workday.

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

ARTICLE 9 - GENERAL WORKING CONDITIONS

9.1 Employees shall not be required to work outdoors during severe weather unless such work is necessary to protect life or property, or to maintain pre-existing service to the public. The manager or his/her designee shall be responsible for observing this clause, monitoring weather conditions and ensuring that conditions do not present an imminent danger to the employee. Appropriate rain gear and other special equipment shall be provided for those employees who are usually required to work in wet weather. A sufficient supply shall be attempted to be kept on hand. Employees shall be compensated for any lost time during regular working hours on account of severe weather. It is acknowledged that JEA has the right to assign employees to duties not necessarily in their job classification during severe weather.

9.2 JEA will continue to furnish initially, tools, equipment and secure storage as necessary for the job. The employee will exercise due caution in the care of the tools and equipment assigned to him/her, and exert every reasonable effort to prevent his/her tools and equipment from being lost or stolen. When, due to wear or breakage, a tool or piece of equipment is no longer safe in the judgment of his/her first level management personnel, the employee shall turn in the defective item to his/her first level management personnel for replacement. If an employee's hand tools are lost, stolen or damaged through negligence of the employee, it will be his/her responsibility to replace those tools.

9.3 a. All employees covered by this Agreement shall keep their manager informed in writing at all times of their home or living quarters address and a telephone number by which their emergency contact person ,spouse and/or their next of kin may be reached in the event of a medical emergency. JEA shall be entitled to rely on the last address and telephone number furnished to it by an employee and JEA shall have no responsibility to the employee or his/her next of kin for the failure to receive any kind of notice. This information shall be regarded as personal and confidential and shall be used only for official JEA business within the provision of State Statutes.

b. All employees shall furnish a telephone number by which he/she may be reached immediately in the event of a system emergency. Failure to do so shall be grounds to prohibit subject employees from working planned overtime.

9.4 JEA, for proper cause, has the right to require any employee to undergo a medical and/or psychiatric examination by a JEA assigned physician or psychologist at any time to ascertain whether or not an employee is physically and/or mentally capable of performing the duties required of his/her classification. This examination will be conducted on JEA time and at JEA expense. If the employee does not agree with the results of the medical and/or psychiatric examination, the employee has the right to request a second opinion. If any employee requests a

second opinion, the JEA shall provide the employee with a list of three physicians who may be consulted for a second opinion, and the employee shall select a physician from that list. The cost of obtaining the second opinion will be paid by the employee.

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

9.6 All formulated policies and procedures dealing with the lateral transfer of employees will be posted. Changes to policy and procedures will not be implemented prior to a discussion with the Union.

9.7 a. All personal protective equipment must be approved by JEA.

b. JEA shall provide one (1) pair of prescription safety eyeglasses and one (1) pair of prescription safety sunglasses to employees whose job duties require their use. JEA shall pay the fees for fitting such prescription safety eyeglasses and prescription safety sunglasses.

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

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

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

f. JEA may, at its sole discretion, replace or repair personal items destroyed or damaged as a result of work related activities through no fault of the employee. In no event will the cost of such replacement or repair exceed ~~$300~~$500. This provision shall not be subject to grievance or arbitration.

9.8 When requested or required to use his/her privately owned vehicle on official business, an employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations for all miles actually driven (but for no more than

the usual travel route) between assigned destinations. No reimbursement, however, will be paid for mileage to a work location when the employee is notified before the end of the workday or earlier to report to a different work location at the beginning of the employee's next workday.

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

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

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

9.11 SAFETY SHOES

a. JEA will provide one (1) pair of safety shoes per fiscal year (October 1 to September 30) to each employee whose duties require their use.

b. Employees who are newly hired or who transfer for the first time into a job whose duties require safety shoes will be provided two pairs of safety shoes.

c. Management may issue additional pairs of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purposes of this subsection, management has the sole discretion to determine whether to issue an additional pair of safety shoes, whether a pair of safety shoes is worn out, and whether the wear is the result of regular use.

d. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes as required.

9.12 System or Limited Emergencies

The intent of this language is to define the existence of an emergency, the determination of when employees become "Essential" and "Non-Essential", and the operational and pay guidelines for the JEA and IBEW 2358

1. Definitions

   A. Emergency- An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.

   B. System Emergency – All or the vast majority of employee's in the company are affected by the emergency.

   C. Limited Emergency – The emergency only affects a portion of the company – one or more departments, but not all.

   D. Non-Essential Employees: Employees who are not required to be at work and are either: 1) released from duty (no Blue Sky or Storm Assignment) during some portion of the period of a declared emergency, or 2) who are on duty but not designated as Essential Employees (they are performing Blue Sky Assignments).

   E. Essential Employees – Employees who are designated as Essential Employees and are performing emergency related duties (Storm Assignment) during a declared emergency.

   F. Storm Riders – employees whose management has specifically designated as Essential Employees and pursuant to that are required to work and /or remain at a JEA designated facility during an event giving rise to a declared emergency. A storm rider is a subset of an Essential Employee.

   G. Storm Assignment – Work assignments being performed by an employee during the period their management has specifically designated them as being Essential Employees and altered their normal work schedule for the purpose of restoration after an event giving rise to a declared emergency.

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

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

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

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

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

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

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

2. Declaration of System or Limited Emergency

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

3. Non-Essential Employees

These employees are subject to the following:

(1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.

(2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

(3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

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

(5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work during a declared emergency to perform their regular "Blue Skies" job functions will remain in a non-essential status.

4. Essential Employees

These employees will be subject to the following:

(1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.

(2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.

(3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments"

(4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

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

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

6. JEA Communications with Employees during the Emergency

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

9.13 MUTUAL AID WORK

a. JEA employees may be sent to other utilities or organization to help assist restoring their essential services (e.g., electric, water, sewer). When employees are performing such mutual aid work for other utilities or organizations, they shall receive 2 (times) their normal rate of pay for all hours actually worked including travel time to and from the assisted organization.

b. Each Director or Manager shall, within each of his/her process/department/segment, section, area formulate a set of rules governing Mutual Aid Work. These rules, so far as may be practical and consistent with the efficient performance of work to be done, shall be reasonable and shall distribute the opportunity for Mutual Aid Work equally among the employees in their respective classifications.

ARTICLE 10 - LEAVE USAGE

10.1 LEAVE USAGE (GENERIC)

a. Employees, when eligible and authorized, may use their annual, or personal leave upon written/-electronic application to their manager or designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted by the immediate manager or designee with the approval of the, Director or designee.

b. Annual, compensatory time or personal leave will be charged against an employee's regular workday, and shall not be charged for absences on a prearranged overtime workday, unscheduled call-in overtime days or holidays.

c. Annual, compensatory time or personal leave may be taken for the illness of the employee, spouse, children/step-children, parents/step-parents, parents-in-law, grandparents, or other relatives who permanently reside with the employee.

d. An employee will be allowed to charge seventy-two (72) hours of undocumented unscheduled annual or personal leave for illness, injury, or emergency concurrent or intermittent in the previous twelve (12) months. Thereafter, documentation verifying the need for the unscheduled absence will be required for each unscheduled absence. The documentation can be a physician's certified statement, an invoice showing the date of service and nature of the problem, accident report, etc. In addition, JEA may require a statement whenever an employee's unscheduled absences demonstrate an abuse of this provision. An abuse of this provision may be demonstrated by a pattern of unscheduled absences or by specific instances of abuse. JEA will notify the employee prior to requiring a statement, whenever it feels that a pattern of unscheduled absence demonstrates a possible abuse of this provision.

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

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

e. Undocumented leave in excess of seventy-two (72) hours in the previous twelve (12) months shall be grounds for disciplinary action.

f. Unauthorized and/or unscheduled leave without pay in excess of three (3) days in the previous twelve (12) months shall be grounds for dismissal.

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

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

g. 1. All non-shift employees are required to notify the appropriate designated individual as early as possible and no later than the start of his/her normal workday when he/she is unable to report for work because of illness, injury, or emergency. Shift employees shall notify the appropriate designated individual no later than one (1) hour prior to shift starting time when he/she is unable to report for work because of illness or injury. Employees failing to comply with this provision may not be allowed to charge their absence to annual, or personal leave and shall be recorded as absent without Management approval, unless notification could not be made due to an emergency.

2. Notification may be accomplished by leaving a message on voice mail, provided that the message is followed by a personal telephone conversation with the appropriate designated individual within thirty (30) minutes after leaving the message on voice mail. Notification may be accomplished by a member of the employee's immediate family; provided, however, that the manager or designee may insist on speaking directly to the employee before approving the absence.

h. Shift employees shall notify the appropriate manager or designee at least four (4) hours in advance of their intent to return to work following an illness or an injury; provided, however, employees on day shift will notify the appropriate manager or designee at least one (1) hour in advance. If an employee who fails to provide such advance notice reports to work and arrangements have already been made for a substitute, the returning employee may be sent home without pay for the work day, and that employee will not be allowed to charge the day's absence to annual, or personal leave.

i. Annual or personal leave for illness will not be granted for any sickness, injury, or disability arising from a felony level illegal act on the part of the employee.

j. Absences for illness or emergency may be subject to investigation.

k. Accrued annual or personal leave may be taken at any time when authorized. Leave of five (5) days or more must be requested at least five (5) working days in advance of the leave unless waived by the Vice President, Director, Manager or designee. Scheduling will be accomplished on a seniority basis in classification for the first request of five (5) or more consecutive working days, provided that the request is submitted prior to March 31st of each calendar year. Denial of requested leave must be substantiated on the basis that granting of such leave would be detrimental to the efficient operations of the system. Requests for accrued annual or personal leave usage of less than five (5) consecutive workdays must be submitted at least twenty-four (24) hours in advance unless the annual or personal leave is for illness or emergency.

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

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

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

n. An eligible employee who is out of work because of an on-the-job injury may use annual leave or personal leave to remain on the payroll, under the conditions established in this section.

1. In order to be eligible to use accrued leave for this purpose, the employee must meet all of the following eligibility requirements:

(a) The employee is away from work due to an on-the-job injury;

(b) The employee is either receiving workers compensation payments or has exhausted all allowable periods of workers' compensation;

(c) The employee provides the Employer with a written request to use his/her accrued leave to remain on the payroll.

2. When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave so charged shall be the minimum amount in one-tenth (1/10) of a hour increments to

equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.

3. If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

o. Notwithstanding any other provisions of this Agreement, the Employer shall have the unilateral and ultimate right to alter annual leave, compensatory time, or personal leave schedules for proper cause and/or emergencies that may occur. In such cases, the Employer will reimburse the employee for any non-refundable expenses incurred as a result of the cancellation or alteration of the employee's annual leave, compensatory time, or personal leave plans.

p. Applying for and Scheduling Leave

1. The Employer, in determining compensatory time, annual leave, and personal leave schedules, will take into account the seniority and wishes of the employees as to time of vacation so far as the needs of the Employer will permit.

2. All employees will submit an electronic/written tentative annual, vacation, and personal leave schedule requests to the Employer by March 31. Following receipt of written/electronic annual leave, compensatory time and personal leave schedule requests, the Employer will schedule employees for the leave requests on the basis of seniority in classification or seniority in segment subject to operational considerations. The Employer will make the annual, vacation, and personal leave schedule available to employees for review.

3. All requests for annual leave, compensatory time, and personal leave, including changes to the annual leave, compensatory time, and personal leave schedule established pursuant to subsection 2 that are submitted after March 31 will be processed on a first come, first served basis, and are subject to operational considerations.

4. Nothing in this article shall require the Employer to grant an employee's request for annual leave, compensatory time, and personal leave when the granting of such a request would adversely impact the Employer's operations.

10.2 ANNUAL, PERSONAL AND RETIREMENT LEAVE USAGE

a. In order to ensure the health and welfare of the employee, JEA and the Union encourage employees to take a minimum of ten (10) work days annual or personal leave per contract year. Employees are encouraged to retain eighty (80) hours in their annual or personal leave account in case of serious personal illness. Retaining less than eighty (80) hours shall not be grounds for denial of a leave request that does not exceed the employee's accrued annual or personal leave balance.

b. If an employee has exhausted all of the accrued, unused annual leave and then said employee suffers an illness which requires time off, then said employee shall be allowed to use the credited retirement leave for the purpose of illness only.

c. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more for such illness, then such leave may at the employee's option be deducted from the retirement leave account of such employee.

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

10.3 ANNUAL LEAVE USAGE

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

ARTICLE 11 - ANNUAL LEAVE

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

a. Employees hired on or after October 1, 1968, and before October 1, 1989;

b. Employees hired prior to October 1, 1968, but chose not to remain subject to former sick leave and terminal leave policies in April, 1969;

c. Employees hired prior to October 1, 1968, who chose on or before September 30, 1978, to become subject to this provision.

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

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

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

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

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

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

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

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

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

a. Retirement leave may be taken either immediately prior to the desired eligible retirement date, which leave may be used for the fulfillment of time service requirements, or retirement leave may be taken following fulfillment of time service requirements.

b. Employee on retirement leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.

c. Upon placement on retirement leave, such status shall be considered irrevocable.

d. While on retirement leave, an employee shall not accrue annual leave, but shall be eligible for legal holidays; and any general salary increases, but not performance/step increases.

e. At the employee's option, retirement leave may either be taken, or paid for in one lump sum on an hour-for-hour basis.

f. If an employee terminates prior to retirement as defined in the Annual Leave Ordinance, said employee shall be paid for any retirement leave credited, on the basis of one (1) hour's pay for every two (2) hours of said retirement leave credited.

11.6 Upon termination, which includes resignation and discharge not for cause, the employee shall be paid for all unused annual leave credits on an hour-for-hour basis. Employees, however, who are discharged for stealing, sabotage, or illegal possession or use of drugs, shall forfeit pay for their unused accrued annual leave earned during the contract year.

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

11.8 a. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by his/her treating physician(s) to return to work, the employee shall be returned to the same job if:

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

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

3. The job still exists.

b. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by his/her treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his/her former job, JEA shall place the employee in a comparable job for which the employee is qualified provided there is an opening. If there is no opening, the employee shall be offered the best available job for which he/she is qualified, if necessary, reclassifying the employee to a lower classification. The employee shall be considered for any job openings for which the employee is qualified that occur within one (1) year after the employee has been reclassified to the lower classification. Refusal on the part of the employee to accept a job for which he/she is qualified and able to perform may be considered a resignation.

ARTICLE 12 – RECAPITALIZATION EVENT

FOR PURPOSES OF THIS ARTICLE, IF A "RECAPITALIZATION EVENT" OCCURS, IT IS DEFINED AS:

RECAPITALIZATION EVENT" MEANS THE CLOSING AND FUNDING OF A TRANSACTION OR A SERIES OF RELATED TRANSACTIONS IN ACCORDANCE WITH ARTICLE 21 OF THE CHARTER OF THE CITY OF JACKSONVILLE AND ANY OTHER APPLICABLE LAW THAT RESULTS IN EITHER (I) UNENCUMBERED CASH PROCEEDS TO THE CITY OF JACKSONVILLE OF AT LEAST THREE BILLION DOLLARS ($3,000,000,000) OR (II) AT LEAST FIFTY PERCENT (50%) OF THE NET DEPRECIATED PROPERTY, PLANT AND EQUIPMENT VALUE OF EITHER JEA'S ELECTRIC SYSTEM OR JEA'S WATER AND WASTEWATER SYSTEM BEING TRANSFERRED, ASSIGNED, SOLD OR OTHERWISE DISPOSED OF.

THE EFFECTIVE DATE OF A RECAPITALIZATION EVENT SHALL BE THE DATE OF CLOSING OF A TRANSACTION THAT RESULTS IN EITHER OF THE ABOVE TWO CONTINGENCIES OCCURRING, OR IN THE CASE OF A SERIES OF RELATED TRANSACTIONS, THE DATE OF A CLOSING OF A TRANSACTION THAT, WHEN COMBINED WITH OTHER PRIOR TRANSACTIONS IN THE SERIES, RESULTS IN EITHER OF THE ABOVE TWO CONTINGENCIES.

IN THE EVENT OF A RECAPITALIZATION EVENT, THE TERMS OF THIS ARTICLE WILL APPLY; CONFLICTING PROVISIONS OF THIS AGREEMENT, (IF ANY) WILL BE SUPERSEDED BY THE TERMS OF THIS ARTICLE.

12.1 PENSION

THE PARTIES UNDERSTAND AND AGREE THAT ORDINANCE 2019-566 IS CURRENTLY BEING CONSIDERED FOR ENACTMENT BY COJ CITY COUNCIL. IN THE EVENT OF A RECAPITALIZATION EVENT, THE PARTIES AGREE THAT THE RETIREMENT BENEFITS AND APPLICABLE TIMEFRAMES SHALL BE AS DESCRIBED IN THE ENACTED ORDINANCE, WHICH IS INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN. IT IS RECOGNIZED AND AGREED THAT THE ORDINANCE DOES NOT DIMINISH ANY PENSION RIGHTS GUARANTEED UNDER EXISTING APPLICABLE LAW. FURTHER, IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT A RECAPITALIZATION EVENT OCCURS AND THERE ARE CONFLICTING PROVISIONS BETWEEN THE ENACTED ORDINANCE AND ARTICLE 17.4, THE CONFLICTING PROVISIONS OF ARTICLE 17.4 SHALL NO LONGER BE APPLICABLE AND WILL BE SUPERSEDED BY THIS SECTION. IN THE EVENT THAT COJ CITY COUNCIL REJECTS ORDINANCE 2019-566, THE UNION AGREES TO NEGOTIATE WITH JEA ON THE TOPICS COVERED BY ORDINANCE 2019-566.

I. SUMMARY OF RECAPITALIZATION PENSION CHANGES

A. EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2017

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

B. Employees Hired Before October 1, 2017

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

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

D. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the IBEW 2358 (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then IBEW 2358 shall receive the difference received by the other participating bargaining unit(s).

12.2 Employee Protection and Retention Program Agreement

Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into a Employee Protection and Retention Program Agreement ("Retention Agreement"), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).

The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.

JEA SHALL CONTRACTUALLY REQUIRE ITS SUCCESSOR TO PROVIDE SUCH GUARANTEES TO EACH ELIGIBLE EMPLOYEE COVERED BY THIS AGREEMENT WHO WAS EMPLOYED AS OF THE CLOSING DATE OF A RECAPITALIZATION EVENT.

FOR PURPOSES OF THIS AGREEMENT, AND UNDER THE TERMS SET FORTH IN EXHIBIT E, JEA, AS A CONDITION OF ANY RECAPITALIZATION EVENT, SHALL CONTRACTUALLY REQUIRE ITS SUCCESSOR TO PROVIDE EACH EMPLOYEE COVERED BY EXHIBIT E WITH THE BENEFITS SET FORTH THEREIN. NOTHING IN THIS SECTION LIMITS BENEFITS OTHERWISE AVAILABLE TO EMPLOYEES HIRED AFTER JULY 23, 2019.

IN THE EVENT OF A RECAPITALIZATION EVENT, AND IF THERE IS A CONFLICT BETWEEN THIS SECTION AND EXHIBIT E, THE TERMS OF EXHIBIT E WILL CONTROL.

UPON THE UNION'S REQUEST, JEA SHALL PROVIDE THE UNION WITH WRITTEN NOTICE OF THE DOCUMENTS THAT PROVIDE THIS CONTRACTUAL OBLIGATION TO JEA'S SUCCESSOR.

12.3 DISABILITY COVERAGE

IN THE EVENT OF A RECAPITALIZATION EVENT, TO BRIDGE EMPLOYEES TO THE FIVE (5) YEAR MINIMUM ELIGIBILITY WAITING PERIOD FOR SOCIAL SECURITY DISABILITY, EMPLOYEES WILL BE PROVIDED A COMPARABLE DISABILITY INSURANCE BENEFIT UP TO FIVE (5) YEARS AT NO COST TO THE EMPLOYEE. EMPLOYEES WILL BE RESPONSIBLE FOR ALL APPLICABLE TAXES RELATED TO DISABILITY BENEFIT PAYMENTS.

ARTICLE 13 - ANNUAL LEAVE (PLAN H)

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

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

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

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

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

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

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

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

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

13.4 [OPEN]

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

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

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

13.7 a. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by his/her treating physician(s) to return to work, the employee shall be returned to the same job if:

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

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

3. The job still exists.

b. When an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury is released by his/her treating physician(s) to return to work, but the employee is not physically or mentally capable of performing his/her former job, JEA shall place the employee in a comparable job for which the employee is qualified provided there is an opening. If there is no opening, the employee shall be offered the best available job for which he/she is qualified, if necessary reclassifying the employee to a lower classification. In that event, the employee shall be considered for any job openings for which the employee is qualified that occur within one (1) year after the employee has been reclassified to the lower classification. Refusal on the part of the employee to accept a job for which he/she is qualified and able to perform may be considered a resignation.

ARTICLE 14 - MILITARY LEAVE

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

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 LEAVE OF ABSENCE WITH PAY

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

15.2 LEAVE OF ABSENCE WITHOUT PAY

a. A Director or Manager, upon the request of an employee may grant the employee a leave of absence without pay for personal reasons for a period not to exceed ten (10) workdays in any calendar year.

b. Leave of absence without pay up to six (6) months deemed beneficial to the service of JEA may be granted subject to the approval of the Director, Employee Services.

c. Leaves of absence over six (6) months may be granted subject to approval of a Vice President.

d. If an employee is granted a leave of absence without pay, a position may or may not be available, at the discretion of the Vice President, Director, or Manager, upon the employee's return to service. Specific details concerning return to or reemployment conditions shall be included in the written request for approval and in the written approval to the employee.

    1. If a position is not made available, the employee's sole right is to be placed on the reemployment list in accordance with the Civil Service and Personnel Rules and Regulations.

    2. If a position is made available, the employee shall be returned to the same position or a different position in the same class and same work location upon termination of the approved leave of absence, unless the appointing authority and the employee agree in writing to other conditions and terms, consistent with the Civil Service and Personnel Rules and Regulations, under which such leave is to be granted.

e. An employee who fails to return from a leave of absence will be deemed to have resigned.

f. If an employee is granted a leave of absence without pay and the position is held for the employee upon his/her return to service, JEA will continue to pay the life insurance and medical insurance premium normally paid by

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

g. If an employee is granted a leave of absence without pay and the position is not held, the employee shall be required to pay the total cost of any insurance coverage the employee desires to continue in effect during such leave.

h. All leave requested under this section which meets the criteria for leave under the Family and Medical Leave Act (FMLA) shall be documented as FMLA leave and shall be provided in accordance with the terms and conditions of the FMLA. Use of FMLA leave does not preclude additional leave which may be granted pursuant to this Article.

i. Medical Leave of Absence. An employee may be granted a medical leave of absence without pay of up to six (6) months subject to approval of the Director, Employee Services. Medical leaves of absence over six (6) months may be granted subject to approval of a JEA Vice President. Employees seeking to take leave under this provision must submit documentation from a licensed physician indicating that the employee needs to be on a medical leave of absence, and the documentation should specify the amount of time of that the employee will be on the leave of absence (not to exceed six months). The documentation need not include any additional details about the medical reason for the leave of absence. All leave requested under Section 15.2.i shall be subject to the provisions of Section 15.2.d – h.

15.3 BEREAVEMENT LEAVE

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

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

b. For the purpose of this section, immediate family is defined as spouse, children, step-children, parents, step-parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law,

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

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

15.4 FUNERAL LEAVE

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

15.5 JURY DUTY

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

15.6 WITNESS DUTY

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

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

15.7 VOTING

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

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

15.8 LEAVE DONATIONS

a. Employees may donate annual leave, vacation leave, personal leave, and retirement leave (but not sick leave or compensatory leave) to regular and temporary, full-time JEA employees who are critically ill, critically injured, or require an extended leave of absence for medical reasons including the need to attend to a family member who resides in the home of the employee. Employees may donate annual, personal, and retirement leaves but not sick leave or compensatory leave, to the United Way.

b. Donations to critically ill or critically injured employees or employees who require an extended leave of absence for medical reasons shall be subject to the following requirements:

1. The critically ill or critically injured employee and employees who require an extended medical leave of absence must submit a statement of need to the JEA Director, Employee Services or his/her designee. The employee who requires an extended medical leave of absence must include a physician's statement documenting the need for an extended medical leave of absence. The Director, Employee Services or his/her designee shall determine the employee's eligibility to receive leave donations in accordance with the provisions of this Section 15.8.

2. Donations may not be made in respect of an ordinary illness, but rather may be made only in respect of a serious or major illness, hospitalization of five (5) calendar days or more, or a medical leave of absence of ten (10) calendar days or more.

3. The employee donating the leave must complete the appropriate form and submit it to the Employee Services.

4. The employee receiving the donated leave must have exhausted all other available leave, and may receive only enough donated leave to cover the period of the absence. Upon returning to work, the employee receiving the donated leave may have a positive leave balance of up to five (5) working days as a result of any donation (s).

c. Donations of leave under this Section 15.8 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated by the hourly rate of the employee donating the leave.

ARTICLE 16 - HOLIDAYS

16.1 Each employee covered by this Agreement shall be entitled to ~~twelve (12)~~thirteen (13) holidays with pay each year as follows:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Personal Day	As mutually agreed upon

16.2

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

b. 1. Shift workers will observe all holidays on the dates they occur provided, however, that any shift employee who has been

temporarily assigned to a non-shift schedule for a period of at least one (1) week will observe holidays in the manner provided for non-shift employees (as set forth in Article 16.2 a.) for any holiday that occurs during the period of such assignment.

2. An employee may not observe his or her Personal Day on the day upon which he or she observes another holiday.

3. Employees scheduled to work the Extended Work Week Schedules shall observe the holiday on the day it occurs.

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

d. 1. When an employee is required to work on a day observed as his/her holiday, he/she shall be compensated eight (8), ten (10), or twelve (12) hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and one-half (1 1/2) times his/her straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours and two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours until released,

2. Whenever Christmas Day falls on Saturday or Sunday, and a non-shift worker is required to work that Saturday or Sunday but is not required to work the following Monday (the day observed as the holiday for a non-shift worker), the employee shall continue to earn holiday pay of eight (8), ten (10), or twelve (12) hours on that Monday, but shall earn two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on Saturday or Sunday until released. If the employee is required to work both Christmas Day and the following Monday, the employee will be paid according to the following schedule:

(a) One and one--half times his/her straight time hourly rate on Christmas Day.

(b) Holiday pay plus one and one-half times his/her straight time hourly rate for eight (8), ten (10) or twelve (12) hours and two and one-half times his/her straight time hourly rate for all hours worked over eight (8), ten (10) or twelve (12) hours on Monday.

ARTICLE 17 - INSURANCE AND BENEFITS

17.1 LIFE INSURANCE

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

17.2 MEDICAL INSURANCE

a. JEA agrees to continue to provide employees with a basic medical insurance program under the JEA Group Plan at no cost to the employee. Coverage for the employee's dependents shall be an integral part of the Group Plan. JEA agrees to pay ~~fifty~~ sixty per cent (~~50%~~60%) of the cost of the employee's dependent coverage.

b. JEA shall provide the Union with notice of any change in the Group Plan or in the premiums for dependent coverage there under as soon in advance of the effective date as is reasonably possible.

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

17.3 ACCIDENTAL DEATH BENEFITS

a. JEA shall provide accidental death benefits, at no expense to the employee, for all employees in hazardous duty, in the amount of $250,000, payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an accident occurring in the course of his/her employment with JEA. This payment shall be made within fourteen (14) calendar days after occurrence.

b. In addition to the death benefit above, dependents of employees who are killed in the line of duty will be entitled to the benefits as stipulated in the Workers' Compensation Law.

c. Nothing contained in this Article shall be construed to impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation Laws govern the rights and benefits of the employees covered by this Agreement for on-the-job injuries.

17.4 Retirement Benefits

a. [Note: For purposes of aiding understanding of the provisions that follow, pursuant to 2016-2019 contract negotiations the parties negotiated retirement

benefit changes in the context of proposed reforms to the City of Jacksonville GEPP (General Employees' Pension Plan).] IBEW 2358 agreed to the closure (to new employees) of the GEPP, with new hires after the effective date of October 1, 2017, being enrolled in a "DC plan" (defined contribution plan).

b. Participants in that DC plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.

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

d. No benefits under the "DC Plan" shall decrease for all active, full time, enrolled unit employees

e. JEA agrees to contribute to the employee's pension program to the extent required by applicable laws pertaining to the employee's contributory pension program.

f. No benefits under the General Employee Pension Plan ("GEPP"), the City's Defined Benefit retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of IBEW 2358's ratification of this CBA.

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

17.5 TERMINAL BENEFITS

a. Upon the death of an employee, payment for all accrued overtime, annual/ retirement/personal leave, and other terminal leave benefits to which such employee would have been entitled to receive shall be made as follows:

1. The benefits will be paid as set forth in the employee's will.

2. If the employee has not provided for distribution of the benefits in his/her will, then the benefits will be paid to the employee's surviving spouse

3. In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares, payable as follows:

(a) To each of the employee's children over the age of 18 who are known to JEA.

(b) To the legal guardian or representative of each of the employee's children under the age of 18 known to JEA.

4. If the employee has no children known to JEA, then the benefits will be paid to the surviving parent(s) of the employee in equal shares.

5. If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.

b. Upon the death of an employee on-the-job, JEA will make an immediate payment of two (2) month's salary in addition to all the other terminal leave benefits in the sequence indicated in Section 17.5a above. For purposes of this section, two (2) month's salary shall be calculated by 1/12 times 2080 times 2 times the employee's hourly rate of pay at the time of death (1/12 x 2080 x 2 x hourly rate).

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

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

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

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

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

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

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

ARTICLE 18 - ON THE JOB INJURY

18.1 a. Any permanent employee of JEA who is temporarily, totally disabled as a result of an injury received in the course of employment with JEA shall be entitled to compensation as provided in Workers' Compensation Laws of the State of Florida.

b. The JEA Investigation Team, which shall include a Union Executive Board or designated member, shall investigate all recordable injuries to ascertain whether the employee complied with the provisions of rules, regulations, and policies; whether the injury was the result of negligence or carelessness; and whether the injury could have been avoided.

c. JEA will pay a wage supplement for thirty (30) working days to any permanent employee who is temporarily totally disabled as a result of an injury received in the course of employment with JEA, if all of the following conditions are met:

1. The employee is entitled to receive and is receiving Workers' Compensation.

2. The employee was not at fault regarding his injury. The JEA Investigation Team shall investigate all lost time injuries as provided in Article 18.l b. Based upon its investigation, the Investigation Team shall make a recommendation to Management regarding whether the employee was at fault. JEA's exercise of its discretion under this section shall not be subject to arbitration.

d. The wage supplement provided for in Section 18.lc shall be equal to one hundred percent (100%) of the employee's regular straight time wages, less any amount provided by Workers' Compensation.

e. Compensation after thirty (30) working days will be contingent upon a qualified physician's biweekly diagnosis, and shall be at Management's sole discretion, not subject to arbitration.

f. When an employee is off the payroll (not receiving JEA compensation) due to an on-the-job injury, JEA will continue to pay life insurance and medical insurance premiums normally paid by JEA, which includes JEA's portion of the dependent medical insurance premiums. The employee is responsible for the optional life insurance premium and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amounts equal to the employee's pension contribution prior to the on-the-job injury.

g. If an employee who is temporarily totally disabled due to an on-the-job injury receives wage payments from JEA, JEA will continue to pay the premium noted in paragraph f. above. The optional life insurance

premium and the employee's portion of the dependent medical insurance premium and pension contribution will be deducted from his/her wage payments.

18.2 Any provisional or probationary employee who is temporarily, totally disabled from the results of an injury received in the course of employment with JEA shall receive the benefits to which he/she is entitled under the Workers' Compensation Law of the State of Florida and such benefits above legal requirements as JEA may deem reasonable.

18.3 If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of his/her classification, the provisions of Article 11.8 or Article 13.7, as applicable, shall apply.

18.4 An employee, due to an on the job injury, is temporarily, totally disabled, will upon recommendation by the employee's Manager and approval by the employee's Director be placed on paid administrative leave for up to forty (40) hours during the first seven (7) calendar days the employee is unable to return to duty as a results of a qualified physician's determination. A Workers' compensation offset will be taken as a result of any paid administrative leave so as to prevent any overpayment of wages for which the employee received.

ARTICLE 19 - SUPPLEMENTAL PAY

19.1 All full time employees of JEA, now or hereafter employed in the classifications listed in Exhibit "A" attached hereto, shall receive for each five (5) years of continuous service with JEA, computed from their respective dates of initial employment, an increase in salary of ~~$300~~$325 per year for every five (5) year period of continuous service through year fifteen (15). Thereafter, an increase in salary of $500 per year for every five (5) year period of continual service. This increase shall be in addition to any general or special raises which may be granted from time to time. ~~Three hundred dollars ($300) shall be the maximum amount of service raise or increase payable for any five (5) year period.~~

19.2 STANDBY COMPENSATION

a. Any employee who is required by JEA to be on standby duty will receive standby compensation as provided in this Article.

b. For purpose of this Article, an employee is on standby if the employee has been directed to leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

c. The formula for the standard rate of Standby Compensation shall be the equivalent of one and one-half (1.5) times the employee's current base hourly rate of pay for each day the employee is on standby.

d. Any employee who fails to comply with the provisions of Section 19.2 shall not be entitled to Standby Compensation for that day, and shall be subject to discipline.

e. Employees may, with the approval of Management, arrange substitution of standby duty among themselves; provided the substitute is, in Management's judgment, at least as well qualified as the employee scheduled by Management.

19.3 Schedule Premium

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

b. A two dollar and fifty cents ($2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on Saturday and/or after 00:00 on Sunday and prior to

24:00 on Sunday (not including call-out, overtime or schedule premium of any type).

19.4 UPGRADE PAY

a. When an employee is qualified for and temporarily assigned by a supervisor or above to perform and accept the full duties and responsibility for work in a higher class of position, he/she shall normally receive an approximate five percent (5%) pay differential for assuming those responsibilities. If this latter differential does not place the employee on a higher pay rate than the employee for whom the upgraded employee is responsible, then he/she shall receive a pay differential which shall place him/her at least an approximate five percent (5%) over the subordinate employees.

b. This assignment of additional responsibility must be for a period of at least two (2) hours, for employees to receive the upgrade pay for the duration of the time spent working in the higher classification.

c. The senior, most qualified, and available employee on the same schedule, crew, or section shall be given first consideration for the upgrade assignment. Actual assignment will be based on the following criteria: is a senior employee in the classification; is the most qualified for the duties to be performed; and is available for such assignment.

d. The provisions of this paragraph shall not apply to an employee who is performing the duties of a higher classification for the purpose of training and experience while under the direct supervision of a qualified employee.

e. Apprentice and Trainee classifications shall not be eligible for upgrade work.

19.5 MEAL ALLOWANCE [OPEN ARTICLE]

19.6 CERTIFICATION

a. JEA Management has the right to establish and eliminate certification programs for specific skills. The criteria for certification, and the classifications to which it will apply, are at the sole discretion of JEA. JEA, however, will consider all classifications in the JEA Apprenticeship Program for potential participation in the certification program.

b. Certification pursuant to this article is a creation of the collective bargaining process and is solely governed by the terms of this collective bargaining agreement; therefore, the act of establishing or eliminating any certification program, any reduction in pay pursuant to this article, and any adjustment in pay grade or pay step pursuant to this article, shall not give

rise to any rights under the Civil Service or the Civil Service and Personnel Rules and Regulations.

c. All Electric Production journeymen in classifications selected for certification with six (6) months in grade will be eligible to be considered for certification. Vacancies will be posted for volunteers as they occur and selection will be made by a test. Journeymen who are selected will be moved to the next higher step up to and including step three (3) of the pay plan. Whenever any certified journeyman fails to maintain compliance with the standards required for certification, he/she will be returned to the next lower step of the pay plan.

d. The Union shall from time to time provide recommendations to JEA on matters pertaining to the development of the certification program. JEA shall receive and consider the Union's recommendations.

e. Certified employees will only be assigned work for which they have received adequate training and are qualified to perform.

19.7 INSTRUCTOR COMPENSATION SUPPLEMENT

a. JEA Management has the right to establish an Instructor Compensation Supplement provision for employees who meet the minimum requirements as noted in Sections 19.7b1&2 below. The minimum requirements as noted in Sections 19.7b1&2 below, and the classifications to which it will apply, are at the sole discretion of JEA.

b. To qualify for the Instructor Compensation Supplement, the employee shall meet the following minimum requirements:

1. Assigned training duties are responsibilities for at least eight (8) consecutive hours.

2. Assigned training duties and responsibilities that include classroom instruction.

c. The Instructor Compensation Supplement shall be five per cent (5%) of the employee’s base salary and shall be added to his/her base salary.

d. The employee will receive the Instructor Compensation Supplement for the period of time he/she is assigned training duties and responsibilities, provided he/she meets the minimum requirements as noted in Sections 19.7b1&2 above.

e. The Instructor Compensation Supplement shall be paid to the employee on the pay day at the end of the first full pay period after he/she meets the minimum requirements as noted in Sections 19.7b 1&2 above and shall be

retroactive to the beginning of the time period during which the employee satisfied the minimum requirements.

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

ARTICLE 20 - ADMINISTRATION OF THE PAY PLAN

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

20.2 General Increase

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

All employees in the Unit shall receive a general increase as follows providing the Union ratifies before September 20, 2022:

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

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

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistics) for the calendar months of August 2022 through July 2023 exceeds the four and one-half percent (4.5%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the 4%, the General Increase will remain at 4% and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2022 through July 2023 exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will pe paid as a one-time lump sum payment calculated using the employee's regular annualized salary as of 9/30/23 and will be paid as soon as administratively feasible at the beginning of the FY 2024.

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

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistics) for the calendar months of August 2023 through July 2024 exceeds the three and one-half percent (3.50%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the 3%, the General Increase will remain at 3% and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2023 through July 2024 exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will pe paid as a one-time lump sum payment calculated using the employee's regular annualized salary as of 9/30/24 and will be paid as soon as administratively feasible at the beginning of the FY 2025

In addition to the General Increases provided above, all employees in the unit shall receive a one-time lump sum payment equal to three percent (3%), to be calculated using the employee's regular annualized salary as of 9/30/22. This one-time lump sum payment will be paid as soon as administratively feasible at the beginning of the FY 2023. This one-time lump sum payment is contingent on the Union ratifying before September 20, 2022.

~~Fiscal years run from October 1st through September 30th.~~
~~FY 19/20: 3.5% increase to base pay effective October 1, 2019~~
~~[NOTE: FY 19/20 increase to be paid retroactively]~~
~~FY 20/21: 3.5% increase to base pay effective October 1, 2020~~
~~FY 21/22: 3.5% increase to base pay effective October 1, 2021~~

~~If there is a Recapitalization Event, any remaining general increase shall be applied to each employee's rate of pay effective the Closing Date of the Recapitalization Event. For example, in the event a Recapitalization Event occurs and the Closing Date is July 2020, each employee shall receive an increase of an additional 7%.~~

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

20.3 ENTRANCE SALARY RATES

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

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

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

20.6 a. Whenever an employee is demoted to a position for which he/she is qualified, he/she shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. The employee shall not be eligible for a step raise for one (1) year after the demotion.

b. Demotions to classifications not previously held will result in a reduction in pay of at least 5% or the maximum of the range, whichever causes the greater reduction. The employee shall not be eligible for a step raise for one (1) year after the demotion.

20.7 In any case where an employee is promoted to a class within the unit with a higher base maximum rate, the rate of pay upon promotion shall be the lowest step in the higher range that will provide an approximate increase of five (5) percent over the rate received immediately prior to the promotion, provided that the increase shall not exceed the maximum salary rate for the higher classification. Advancement to the maximum rate subsequent to promotion will be on the same basis as described below.

20.8 In the event of a reallocation of a position to a class which is at a higher salary level, the employee shall be paid at the same rate in his/her salary range or if no rate of the new range is the same, at the lowest rate of the new range which is above his/her former rate. In the event of a reclassification of a position which is at a lower salary range, the employee concerned shall be paid at the rate of pay for his/her classification.

20.9 Upon satisfactory completion of the probationary period after initial appointment or promotion, the entrance salary of the employee shall be advanced one (1) step in the salary range unless the entrance salary range is the maximum, in which case, there shall be no increase. For Journeyman classifications which have two steps, there shall be no end of probation increase.

20.10 After an employee receives his/her step increase upon completion of the probationary period, or promotion to the Journeyman class, he/she shall be granted step increases, except for unsatisfactory/below standard performance, no sooner than twelve (12) months from his/her date of last increase, until he/she reaches the maximum rate of pay for his/her classification. On-the-job injuries which are not a result of his/her unsafe or negligent act shall not be grounds for denial. For the purpose of this Agreement, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee: date on which employee received his/her end of probation increase; date on which employee was promoted to a Journeyman classification; or date on which an employee received a step increase. For the purpose of this Agreement, general increases shall not be considered as the date of last increase.

20.11 The appropriate manager concerned shall state in writing the reason for denial or delay of an employee's step increase. In the case of a step increase for completion of the probationary period, the recommendation shall include the certification that the probationary period has been successfully completed. The employee shall be apprised of any deficiencies in his/her performance observed during the period involved and shall be advised in writing of the reasons for any delay in his/her step increase because of unsatisfactory performance/below standard. Documentation of prior counseling with employee on deficiencies in performance will be required to substantiate unsatisfactory/below standard performance for denial of step increase.

20.12 Requirements for step increase and other purposes as specified in these rules shall be based on continuous service, which is employment in the Consolidated Government without a break or interruption in either classified or unclassified position. Leave of absence with or without pay shall not break or interrupt continuous service.

20.13 When computing the length of service for promotions, annual leave, service raises, retirement etc., leave without pay (one day or more) will be deducted. The employee's anniversary date will be adjusted accordingly. The rights of employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period of military service in accordance with Civil Service and Personnel Rules.

20.14 An employee may be temporarily assigned to perform duties of a lower classification without any change in pay.

20.15 An employee may be assigned to another classification for which he/she is qualified, if due to injury, or illness, or mental attitude, he/she is unable to perform all the essential functions of his/her normal position. An employee so assigned shall receive the rate of pay within that assigned class which provides for the least reduction in his/her normal rate of pay.

20.16 Posting Notice of Assignment

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

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

20.18 APPRENTICESHIP PROGRAM PAY PLAN

a. The JEA Apprentice Program may include any classification in the Bargaining Unit, as determined by management. The pay plan for the JEA Apprenticeship Training Program, adopted pursuant to Section 24.7, will be as set forth in Exhibit A.

b. Original appointments into the apprenticeship program shall normally be made at Step 1.

c. Advancement from the entrance rate (~~step~~ Step 1) to the maximum rate shall be by successive steps. Apprentices will advance one step every six months, provided that they successfully complete requirements of the applicable phase of the apprenticeship program. JEA may apply this provision to "Trainee" classifications as well.

d. Apprentices hired after Program implementation will be required to sign an indenture agreement. If an Apprentice hired after the Program is implemented does not successfully complete the requirements of the Program, his/her employment will be terminated. Similarly, trainees will be required to sign a Trainee agreement and if the trainee does not successfully complete the requirements of the Program, his/her employment will be terminated.

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

20.20

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

b. Except as otherwise provided, employees who receive a meets standard/satisfactory or exceeds standard overall performance evaluation rating will be eligible for a step increase, twelve (12) months from the date of their last step increase, demotion, reversion or promotion date.

c. Employees who receive an overall below standard/unsatisfactory performance evaluation rating will not be eligible for a step increase. Within seven (7) working days after the performance evaluation is completed, the employee will be provided with written documentation substantiating the below standard/unsatisfactory job performance and denial of the step increase. This documentation will be included in the employee's personnel file.

d. Employees who receive an overall below standard/unsatisfactory evaluation rating shall have follow-up performance evaluations conducted no sooner than three (3) months, but no later than six (6) months after the denial of the step increase. An employee who received an overall below satisfactory standard/unsatisfactory evaluation will be eligible for a step increase when they have improved their job performance to a meets standard/satisfactory level for twelve (12) consecutive months as documented by these interim performance evaluations.

~~e. The parties shall meet at reasonable times to discuss the mechanics and details of moving the JEA's employee performance evaluation cycle from the employee's anniversary year to a time frame proximate to the end of JEA's fiscal year (September 30) with the goal of adopting a Memorandum of Understanding in time to effect this change by September 30, 2020. Nothing in this section shall be construed, however, as a waiver of any party's right to negotiate the impact of JEA's changing the timing of annual employee performance evaluations.~~

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and JEA and Union agree to work toward this end. There shall be no reprisals against any employee for exercising his/her rights under this article.

21.2 The purpose of this grievance procedure is to provide a method of processing grievances involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties to this Agreement and Unit employees for such matters. Grievances or appeals resulting from the following types of action are excluded from consideration under this Article:

a. A violation of reemployment or reinstatement priority rights;

b. A position classification or specification decision or examination dispute appealable under Civil Service and Personnel Rules and Regulations;

c. An allegation or complaint of discrimination under Equal Employment Opportunity;

d. A fitness for duty examination results;

e. Health Benefits decisions;

f. Injury Compensation provided by insurance carriers;

g. Other provisions where authority is vested in the Civil Service Board or higher authority.

21.3 The Union or any employee or groups of employees in the Unit may process a grievance over the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:

a. They sign a statement on the grievance form that they do not want to be represented by the Union during processing of that particular grievance;

b. The employee/employees must represent himself/herself or may be represented by legal counsel at his/her own expense;

f. Any adjustment must not be inconsistent with the terms of the Agreement.

21.4 During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of state policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the proper authority.

21.5 A grievance must be taken up with JEA within twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose. Failure of JEA to observe the time limits prescribed in each step may entitle the employee or the Union to advance the grievance to the next step of the procedure. Failure of the Employee or the Union to meet the time limits prescribed at any step of the grievance procedure will constitute a basis for termination of the grievance by JEA. Time limits at any level may be extended by mutual agreement between JEA and the Union or employee.

21.6 Informal Complaint Resolution. Any employee covered by this Agreement shall have the right to pursue appropriate informal efforts to resolve problems or complaints that arise in the workplace. Each employee is required to seek informal resolution of problems or complaints with their appointed Manager prior to using the formal grievance procedure.

STEP 1 - FORMAL:

The grievance procedure is initiated by the Union, employee or the employee and the union representative submitting the grievance in writing (on a mutually agreed upon form) along with any supporting documentation to the employee's Director. The written grievance shall contain, in brief, enough of the details of the grievance including Article(s) and Section(s) of the Agreement involved so that the grievance may be properly identified and the corrective action desired. The Director shall, within ~~seven (7)~~fifteen (15) calendar days of receipt of the grievance, meet, with the employee and union representative or the employee to discuss the grievance. The Director shall provide his/her written decision and the reason(s) for the decision within ~~ten (10)~~fifteen (15) calendar days after the meeting. If such decision is not acceptable, the grievance will be forwarded to the next step.

STEP 2 – FORMAL:

a. If a satisfactory settlement is not reached at Step 1, the employee or representative will forward the grievance, in writing within ~~ten (10)~~fifteen (15) calendar days after receipt of the Step 1 decision, stating any objection to the step 1 decision, to Labor Relations who shall receive the grievance on behalf of the Managing Director The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the aggrieved employee, and representative or President if Union is representing employee, and if an employee initiated grievance; or Vice President and President if a Union initiated grievance. The Managing Director or his representative shall render a written decision, which shall include the reason(s) for the decision, within fifteen (15) calendar days after the meeting. The same person will not conduct the Step 1 and Step 2 hearing.

b. The Managing Director's representative shall be a Vice President or Officer. A Vice President or Officer will not be designated as a representative to hear a grievance in his/her own area. Said representative shall have full authority to render a written decision.

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

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

ARTICLE 22 - ARBITRATION

22.1 The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by the Union President or the official spokesperson of the Union as defined by Article 4.2 of this Agreement.

22.2 In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within fifteen (15) days after receipt of the written Step 2 decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2 decision will be final and binding.

22.3 Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by JEA to provide a panel of seven (7) arbitrators. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be acted upon. Within five (5) work days after the panel has been received from FMCS, no more than two (2) persons from each party shall meet for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party having the first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure will be followed. After selection of the arbitrator, JEA will notify FMCS and contact the arbitrator. The parties will attempt to set the arbitration date within thirty (30) calendar days from the date of arbitrator's notification of selection. If the thirty (30) day time period cannot be met, the parties agree to extend this thirty (30) day period to a time frame that will accommodate the schedules of the selected arbitrator and the schedules of the advocates for the Employer and the Union. A letter shall be sent immediately to the arbitrator setting forth the issue, and any other pertinent information as agreed to by both parties. The Union shall be furnished a copy of this correspondence.

22.4 JEA and Union, shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator. If either party desires to have a transcript of the hearing, such party shall bear the full cost of such transcript.

22.5 Union employees who shall be excused from duty to participate in the arbitration proceedings without charge to leave will be the steward, President, the aggrieved employee, if employee initiated grievance; or, steward if Union initiated grievance, and Unit employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.

22.6 At the conclusion of the hearing or receipt of the post-hearing briefs, the arbitrator may render his/her award within thirty (30) calendar days or as soon as his/her schedule or case load allows.

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

ARTICLE 23 - BULLETIN BOARDS AND COMMUNICATIONS

23.1 a. The Union shall be provided with partial use of suitable bulletin boards, including at least one (1) at each working location for the posting of information pertaining to Union activity. JEA agrees, if the Union requests, to provide a separate bulletin board specifically for the use of the Union of a standard size not to exceed 4' x 4'.

b. The Union shall also be provided the use of an electronic bulletin board accessible by all members of the bargaining unit through the JEA intranet site.

23.2 The Union agrees that is shall use space on bulletin boards provided for the following purposes:

a. Notices of Union meetings.

b. Reports of Union elections.

c. Reports of Union committees.

d. Rulings and policies of the Union.

e. Notices of recreational and social affairs of the Union.

f. Notices of meeting of public bodies.

g. Official grievance documents and related attachments

h. Other notices as mutually agreed upon by JEA and the Union President.

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

23.4 Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the IBEW 2358 President.

23.5 Union officers and stewards will be allowed restricted use of the JEA email system for communicating items and issues of mutual benefit to JEA and the Union, e.g. job specification review and comments, grievance related matters, other JEA initiated communications for which the Union is requested to respond. All such communications utilizing JEA’s email system shall include Labor Relations on the distribution.

ARTICLE 24 - SAFETY AND TRAINING

24.1 a. JEA agrees to continue an aggressive employee development program to better prepare each employee for his/her present position and provide maximum preparation for promotional opportunities. To this end, the Union Training Committee shall help develop and recommend to the appropriate Vice President, Director, or Manager an effective training program for all employees covered by this Agreement.

b. It is acknowledged that due to the hazardous nature of the electric utility industry, JEA, its employees and the Union have mutual interests in the safe working conditions of its employees. To this end, the Union agrees to establish a Safety Committee. The Safety Committee shall help develop and recommend to the appropriate Vice President, Director, or Manager, an effective safety program for all employees covered by this Agreement, including changes or additions to present safety rules, and recommending safety tools, devices and equipment.

24.2 Each employee is responsible to observe the safe work practices on any and all jobs performed within JEA. If any employee is charged by JEA as being at fault in connection with any accident, and such charge is deemed unfair by the employee, said employee may resort to the Grievance Procedure in Article 21 of this Agreement.

24.3 Nothing contained in this Article shall be construed or impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation Laws govern the rights and benefits of the employees covered by this Agreement for on-the-job injuries.

24.4 It is agreed that from time to time employees within the bargaining unit, approved by JEA, may be temporarily assigned to or work with the Safety or Training Activities for the purpose of assisting with and enhancing the employee safety and training program.

24.5 a. Because of the especially hazardous nature of electric utility work, every effort will be extended toward the safety of employees. JEA will ensure as far as practicable, a sufficient number of skilled workers are assigned to the job and that the employees are equipped with the necessary safety devices and special tools to do the work properly and safely. Whenever practicable, circuits shall be opened and grounded.

b. JEA agrees to furnish at no expense to the employee, all tools and safety devices required for their classification.

c. The parties mutually agree that an employee covered by this Agreement shall proceed without delay to carry out an order or instruction given

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

24.6 JEA will continue its safety or training programs by the development and initiation of a broad range of communication and motivation programs and methods. The list below shall be used at Management's discretion.

a. Work site posters and bulletins

b. Individual employee communications.

c. Employee group meetings during working hours.

d. Employee group meetings off hours (meal furnished in lieu of overtime pay).

e. Incentive programs for individuals or groups consisting of awards or cash in recognition of documented improvement in safety records.

f. Special employee or group recognition.

g. Special management and supervisory training for unit employees.

24.7 APPRENTICESHIP PROGRAM

a. The JEA Apprenticeship Program may include any classifications in the bargaining unit (Exhibit A) as determined by Management.

b. The Program will provide for completion of training over a period of two (2) or more years.

c. JEA will comply with the requirements of Title 38 United States Code Section 2021, effective December 3, 1974, as it may be amended from time to time, regarding the placement of apprentices who return to the Program after a break in services as a result of being inducted into the Armed Forces.

d. The Union shall from time to time provide recommendations to JEA on matters pertaining to the Apprenticeship Program, including the matter of how the program should be structured. JEA shall receive and consider such recommendations.

e. Any journeyman employee who is otherwise qualified and has passed the required promotional test, but who has not had the opportunity to enroll in the JEA State Certified Apprenticeship Program, shall be eligible for promotion on the same basis as those candidates who have completed the Apprenticeship Program provided, however, that this subparagraph shall

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

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

ARTICLE 25 - CONTROLLED SUBSTANCE ABUSE AND TESTING

PRELUDE

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

25.1 DEFINITIONS

a "Drug abuse" means:

1. The use of any controlled substance as defined in Section 893.03 Florida Statutes, as amended not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.

2. The commission of any act prohibited by Chapter 893, Florida Statutes.

3. Abusing a lawful prescription.

4. Substituting or adulterating any specimen during a drug test.

5. Refusing to submit to a drug test.

6. Drug test with positive results

7. The intentional misuse of any product by deliberately concentrating and inhaling the contents, e.g. Dusting, Huffing.

b. Definition for Diluted Specimen, Substituted Specimen and Adulterated Specimen are set forth below or as established by HHS and/or SAMHSA.

1. Diluted Specimen means a specimen that has a creatinine reading less than 20 mg/dl but greater than 5 mg/dl, and a specific gravity less than 1.003 but greater than 1.001.

2. Substituted Specimen means a specimen that has a creatinine of less than or equal to 5 mg/dl and a specific gravity of less than or equal to 1.001 or greater than or equal to 1.020. (Such specimens do not exhibit the clinical signs or characteristics associated with normal urine).

3. Adulterated Specimen means a specimen is:

- Adulterated if the nitrite concentration is equal to or greater than 500.

- Adulterated if the pH is less than or equal to 3, or greater than or equal to 11.

- Adulterated if a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present in a concentration greater than normal physiological concentration.

c. "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, (dated 1987) not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statues.

d. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.

e. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.

"Reasonable belief" means an opinion which a prudent person would form based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person saw, heard, smelled, tasted or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information;

2. The reliability of the person or source providing the information;

3. The extent of any confirmation; and,

4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable belief, but all must be examined.

f. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

g. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, which impairs or adversely affects the employee's ability to perform his or her job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by JEA employees is strictly prohibited. Alcohol abuse shall also mean:

1. Using or being under the influence of alcohol or alcoholic beverages on the job.

2. Substituting or adulterating any specimen during an alcohol test.

3. Refusing to submit to an alcohol test.

4. Alcohol test with positive results as defined as breath or blood alcohol level above .04.

25.2 CIRCUMSTANCES WHEN TESTING MAY BE REQUIRED.

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

a. Whenever two (2) managerial/supervisory employees concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public, and the reasons for such concurrence have been stated to a Union representative.

b. 1. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or damage to JEA property, or involving a personal injury that requires or may require treatment beyond first aid as determined by the medical practitioner (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. The employee will also be subject to an alcohol breathalyzer test. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after (sequelae) or impact on the accident (regardless of whether the employee was at the location of the accident). If the accident/damage investigation team reveals that employee negligence was a cause, the negligent employee's(s') specimen will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include a Union executive board member or designee.

2. Whenever an employee in a safety sensitive classification or classification requiring a CDL is involved in a vehicular accident that results in a fatality, or the employee receives a moving violation citation and the accident involved bodily injury requiring medical treatment away from the scene, or one or more vehicles are damaged and disabled requiring towing away from the scene, the employee will be tested as soon as practicable after the accident for drugs and alcohol.

c. Any time within one (1) year after an employee has voluntarily admitted a substance abuse problem provided for in 25.5.a., or tested positive for the presence of illegal drugs taken from a lawful prescription issued to the employee’s spouse or family member permanently residing with the

employee, and/or tests positive for alcohol, or one (1) year after completing initial rehabilitation, whichever is later (The rehabilitation counselor shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed).

d. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing," requires testing for alcohol as well as for controlled substances).

e. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions, management has designated certain classifications as safety sensitive. The designation is in accordance with the Safety Sensitive – Definitions and Keys (Appendix C). For purpose of this article, a safety sensitive position is one where drug or alcohol affected performance could clearly endanger the health and safety of others. Specifically, safety sensitive positions are those that meet the following criteria:

1. The employee's duties are such that errors in judgments, inattentiveness, or diminished coordination, dexterity or composure while performing his/her duties could result in mistakes, omissions, oversight or other errors that would constitute an immediate and direct threat to the health and safety of others: and

2. Employees in these positions work with such independence or perform such tasks that it cannot be safely assumed that mistakes such as those described in subparagraph 1. would be prevented by a supervisor or another employee or safety procedures (i.e. Tagging procedure).

f. Nothing in this Agreement shall be deemed a waiver of the rights of any employee who is disciplined pursuant to these provisions of the Agreement to challenge in a court of law whether such testing was permissible under applicable law.

g. All employees in safety sensitive classifications are subject to random drug and alcohol testing programs. Any employee who disputes the safety sensitive designation of his/her position shall be required to submit a sample in accordance with testing procedures. If the employee tests positive and is subsequently disciplined, the employee shall have the right to grieve such discipline under the terms of this Agreement. In such grievance, JEA shall have the burden of proof that, at the time of the test, the employee met the criteria set forth in 25.2 f. and that JEA had proper cause to test and discipline the employee.

h. Upon completion of the JEA State Certified Apprenticeship Program, prior to promotion to a State Certified journeyman classification.

i. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Chapter 112.0455(5)(m) and 440.102(1)(o) Florida Statutes.

25.3 TESTING PROCEDURES

a. Drugs

1. Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines except as specifically amended herein.

2. The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern.

TEST THRESHOLDS

Initial test analyte	**Initial test cutoff** [1]	**Confirmatory test analyte**	**Confirmatory test cutoff concentration**
Marijuana metabolites (THCA) [2]	50 ng/mL [3]	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL [3]	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA [4]/MDA [5]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

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

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

(a) The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed of.

(b) If the results of the initial test provided for in Section 25.3 c. 1. are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result until it has been confirmed as provided for in this section.

(c) If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.

Should the employee provide specimen which is unsuitable for testing a third consecutive time, the employee will be escorted for collection thereafter until a suitable specimen is provided.

(d) Specimens that are adulterated or substituted will be reported as a "refusal to test", and the employee will not be offered the opportunity for a test of the second sample provided for in 4.0 below.

4. If the results of the second test for illegal drugs that is provided for in Section 25.3 a.3.b is positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. The employee may request that JEA provide that employee with appropriate information regarding the test results to explain why the employee is deemed to have tested positive. Such information shall include, at the employee's request, the opportunity to discuss the test results with the MRO. At that time (but not longer than 7 calendar days), the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take corrective and rehabilitative action as provided for in this article, and/or disciplinary action where appropriate.

5. Testing Procedures

Applicable to Safety Sensitive Random Testing:

(a) Management will administer random drug tests to no more than 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest "whole" person.). Management may at its sole

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

(b) Management will administer random alcohol tests to no more than 10% of all employees who are designated as safety sensitive each year (the "10%" can be rounded up to include the nearest "whole" person).

(c) The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.

(d) Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

b. **Alcohol**

1. Whenever an employee is required to be tested for alcohol, the JEA shall utilize a generally accepted blood test procedure or breathalyzer that provides quantitative results showing the amount of alcohol present in the blood.

2. The threshold level or cut-off limit shall be set forth below or as established by HHS and/or SAMHSA and/or Florida Statute. The following levels have been established as of the effective date of this Agreement; however, the levels established by HHS and/or SAMHSA and/or by Florida Statute which are in effect as of the date of any given test shall govern.

Breath or Blood Alcohol Levels

HHS and/or SAMHSA

0.020 to 0.039

0.040 to 0.079

0.08 and Above

Florida Statute

0.05 to 0.079

0.08 and Above

25.4 DISCIPLINARY ACTION

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

1. Any employee who used a controlled substance pursuant to a prescription lawfully issued to a member of the employee's household residing with the employee shall be given a single last chance agreement – provided the prescription was taken for the employee's bona fide medical condition. Subsequent violations of the policy shall result in immediate termination.
2. Drug abuse, other than described in (1) above shall result in immediate termination.

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

1. If an employee with a CDL tests positive for a breath or blood alcohol level between .04 and .05, the employee must complete rehabilitation before he/she is released to drive a JEA vehicle.
2. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08, and there is no other competent evidence of impairment, the employee will be given a Last Chance Notice. Any subsequent positive test producing a breath or blood alcohol level in excess of 0.05 will result in the employee being terminated from employment.
3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.
4. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.

c. Any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article shall be subject to termination from employment.

d. Violations of this article shall be governed by LR606, as it may be amended from time to time.

25.5 REHABILITATIVE/CORRECTIVE ACTION

a. Any employee(s) who have, or believe they have, a drug and/or alcohol dependency problem are encouraged to seek treatment.

b. JEA may require an employee to submit to counseling or other rehabilitative treatment as a condition of continued employment pursuant to the following situations:

1. An employee who voluntarily acknowledges a drug and/or alcohol problem in accordance with 25.5.a.

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

3. An employee who tests positive for alcohol pursuant to Section 25.4.b.1.

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

c. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his/her job duties. The decision as to whether the employee can safely perform his/her job duties shall be made by the Vice President, Director, or Manager in conjunction with a physician or Substance Abuse Professional associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:

1. Whether the employee has regularly attended counseling and/or treatment sessions, as directed.

2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.

4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.

6. Whether JEA should impose any work-related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.

d. Driving restrictions for employees with a CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Alcohol Use & Testing Program, 49 CFR 382, et seq.

25.6 EXAMINATION AND TEST

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

b. Urine specimens or alcohol tests required by this Article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug or alcohol testing. Unless factor(s) arise during testing which cause a reasonable belief that the testing process is being compromised, there will be no visual observation of the act of urination.

c. In the case of alcohol testing conducted pursuant to Section 25.2 e., any employee who tests .039 breath alcohol content or less (but in excess of .02 breath alcohol content) in any test conducted before 10:00 am will be sent home and required to utilize annual leave to cover the time.

d. Tests will be performed by a SAMHSA certified facility selected by JEA.

e. Employees who are required by this Article to take a test shall be required to sign an authorization form releasing the records of such tests to the JEA Labor Relations. The JEA Labor Relations shall release relevant information contained in those records only to the employee's Vice President, Director, or Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's Manager and foremen, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

f. JEA will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

25.7 TRAINING

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

25.8 EMPLOYEE SUPPORT

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

25.9 EMPLOYER INITIATION

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

ARTICLE 26 - DISCIPLINE AND DISCHARGE

26.1 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause. JEA will give a written notice of fact finding to the employee within fifteen (15) calendar days from the date JEA became aware of the occurrence. This notice may be followed with a written statement of charges within forty-five (45) calendar days from the date of the notice. This provision cannot be exercised after 180 calendar days from the date of the occurrence. Provided however that all time limits established in this section may, at management's discretion, be extended during the pendency of a felony criminal investigation into an employee's conduct. In such cases, the time limits established by this section will not begin to run until all investigations and/or prosecutions involving the employee are concluded.

26.2 a. An employee will be allowed to review his/her master personnel file, and any other public record which contains information about the employee and which is not otherwise confidential, within a reasonable length of time after written request.

b. During the term of this Agreement, if any information which is considered by Management to be unfavorable or derogatory to an employee is entered in his/her master personnel file, (excluding copies of personnel action forms, time reports, and employee evaluation reports), which deal with conditions originating after employment with JEA, the employee will be required to acknowledge in writing receipt of such information and will be furnished a copy in order that he/she may have the opportunity to submit a written statement responding to the information. The employee's acknowledgment in writing of receipt merely indicates that the employee has seen and received a copy of such unfavorable or derogatory information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions. The employee's responding statement will also be entered in his/her master personnel file.

c. If an employee feels that any correspondence written on him/her was unjustified, he/she has the right to resort to the grievance procedure.

26.3 JEA will follow the principles of progressive discipline that discipline generally proceeds from:

- A Letter of Reprimand, to
- A Final Written Reprimand, or suspension, or reduction in pay, to
- A Demotion and/or Discharge.

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

26.4 The possession or use of illegal drugs, alcohol and/or other intoxicating substances, while at work, or reporting to work under the influence of illegal drugs, alcohol and/or other intoxicating substances is a violation of JEA policies and procedures. Any employee taking prescription medication that has the potential to impact the employee's ability to do his/her work shall notify his/her supervisor of such usage.

26.5 An employee during the original probationary period shall be subject to discharge at the sole discretion of JEA, and its action shall not be the subject of an appeal grievance.

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

ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

27.1 JEA and the Union mutually agree that each has a positive and distinct role in carrying out the concepts of Equal Employment Opportunity (EEO) irrespective of race, color, creed, national origin, religion, sex, age, and, disability. JEA and the Union agree to encourage all Unit employees to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.

27.2 It is agreed that the Union will participate in such activities which are required by EEO laws and regulations and the implementation of JEA Equal Access/ Equal Opportunity policies and procedures. The Union will advise appropriate Management of employees' dissatisfactions that do not constitute formal discrimination complaints but appear to be a potential source for discrimination complaints.

27.3 It is agreed that no official of JEA or the Union shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for appearing, testifying or furnishing evidence during any investigation or hearing procedures.

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - TERM, APPROVAL, AND AMENDMENTS

29.1 This Agreement, upon approval and ratification, shall become effective on October 1, ~~2019~~ 2022 and shall remain in effect through September 30, ~~2022~~2025.

29.2 It is acknowledged that this Agreement must be approved by the membership of the Union prior to submission for approval to and by JEA.

29.3 This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendments shall be reduced in writing, state the effective date of the amendment, and be executed and approved in the same manner as this Agreement.

APPENDIX A – PAY GRADES

IBEW Job Classification Index			
Job Code	**Entry Level**	**Job Title**	**Pay Grade**
1039	Y	Appr Electrical Technician	209
1050	Y	Appr I & C Technician	209
1048	Y	Appr Line Maintainer	206B
1046	Y	Appr Mechanical Technician	206
1083	Y	Appr Meter Technician	209
1059	Y	Appr Network & Cable Splicing Tech	206B
1015	Y	Appr Power Plant Operator	210B
1010	Y	Appr Process Chemistry Technician	209
1068	Y	Appr Substation Technician	209
1031	Y	Associate Technician	205
1008	Y	Asst Process Chemistry Technician	209A
1060	N	Electric Troubleshooter	220A
1040	N	Electrical Technician	218A
1070	N	Facilities O & M Mechanic	215
1063	N	Facilities O & M Technician	217A
1073	Y	Facilities O&M Assistant Mechanic	210
1065	N	Facilities O&M Electrical Technician	218A
1042	N	Facilities Operations Controller	215
~~1071~~	~~N/A~~	~~Field Service Technician II (RL)~~	~~215~~
2162	Y	Fuel Technician	216
1051	N	Instrument & Control Technician	218A
1012	N	Inventory Control Technician	~~206~~ 211
1053	N	Line Maintainer	219
2313	N	Maintenance Planner	218A
3323	N	Material Handling E & I Tech	217A
3320	Y	Material Handling Operator Maintainer I	216B
3321	N	Material Handling Operator Maintainer II	222
1047	N	Mechanical Technician	217*
2315	N	Meter Specialist	214B
2316	N	Meter Specialist Senior	215B
2314	Y	Meter Specialist Trainee	203
1080	N	Meter Technician	218A
1055	N	Network & Cablesplicing Technician	219
1016	N	Power Plant Operator	217*
1017	N	Power Plant Ops & Maintenance Analyst	220
1056	N	Power System Field Operator (RL)	218A

2310	N	Predictive Maintenance Tech	218A
1009	N	Process Chemistry Technician	218
5530	Y	Protection & Control System Technician I	214C
5531	N	Protection & Control System Technician II	230
1032	N	Staff Technician	213
1035	N	Storekeeper (RL)	215
1069	N	Substation Technician	219
1033	N	Systems Technician - Electric	224
1034	N	Systems Technician - W/WW	224
1112	Y	Technical Support Associate	201
3101	N	Transformer Shop Technician	214B
6998	N	Utility Investigator	215B
1118	N	Vehicle Asset Coordinator	216A

Job Code	Entry Level	Classification Title	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1112	Y	Technical Support Associate	201	22/23	$21.28	$22.40						
				23/24	$22.23	$23.41						
				24/25	$23.01	$24.23						
2314	Y	Meter Specialist Trainee	203	22/23	$23.76	$24.95	$26.20	$27.51				
				23/24	$24.83	$26.07	$27.38	$28.75				
				24/25	$25.70	$26.98	$28.34	$29.75				
1031	Y	Associate Technician	205	22/23	$27.51	$28.88	$30.33	$31.85				
				23/24	$28.75	$30.18	$31.69	$33.28				
				24/25	$29.75	$31.24	$32.80	$34.45				
1046	Y	Appr Mechanical Technician	206	22/23	$22.97	$24.12	$25.33	$26.60	$27.93	$29.33	$30.79	$32.34
~~1012~~	~~N~~	~~Inventory Control Technician~~		23/24	$24.01	$25.21	$26.47	$27.80	$29.19	$30.65	$32.18	$33.79
				24/25	$24.85	$26.09	$27.39	$28.77	$30.21	$31.72	$33.31	$34.97
1048	Y	Appr Line Maintainer	206B	22/23	$26.32	$27.64	$29.02	$30.48	$32.00	$33.60	$35.28	$37.05
1059	Y	Appr Network & Cable Splicing Tech		23/24	$27.50	$28.88	$30.33	$31.85	$33.44	$35.11	$36.87	$38.71
				24/25	$28.47	$29.89	$31.39	$32.96	$34.61	$36.34	$38.16	$40.07
1015	Y	Appr Power Plant Operator	210B	22/23	$25.91	$27.21	$28.57	$29.99	$31.49	$33.07	$34.72	$36.46
				23/24	$27.08	$28.43	$29.85	$31.34	$32.91	$34.56	$36.29	$38.10
				24/25	$28.02	$29.42	$30.90	$32.44	$34.06	$35.77	$37.56	$39.43
1039	Y	Appr Electrical Technician	209	22/23	$26.60	$27.93	$29.33	$30.79	$32.34	$33.96	$35.65	$37.44
1050	Y	Appr I & C Technician										
1083	Y	Appr Meter Technician		23/24	$27.80	$29.19	$30.65	$32.18	$33.79	$35.48	$37.26	$39.13
1010	Y	Appr Process Chemistry Technician										
1068	Y	Appr Substation Technician		24/25	$28.77	$30.21	$31.72	$33.31	$34.97	$36.73	$38.56	$40.50

1008	Y	Asst Process Chemistry Technician	209A	22/23	$29.32	$30.79	$32.34	$33.96	$35.65	$37.44		
				23/24	$30.64	$32.18	$33.79	$35.48	$37.26	$39.13		
				24/25	$31.71	$33.30	$34.97	$36.73	$38.56	$40.50		
1073	Y	Facilities O&M Assistant Mechanic	210	22/23	$28.73	$30.19	$31.70	$33.28				
				23/24	$30.02	$31.54	$33.12	$34.78				
				24/25	$31.07	$32.65	$34.28	$36.00				
1012		Inventory Control Technician	211	22/23	$27.93	$29.32	$30.79	$32.34				
				23/24	$29.19	$30.64	$32.18	$33.79				
				24/25	$30.21	$31.71	$33.30	$34.97				
1032	N	Staff Technician	213	22/23	$35.73	$37.51	$39.40	$41.37				
				23/24	$37.33	$39.20	$41.17	$43.23				
				24/25	$38.64	$40.57	$42.61	$44.74				
2315	N	Meter Specialist	214B	22/23	$31.76	$33.35	$35.02	$36.77	$38.61	$40.54		
3101	N	Transformer Shop Technician		23/24	$33.19	$34.85	$36.59	$38.43	$40.35	$42.37		
				24/25	$34.35	$36.07	$37.87	$39.77	$41.76	$43.85		
5530	Y	Protection & Control System Technician I	214C	22/23	$34.11	$35.81	$37.60	$39.48				
				23/24	$35.64	$37.42	$39.30	$41.26				
				24/25	$36.89	$38.73	$40.67	$42.71				
2316	N	Meter Specialist Senior	215B	22/23	$38.50	$40.44	$42.46	$44.58				
6998	N	Utility Investigator		23/24	$40.23	$42.25	$44.37	$46.59				
				24/25	$41.64	$43.73	$45.92	$48.22				
1070	N	Facilities O & M Mechanic	215	22/23	$38.59	$40.52						
1042	N	Facilities Operations Controller										
~~1071~~	~~N~~	~~Field Service Technician II (RL)~~		23/24	$40.32	$42.35						
1035	N	Storekeeper (RL)		24/25	$41.74	$43.83						
2162	Y	Fuel Technician	216	22/23	$41.18	$43.24						
				23/24	$43.03	$45.19						
				24/25	$44.54	$46.77						

1118	N	Vehicle Asset Coordinator	216A	22/23	$38.94	$40.91	$42.96	$45.10				
				23/24	$40.70	$42.75	$44.89	$47.13				
				24/25	$42.12	$44.25	$46.46	$48.78				
3320	Y	Material Handling Operator Maintainer I	216B	22/23	$41.81	$43.90						
				23/24	$43.69	$45.87						
				24/25	$45.22	$47.48						
1047	N	Mechanical Technician	217*	22/23	$41.85	$43.94	$46.14	$48.45				
1016	N	Power Plant Operator		23/24	$43.73	$45.92	$48.22	$50.63				
		**Step 4 for Certified Mechanical Tech & Certified Power Plant Oper. Only*		24/25	$45.26	$47.53	$49.90	$52.40				
1063	N	Facilities O & M Technician	217A	22/23	$44.80	$47.04						
3323	N	Material Handling E & I Tech										
				23/24	$46.81	$49.16						
				24/25	$48.45	$50.88						
1009	N	Process Chemistry Technician	218	22/23	$45.46	$47.74						
				23/24	$47.50	$49.88						
				24/25	$49.17	$51.63						
1040	N	Electrical Technician	218A									
1065	N	Facilities O&M Electrical										
1051	N	Technician										
2313	N	Instrument & Control Technician		22/23	$46.13	$48.44						
1080	N	Maintenance Planner										
		Meter Technician										
1056	N	Power System Field Operator (RL)		23/24	$48.20	$50.62						
2310	N	Predictive Maintenance Tech		24/25	$49.89	$52.39						
1053	N	Line Maintainer	219	22/23	$47.69	$50.08						
1055	N	Network & Cablesplicing Technician		23/24	$49.84	$52.33						
1069	N	Substation Technician		24/25	$51.58	$54.16						

1017	N	Power Plant Ops & Maintenance Analyst	220	22/23	$49.35	$51.81						
				23/24	$51.57	$54.14						
				24/25	$53.37	$56.04						
1060	N	Electric Troubleshooter	220A	22/23	$52.61	$55.24						
				23/24	$54.97	$57.73						
				24/25	$56.90	$59.75						
3321	N	Material Handling Operator Maintainer II	222	22/23	$48.27	$50.68						
				23/24	$50.44	$52.96						
				24/25	$52.20	$54.81						
1033	N	Systems Technician - Electric	224	22/23	$43.49	$45.67	$47.96	$50.36	$52.87	$55.52		
1034	N	Systems Technician - W/WW		23/24	$45.45	$47.72	$50.12	$52.63	$55.25	$58.01		
				24/25	$47.04	$49.39	$51.88	$54.47	$57.19	$60.05		
5531	N	Protection & Control System Technician II	230	22/23	$45.46	$47.74	$50.12	$52.63	$55.26			
				23/24	$47.50	$49.88	$52.38	$55.00	$57.75			
				24/25	$49.17	$51.63	$54.21	$56.92	$59.77			

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

I. Purpose

A. To establish a procedure to randomly select employees for alcohol and substance testing as required by the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program, 49 CFR 382, and for random testing of safety sensitive positions.

B. To establish a procedure that is well documented and can be sufficiently audited and verified.

C. To ensure that employees selected for testing are notified in a timely manner.

D. To ensure that employees are selected in a fair and impartial manner.

II. Process

A. Determination of eligible employees

1. The Director Employee Services or designee, (the "Director") will generate the master list of employees eligible for random testing. Eligibility pursuant to the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program will be based on the criteria as determined by the Federal Highway Administration and the responsibilities and duties of JEA personnel. There will be a separate Master List for CDL testing and a separate Master List for safety sensitive testing.

3. The Master Lists will be reviewed monthly to insure that the Master Lists properly reflect any employees who are no longer eligible (e.g., through resignation, promotion, no longer safety sensitive, etc.) and employees who should be added (e.g., new hires, promotions, safety sensitive, etc.). If an employee believes that he/she is no longer safety sensitive, the employee shall notify the Union in writing or by e-mail. The Union shall notify Director Employee Services in writing or by e-mail, with a copy to the employee's Manager. If an employee's Manager believes that the employee is no longer safety sensitive, the Manager shall notify the Director Employee Services and the Union in writing or by e-mail, with a copy to the employee. Where applicable, the notification (by the employee or the manager) shall specify the anticipated length of time during which the employee will not be "safety sensitive".

3. The Master Lists shall include:

   a. Employee name

   b. Job Title

   c. Cost Center

   d. Identification Number, e.g. Badge Number

   e. A number assigned sequentially from the beginning of the list to the end.

4. The Director Employee Services shall match the random numbers with the corresponding employee name on the Master Lists.

5. The Director Employee Services shall contact the employee's Manager and inform the Manager that the employee must report to the designated drug and alcohol testing center within two (2) hours of the Manager notifying the employee.

6. The employee's Manager shall take reasonable steps to ensure that the employee can timely arrive at the appropriate testing location. If a management error prevents timely arrival of the employee, the employee will not be required to be tested at a later date or time as a result of that particular selection.

7. The results of the contact attempt shall be logged by the Manager. The log entry shall indicate the employee's name, date and time of notification by the Manager, and contact result (e.g., whether successfully contacted or not).

8. An employee selected for testing shall be excused from testing if he/she is off from work on a prior approved absence, or due to the employee's work schedule (e.g., an employee on night shift). There are no other exceptions. The parties agree that the reference to excusing employees on night shift refers only to employees intermittently or periodically working on night shift. Employees for whom night shift is their only schedule are not excused from testing provided they are scheduled and report to work the same date of the random selection. It is incumbent on Management to notify the employee and arrange the logistics for the collection of the sample.

9. Prior to the actual selection, a Union representative may request to review the Master Lists. A copy of the Master Lists shall be provided to the Union representative on request.

B. Random Number Generation

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

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

2. The program will output the selections to a predetermined printer. The primary numbers will appear first on the report listing the generated numbers, followed by an equal number of alternate selections. When the selections have been printed, a single digit number (+ or -), that has been previously provided by a Union representative, will be applied to the "circular" list of selections, thereby designating the employees who are to be actually selected. The Union representative may request to view the process of number generation or to review the paperwork. No such request shall be denied, provided it can be accomplished in such a manner that prevents the Union representative or the fact of his being permitted to view the process from providing advance notice to any employee subject to testing that a test will be conducted on any particular day, and provided the Union representative reports to the designated Employee Services area within forty-five (45) minutes of notification.

3. The random number generation shall be conducted twice each time testing occurs for CDL employees; one each for alcohol and for drug testing. The random number generation shall be conducted twice each time testing occurs for safety sensitive employees; one each for alcohol and for drug testing.

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

C. Notification of Employees

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

APPENDIX C - SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY

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

APPENDIX D - GRIEVANCE FORM

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

NEGOTIATED GRIEVANCE PROCEDURE

_____Employee(s) _____Union _____Management

Initiated	Initiated	Intiated	Date of event that caused grievance

_____I desire Union Representation
_____I do not desire Union Representation
_____I desire to represent myself
_____I desire legal counsel representation

Grievant/Steward_____ Date_____
(print name & signature of employee filing grievance)

Article(s) Allegedly Violated
_____

STEP 1

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

RELIEF REQUESTED: briefly state corrective action desired:

Received by_____ Date: _____
(print name & sign)

Step 1 meeting date: _____
Step 1decision: _____ (attach written statement) Date: _____
(Sustained or Denied)

Manager/Director Signature: _____

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

STEP 2

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

To: _____ Received by: _____ Date: _____
(Manager of Labor Relations) (print & sign)

State Objections to Step 1 decision:

_____

_____

_____

_____

_____

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

Vice President: _____
(print & sign)

REQUEST FOR ARBITRATION

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

To: Labor Relations

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

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

For the JEA:

Andy Bemis

Eileen Hill

Jeremy Mathews

Joe Pineda

Christalyn Pruitt

Maritza Rivera-Clapp

Walt Hiscox

Maria Salgueiro

Maryanne Evans

For the IBEW (Local #2358):

Valerie Gutierrez

David Redd

Jesse Ferraraccio

Jacob Wyss

James Taylor

Kyle Padgett

Lance Castor

Marvin Webster

Wayne McDonald

Randy Barlow

Rick Goodin

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

President

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

Introduced by the Council President at the request of JEA:

ORDINANCE 2019-730-E

AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2358 (IBEW), SUCH AGREEMENT COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2022; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 24, 2019, the JEA Board met and reviewed the agenda item regarding the Collective Bargaining Agreement between JEA and the International Brotherhood of Electrical Workers, Local 2358 (IBEW), a copy of the agenda item is attached hereto as **Exhibit 1**; and

WHEREAS, the JEA Board has authorized the JEA Chief Executive Officer to approve the Collective Bargaining Agreement between JEA and the International Brotherhood of Electrical Workers, Local 2358 (IBEW); and

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

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

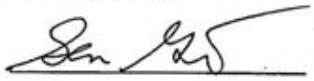
BE IT ORDAINED by the Council of the City of Jacksonville:

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

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

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

Form Approved:



Office of General Counsel

Legislation Prepared By: Sean B. Granat

GC-#1308860-v1-JEA_IBEW.docx

JEA
Building Community

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

INTER-OFFICE MEMORANDUM
September 20, 2019

SUBJECT:	**APPROVAL OF JEA COLLECTIVE BARGAINING AGREEMENTS**
FROM:	Jon Kendrick, Chief Human Resources Officer
TO:	JEA Board of Directors

BACKGROUND:

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

DISCUSSION:

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

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

International Brotherhood of Electrical Workers (IBEW)
Number of employees: 532
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/19/19

Laborers' International Union of North America (LIUNA)
Number of employees: 359
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/19/19

Jacksonville Supervisors Association (JSA)
Number of employees: 187
Wage terms: 3.5% general increase to base each year.
Union Ratification Date: 9/18/19

American Federation of State, County and Municipal Employees (AFSCME)
Number of employees: 186
Wage terms: 3.5% general increase to base each year.
Expected Union Ratification Date: 9/20/19

Exhibit 1
Page 1 of 2

Ver 2.2 02/01/2014

Professional Employees Association (PEA)
Number of employees: 290
Wage terms: For each year, the following

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

Expected Union Ratification Date: 9/20/19

RECOMMENDATION:

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

Aaron F. Zahn, Managing Director/CEO

Exhibit 1
Page 2 of 2

ORDINANCE 2019-730-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

November 26, 2019

SCOTT WILSON
COUNCIL PRESIDENT

DEC 0 2 2019

ATTEST:

DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED:

LENNY CURRY, MAYOR

CITY OF JACKSONVILLE FLORIDA

AGREEMENT BETWEEN

AND

JEA SUPERVISOR'S ASSOCIATION

October 1, ~~2019~~ 2022 – September 30, ~~2022~~2025

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Preamble

This Agreement is entered into on this first day of October, ~~2019~~ 2022 by and between JEA and its successors, and the JEA Supervisors Association, hereinafter referred to as the "Association". It is the intent and purpose of the parties hereto: to promote and improve the efficient administration of JEA and the wellbeing of employees within the meaning of collective bargaining laws and regulations; to establish a basic understanding relative to discussion and adjustment of matters of mutual interest; and to implement mutually agreed upon rates of pay, wages, hours of employment, and other terms and conditions of employment; to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between JEA, its employees, and the Association.

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

Now, therefore, the parties hereto agree as follows:

Article 1
Recognition and Unit Determination

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Part II, Florida Statutes, JEA recognizes that the Association is the exclusive representative of all employees in the Unit as defined in paragraph 1.2 of this Article, as certified by the Public Employees Relations Commission (PERC) in Certification Number 394, as amended. The Association recognizes the responsibility of representing the interests of all employees in the Unit without discrimination and without regard to Association membership with respect to matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.

1.2 The recognized Unit includes classified employees who are employed by JEA, in the specific classifications included in the Association located in Exhibit "A". Specifically excluded are, all managerial, and confidential employees within the meaning of Section 447.203 (4.5) Florida Statutes, and employees included in the Units having exclusive recognition in accordance with Chapter 447, Florida Statutes.

1.3 One copy of this Agreement shall be furnished by JEA for each employee represented by the Association and twenty-five (25) copies furnished to the Association concurrently with distribution to appointed personnel. JSA shall be responsible for distributing copies of this Agreement to their membership.

1.4 One copy of this Agreement shall be furnished by JEA to each employee who initially enters into the Association. JEA shall notify the Association, on a monthly basis, of any new employees hired / promoted into the Association, the location and what job classification they will hold.

1.5 Management will place an electronic copy of this Agreement on the JEA Intranet site along with any associated amendments, Memorandums of Agreements, or Memorandum of Understandings. Such posting of this Agreement will also serve the purpose of calling employees' attention to the fact that the Association has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

1.6 In the event that JEA's operation is sold, leased, transferred or taken by sale, transfer, lease or assignment, whether by a public or privately owned entity, JEA shall make it a condition of any such transfer that the successor shall be bound by the terms of this Agreement.

Article 2
Rights of Employer

2.1 When making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions wherein JEA has discretion, JEA shall not violate the obligations imposed by this Agreement, and Chapter 447, Florida Statutes.

2.2 a. Except as otherwise provided in this Agreement, JEA retains all the rights and functions of Management that it has by law. Without limiting the generality of the above statement, these rights include:

1. Direction and arrangement of working forces, including the right to suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons.

2. The determination of services to be rendered.

3. The locations of the business including the establishment of new units and the relocation and/or closing of old ones.

4. The determination of financial policies including accounting procedures, as well as cost of services and customer relations.

5. The determination of the Management organization of all units.

6. The right to take disciplinary action for proper cause shall be the exclusive prerogative of Management.

7. The maintenance of discipline and control and use of JEA property.

8. The right to establish quality standards and judgment of workmanship required.

9. The scheduling of operations, work hours, work week and the number of shifts.

10. The right to enforce JEA rules and regulations in effect and which it may issue from time to time.

b. It is further agreed that the above detailed enumerations of Management rights shall in no way be deemed to exclude any other Management prerogatives that may not have been specifically enumerated.

c. The Association recognizes and agrees that JEA retains sole and exclusive rights to manage the affairs of JEA in all respects and as to all matters in connection with the exercise of such rights; and specifically, that nothing in this Agreement shall be construed as delegating to another, the authority conferred by law on any member or official of JEA, or in any way abridge or reduce such authority.

2.3 For the purposes of this Agreement, an emergency is defined as any combination of circumstances which require immediate action as determined by JEA Management.

Article 3
Rights of Employees

3.1 Each employee of the Association has the right, freely and without fear of penalty, to join, and assist the Association or to refrain from such activity, and each employee shall be protected in the exercise of this right. It is the intent of this section to inform employees of their rights and to assure them that no interference, restraint, coercion, or discrimination will be permitted to encourage or discourage membership.

3.2 This Article does not authorize participation in the Management of the Association, or acting as a representative of the Association by an employee when serving in a managerial/confidential capacity either in a temporary upgrade or provisional status. Employees shall not officially represent the Association when their officially assigned duties might result in a conflict of interest during working hours.

3.3 a. Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Association as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of membership in said organization and likewise, no employee shall be discriminated against for non-membership in the Association and neither the Association nor any employee shall attempt to intimidate or coerce any employee into joining or continuing in said organization, or interfere with him/her in any way because of failure or refusal on his/her part to join said organization. Management agrees not to discriminate for or against the Association, its officers, or its members, for membership therein, or for any service that they may perform because of such membership or office provided such performance is not detrimental to the mutual interest of JEA and its employees.

b. Upon receipt of a stipulated, lawfully executed written authorization from an employee, JEA agrees to deduct the regular dues of the Association from such employee, from his/her bi-weekly pay and remit such deduction to the Association within thirty (30) calendar days from the date of deduction. A charge not to exceed the cost of $1.44 per employee per contract year shall be assessed and deducted monthly. The Association will notify Management, in writing, thirty (30) calendar days prior to any change in the regular dues structure. It is understood that an employee may revoke, in writing, at any time, his/her authorization for dues deduction. Dues revocation may be processed through the Association, but in the event of direct revocation, the Association will be notified within ten (10) work days.

3.4 Nothing in this Agreement shall be construed to prevent any public employee from presenting at any time his/her own grievances in person or by legal counsel to JEA, and having such grievances adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, when in effect and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

3.5 Employees have Weingarten Rights only during an investigatory interview (e.g. fact finding) which occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend their conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request Association representation. Management is not required to inform the employee of his/her Weingarten Rights; it is the employee's responsibility to know and request

representation before or during the meeting and/or fact-finding interview. When employee makes a request for Association representation, the employer must grant the request, and delay the questioning until the Association representative arrives; or deny the request and end the interview; or give the employee a choice of having the interview without representation.

3.6 Two-way Feedback Sessions shall not be used as a forum for fact-finding or questioning for disciplinary determination purposes.

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

Article 4
Rights of the JEA Supervisors Association

4.1 The Association shall have the right and the responsibility to present its views to JEA at the appropriate level as provided by this Agreement. If either party so requests, JEA and the Association agree to meet promptly in an effort to resolve the matter which created the concern, in accordance with Article 6 of this Agreement.

4.2 It is understood and agreed that the President or in his/her absence, his/her designated alternate will be the official spokesperson for the Association in any matters pertaining to this Agreement.

~~4~~.3 It is agreed that the Association may use designated facilities of JEA in which to hold regular and special meetings, insofar as such usage will not interfere with the operations of JEA. Requests for JEA to participate at the meeting shall be accomplished in accordance with Article 6 of the Agreement.

~~4~~.4 Any items stipulated in Article 2.1, pertaining to matters covered by this Agreement, formulated after the effective date of this Agreement, shall not be implemented, except in emergencies, prior to notification to the Association as defined in Section 4.2 and Article 7.3, by copy of such item. If the Association wishes to discuss such items, a special meeting may be requested as outlined in Article 6.1.

4.5 JSA maintains the right to request and receive public records in accordance with the provisions contained in Florida Statutes, Section 119. Records requested which are available in electronic format or are maintained by JEA in electronic format will be turned over electronically and provided via e-mail copied disk at no charge to the JSA.

Article 5
The Agreement and Its Relation to Law and Regulations

5.1 It is agreed and understood that the administration of all matters covered by this Agreement, JEA, the Association and the Association's members are governed by existing or future laws and regulations of the State of Florida and the City of Jacksonville, including provisions as set forth in Chapter 447, Florida Statutes.

5.2 The Association and its officers agree that during the life of this Agreement they shall not engage in any work stoppage, slowdown or strike, the consideration of such provision being the right to a resolution of disputed questions. JEA shall have the right to discipline any or all employees who violate the provision of this paragraph.

5.3 JEA and the Association agree that the basic intent of this Agreement is to provide conditions of employment suitable to maintain a competent, productive and efficient work force. JEA and the Association agree that all provisions of this Agreement shall be applied to all employees covered by it.

5.4 a. Any recommended classification and/or organizational changes {including reallocation of position(s)} which are initiated by JEA and which affect the bargaining unit or bargaining unit employees will be presented, in writing, to the Association when they have been drafted in final form by JEA and no less than 30 days prior to implementation. This communication will be via electronic mail and will include a list of JSA incumbents.

b. Unless extended by mutual agreement, the Association will be given fifteen (15) calendar days from the date recommended changes are submitted within which to respond to the recommended changes.

c. The Association will thereafter submit to JEA a written statement of the Association's position on the final version of the recommended changes. It is understood that should the Association fail to meet this deadline it has waived its time allowed under the Civil Service and Personnel Rules and Regulations for responding to the recommended changes.

d. Unless extended by mutual agreement, the Association's written statement must be submitted to JEA not later than thirty (30) calendar days from the date the recommended changes are transmitted to the Association.

e Deadlines for the above may be extended upon mutual agreement between the JSA and the JEA.

Article 6
Special Meetings

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

Article 7
Association Representation

7.1 a. The President of the Association or their designee shall furnish Labor Relations in writing, the names of all elected officers of the Association and any changes thereto.

b. The President of the Association or their designee shall furnish JEA in writing with the names and area(s) of assignment for all Association Representatives. A copy will be furnished to Labor Relations and the management chain of each affected business unit (for these purposes "management chain" meaning appointed managers through executive management). Representatives will not be allowed to function as such until the above written notification has been received.

7.2 Commensurate with the provisions of this Agreement, recognized Association Representatives shall be permitted to exercise their responsibility to advance the best interests of and to represent Unit employees. It is further agreed that no Association Representative shall be denied any right or privilege otherwise entitled to because of his/her serving as an Association Representative.

7.3 JEA shall recognize one (1) President and one (1) vice-president so designated by the Association. The President, or in his/her absence, the designated alternate will serve as the "official" point of contact for all Association business pertaining to this Agreement between JEA and the Association.

7.4 a. JEA recognizes up to fifteen (15) Association stewards designated by the Association.

b. Each steward whenever possible, shall be selected from and represent Association members in their respective work locations. However, exceptions may be made on a case by case basis.

c. Within thirty (30) calendar days of every election, the President of the Association or their designee shall advise Labor Relations in writing, the names of the Association stewards and the areas or locations that they will be representing. The President of the Association or their designee will also advise Labor Relations whenever changes are made to stewards or areas they represent.

d. In the event of the absence of the assigned steward, the President or Vice-President of the Association will designate, or serve as an alternate steward.

e It is understood that any reorganization in specified segments/centers/departments may require a change in the number of stewards. The association will be given advance notice in these cases in order to accomplish the change concurrently.

7.5 Association Representatives shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their jurisdiction. Representatives must notify and secure approval of their immediate manager or designee prior to their actions in this regard. If approval is by the designee, the immediate manager will be informed via email at the same time. It is acknowledged that only one (1) Representative will need to work on specific grievances from an employee. Upon entering an area other than his/her own, he/she shall notify that manager of his/her presence and purpose. Representatives will only be granted time off under this provision when they are requested by an employee to assist him/her in his/her grievance(s). Representatives may receive and discuss grievances of employees on the premises or in the field

on JEA time but only to such extent as does not neglect, retard or interfere with the work and duties of the Representatives, or with the work or duties of other employees.

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

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

7.7 a. Each employee may, by submitting written authorization to Employee Services through the Vice President, Director, or Manager, be allowed to contribute one (1) hour or more of his/her accrued Vacation/Annual/Personal Leave time toward a pool-of-time which may be drawn upon for official Association business.

b. The Association shall request use of this time by submitting a written request to the appropriate, Vice President, Director, or Manager, in advance, unless the advance notice is waived by the Vice President, Director, or Manager, and provided the employee's absence will not seriously interfere with system operations. For accounting purposes, the Association's request for pool time shall also be forwarded to Labor Relations.

c. Use of pool time by the Association shall only be authorized by the official Association spokesperson.

d. JEA agrees to match up to two-hundred and fifty (250) hours of pool time hours contributed by Association members to the Association's pool time account on an annual basis.

7.8 JEA agrees, in the interest of enhancing communications with the Association, to provide the President of the Association with a copy of the JEA Board Meeting Agenda (including any proposed resolutions regarding proposed legislation to be enacted by the City Council/State Legislature) prior to such regular meetings. The President of the Association or their designee shall be granted time off during normal working hours without loss of pay to attend JEA Board of Directors meetings. Board meetings will not be attended on overtime.

Article 8
Hours of Work and Overtime

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

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

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

1. Shift Employees

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

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

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

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

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

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

- 1st week shift (1) 44 hours Monday, Tuesday, and Wednesday 7:00am to 7:00pm, (12 hr) and Thursday from 7:00am to 3:00pm or 8:00am to 4:00pm (8 hr)

- 2nd week shift (1) 36 hours Monday, Tuesday, and Wednesday, 7:00am to 7:00pm (12 hr).

- 1st week shift (2) 36 hours Friday, Saturday, and Sunday 7:00am to 7:00pm (12 hr).

- 2nd week shift (2) 44 hours Thursday, from 7:00am to 3:00pm or 8:00am to 4:00pm (8 hr) and Friday, Saturday, and Sunday, 7:00am to 7:00pm (12 hr).

(1) At JEA's discretion, the Thursday (8hr) shift will work 9:00AM to 5:00PM.

(2) The employees will be assigned to a "44/36" or "36/44" shift schedule. The intent is to have the employees work a total of 80 hours in a two-week period and receive pay equivalent to 82 hours at the employees' straight time rate (76 hours at straight time and 4 hours at time and one-half).

(3) These shifts will rotate between the Monday through Thursday shift and the Thursday through Sunday shift, at a mutually agreed upon sequence not to exceed three month intervals. Once agreed upon, the sequence of rotation will remain the same unless the parties mutually agree (including notice to the President of the Association) to change the sequence of rotation during the period of this agreement.

(4) For these shift schedules, overtime will commence after 12 hours on the 12-hour schedule and after 8 hours on the 8-hour schedule.

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

(a) Volunteers with the senior, qualified employee being selected first.

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

(C) Certain classifications in the Customer Field & Meter Services Area ("Meter Services") may work five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday, or four (4) consecutive ten (10) hour days, Monday through Thursday or Wednesday through Saturday, between 6:00 am and midnight. Upon mutual agreement between JEA and the employee, these employees may be

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

(D) Certain classifications in the Customer Care Center (Revenue Assurance, Counter and Branches, Credit and Collections, Major Accounts, Customer Care Center) may be scheduled in either five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday or four (4) consecutive ten (10) hour days, Monday through Thursday, or Wednesday through Saturday between 7:00 am and 9:00 p.m. Upon mutual agreement between JEA and the employee, these employees may be scheduled in four (4) ten (10) hour days, Monday through Friday, with either Tuesday, Wednesday, or Thursday as their day off.

(E) Other work schedules may be implemented as mutually agreed between the employee, JSA (including notice to the President of the Association) and their appointed manager. Seniority shall be used should a conflict arise.

~~(E)~~ (F) When a scheduled twelve-hour shift includes a day that begins on a Sunday and ends on a Monday, once the employee begins accruing overtime they will remain on overtime until released from duty. This section is not intended to redefine a workweek as provided for in Article 8 Section 1 above. The overtime hours earned on Monday as provided for in this paragraph will not count toward the weekly overtime threshold of the workweek starting that Monday.

2. Non-shift Employees

(A) The normal work week for non-shift employees consists of forty (40) hours.

(B) The work week assignments for non-shift employees may be scheduled in either five (5) consecutive eight (8) hour days, Monday through Friday, or four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday. Upon mutual agreement between JEA and the employee, these employees may be scheduled in four (4) ten (10) hour days, Monday through Friday, with either Tuesday, Wednesday, or Thursday as their day off.

(C) Other work schedules may be implemented as mutually agreed between the employee, JSA and their appointed manager. Seniority shall be used should a conflict arise.

(D) **Extended Work Week Schedule**

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

(ii) No employee assigned to this Extended Work Week Schedule shall be required to work any hours in excess of twelve (12) hours in any twenty-four (24) period as part of the regular schedule work day. The twenty-four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual scheduled starting time.

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

(iv) When employees in the Electric Transmission and Distribution areas are assigned to an Extended Work Week Schedule, it shall be during their 'Standby" week, and shall include two (2) consecutive days off.

(v) Employees in the Meter Services Area assigned to an Extended Work Week Schedule shall not be scheduled on Sundays, but may be scheduled up to twenty-four (24) Saturdays.

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

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

(viii) **Assignment to Extended Work Week Schedules:**

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

3. Relief Employees

(A) A relief employee is defined as an employee who normally works a non-shift schedule, but who works a shift schedule on relief, and is defined as an employee who may work either a shift or a non-shift schedule on relief. Relief employees are treated as shift employees for the purpose of other provisions in this Agreement. Provided, however, that any shift employee who has been assigned to a non-shift schedule for a period of at least one (1) week will observe holidays in the manner provided for non-shift employees (as set forth in Article 16.2.a.) for any holiday that occurs during the period of such assignment. Relief employees are included in the following classifications:

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

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

(B) The normal work week for relief employees is scheduled in five (5) consecutive eight (8) hour days, or in four (4) consecutive ten (10) hour days. However, this may be changed as needed to any combination of eight (8), ten (10) or twelve (12) consecutive hour days, totaling at least eighty (80) hours biweekly pay for that biweekly pay period.

(C) A minimum of sixteen (16) hours' notice will normally be given for relief assignment outside an employee's normal hours of work.

(D) Changes in work schedule shall be rotated equally among relief employees as far as practicable and consistent with the efficient performance of work to be done. If the relief employee has already worked forty (40) hours during the week and the need arises for additional employees to work, the overtime list and procedure will be followed. Approved leaves will be honored to the extent reasonably practicable when changing work schedules of relief employees.

General Provisions

(A) Should JEA determine to set work schedule assignments other than as provided above, the parties agree to reopen negotiations on this Article 8.3 upon thirty (30) days written notice. Except as provided by law, any proposed changes will not be implemented until negotiations are completed in accordance with Chapter 447, Part II, Florida Statutes.

(B) Except as otherwise provided in this Agreement, twenty (20) hours' notice will be required before changing an employee's regular work schedule. If notice of a schedule change is not given as provided herein, the first eight (8) hours worked under the new schedule will be paid at one and one-half (1 1/2) times the employee's regular rate of pay. If the eight (8) hour work period extends into a time period where premium pay is normally paid, such as a holiday or after forty (40) hours in a work week, premium pay will not be duplicated. Further with regard to any holiday, the ordering of an employee to work, work overtime, or take time off on that holiday, shall not be considered a change in work schedule.

(C) All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal work day and requiring employees to report early on overtime. Management shall give as much advance notice as possible, and no such request shall be unreasonably made.

(D) Twenty (20) hours advance notice shall normally be given in the case of scheduled overtime which involves the performance of routine work on non-scheduled work days.

(E) In order to avoid overtime, Management may give up to four (4) or eight (8) hours' time off respectively to any shift employee scheduled to work either an eighty-four (84) or eighty-eight (88) hour biweekly schedule, whenever that employee is, in Management's discretion, not needed to maintain adequate operation. However, this shall not result in a reduction below eighty (80) hours biweekly pay for that biweekly period. Whenever practicable, Management will honor the employee's preference of the hours to be taken off.

(F) For purposes of this article, "Seniority" shall refer to time in a given classification, not total service time. In the case where employees have the same time in grade, promotional test scores will be used to determine seniority. However, should an arbitrator or Civil Service Board rule otherwise, JEA will abide by their ruling.

8.4 a. The Association and JEA recognize that in the interest of good service, there is a requirement for the employees covered by this Agreement to respond to emergency call-outs, when such emergencies are designated by JEA. JEA and the Association agree that Management shall determine the necessity for overtime work.

b. JEA recognizes that it may be inconvenient for individuals to work overtime and it will give due consideration to each request for relief from overtime work.

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

8.5 Premium Pay

a. Overtime hours worked shall be paid at the following rates:

1. One and one-half (1 ½) times an employee rate of pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week. For those employees assigned to the ten (10) hour day overtime shall commence after ten (10) hours daily or forty (40) hours per week. For those assigned to the twelve (12) hour day, overtime shall commence after twelve (12) hours daily or forty (40) hours per week.

2. Two (2) times an employee's regular rate of pay for hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. An employee on double-time shall remain on double time until released.

3. Compensation for overtime shall be in cash. The employee may elect to receive compensatory time, which shall be accrued at the applicable compensatory time rate of pay for each hour of overtime worked. Employees may accrue up to two hundred forty (240) hours of compensatory time[1]. However, JEA may pay off any amount of accrued compensatory time at any time, provided that any prior approved requests for compensatory time off will continue to be honored. Accrued compensatory time will also be paid off at the employee's request.

~~3.~~ Compensatory time will not be allowed for double-time pay as provided for in Article 9.8.4(3) and Article 9.9. These double-time pays will be compensated in cash.

b. Minimum pay for call out - An employee who is called to work outside of and not continuous with his/her regularly scheduled working hours shall be compensated at least four (4) hours at the applicable overtime rate provided he/she reports to work at the designated time and place. If a supervisor is responsible for immediately contacting his/her crew from his/her residence to report for duty, then the employee will receive five (5) hours at the applicable overtime rate, and overtime shall begin upon the notification for call-out. ~~No compensation shall be paid when the supervisor does not report to his/her place of duty.~~ If an employee is dispatched to more than one (1) job before the end of the basic four (4) hour period, no extra time will be allowed. Minimum time provided herein does ~~not~~ apply if an early call-out extends into the start of the employee's regular work period. However, employees will not be paid regular pay for the same hours covered by the four (4) hour minimum.

c. In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:

1. An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.

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

2. The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.

3. The employee shall be compensated at his/her regular rate of pay for the minimum amount of time of one (1) hour or for the actual time worked if more than one (1) hour. Provided, however, that the employee will be compensated at one and one half (1 ½) times his/her regular rate of pay for all hours worked in excess of the applicable threshold found in Section 8.5(a)(1) of the collective bargaining agreement.

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

d. Scheduled Overtime -

1. Minimum of two (2) hours shall apply for any scheduled overtime.

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

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

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

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

b. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.

c. If the rest period under the provisions of this Article extends into the basic workday, the employee shall lose no time thereby. If the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period or part thereof shall not be included as part of the eight (8) hour rest period.* Overtime pay for these extended hours will be paid in accordance with the applicable overtime rate.

*Example:

- If the rest period starts at 6 a.m. and the normal lunch break is from 12 noon to 1 p.m., the employee will report to work at 3 p.m.
- If the rest period starts at 5 a.m. and the normal lunch break is from 1 p.m. to 2 p.m., the employee will report to work at 2 p.m.
- If the rest period starts at 4:30 a.m. and the normal lunch break is from 12 noon to 1 p.m., the employee will report to work at 1:30 p.m.

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

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

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

8.7 43/36 Schedule

a. At the time that this contract was negotiated, some employees were assigned to work a "43/36 hour schedule." Employees assigned to this schedule alternate the number of hours that they are scheduled to work in a given week: the employee works 43 hours in one week, and 36 hours in the following week. The intent is to have the employee work a total of 79 hours over a two week period, and receive pay equivalent to 80.5 hours at the employee's straight time rate (76 hours at straight time and 3 hours at time and a half).

b. An employee who is assigned to work the 43/36 hour work schedule and who has not accrued 43 hours in the week that he/she is normally scheduled to work 43 hours, because he/she has been on leave for the entire week or the last day of the week, will be permitted either to work additional hours to make up the full eighty (80) hours for the two week period when there is work available, or to use up to 4 (four) hours of straight time of his/her accrued leave to make up the employee's full schedule.

c. The intent of this provision is to assure that employees who are assigned to the 43/36 schedule do not receive less than the equivalent of 80 hours of pay at their straight time rate of pay because they have taken leave during the week that they are scheduled to work 43 hours.

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

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

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

Article 9
General Working Conditions

9.1 Employees shall not work outdoors in severe weather except as required to protect life or property, or maintain pre-existing service to the public. The manager or their designee shall be responsible for observing this clause. Appropriate rain gear and other special equipment shall be provided for those employees who are usually required to work in wet weather. Employees shall be compensated for any lost time during regular work hours on account of severe weather. It is acknowledged that JEA has the right to assign employees to duties not necessarily in their job classification during severe weather.

9.2 a. All employees covered by the Agreement shall keep JEA Human Resources and their manager informed in writing at all times of their home and/or living quarters address and a telephone number by which their designated emergency contact person and/or their next of kin may be reached in the event of a medical emergency. JEA shall be entitled to rely on the last address and telephone number furnished to it by an employee and JEA shall have no responsibility to the employee or his/her next of kin for the failure to receive any kind of notice. This information shall be regarded as personal and confidential and shall be used only for official JEA business within the provision of State Statutes.

b. All employees shall furnish a telephone number by which they may be reached immediately in the event of a system emergency.

c. With their Director's prior approval, employees currently authorized and issued company-provided cell phones to perform JEA business may instead elect to use his/her personal cell / smart phone for such purposes. Employees who are approved for use of personal cell / smart phones will receive a $50.00/month stipend. As it is a personal item, the Employee will remain solely responsible for data plan, repair/replacement and all other expenses related to their personal cell/ smart phone. This provision will take effect at the beginning of the calendar month first following ratification by the JEA Board of Directors.

9.3 JEA, for proper cause, has the right to require any employee to undergo a medical and/or psychiatric examination by a JEA assigned appropriate medical doctor or psychologist, at any time, to ascertain whether or not an employee is physically and/or mentally capable of performing the duties required of his/her classification. This examination will be conducted on JEA's time and at JEA's expense. JEA and its fitness-for-duty medical providers shall follow medical record and information confidentiality rules as provided for by HIPPA, and other regulations.

9.4 It is mutually acknowledged that an employee's primary responsibility in respect to gainful employment should be to JEA. No employee shall knowingly engage in conduct not in compliance with JEA and City of Jacksonville "secondary employment" and ethical requirements.

9.5 a. JEA shall provide ~~one~~ two pairs of prescription safety eyeglasses ~~and one pair of prescription safety sunglasses~~ to employees whose job duties require their use. JEA shall pay the fees for fitting such prescription safety eyeglasses and prescription safety sunglasses. Prescription safety eyeglasses and prescription safety sunglasses provided pursuant to this paragraph shall not be replaced more frequently than once each two (2) years, unless written authorization is provided by the employee's Manager and a new prescription for safety eyeglasses is included with the approved request.

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

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

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

e. Safety Shoes

1. JEA will provide one pair of safety shoes per fiscal year (October 1 to September 30) to each employee whose job duties require their use. The standard safety footwear voucher will be worth at least $150 (one-hundred and fifty dollars). The pole climbing safety footwear voucher will be worth at least $200 (two hundred dollars).

2. Employees who are newly hired or who transfer for the first time into a job which requires safety shoes will be provided two pair safety shoes in their first year in the applicable job and one pair each year thereafter.

3. Management may issue additional pairs of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purpose of this subsection, management has the sole discretion to determine whether to issue an additional pair of safety shoes, whether a pair of safety shoes is worn out, and whether the wear is the result of regular use. Provided however, should a disagreement arise on this matter, the Manager, Safety and Health or their designee shall render a binding decision.

4. Those employees, whose regular job duties only require occasional need for safety shoes, as determined by JEA, will be provided one pair of safety shoes every other year. Those employees will be required to wear safety shoes when assigned duties requiring their use.

5. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes while on duty as required.

f. ~~f.~~ JEA may, at its sole discretion, replace or repair personal items destroyed as a result of ~~work related~~work-related activities through no fault of the employee. In no event will the cost of such replacement or repair exceed ~~three~~ five hundred dollars (~~$300~~$500). This provision shall not be subject to grievance or arbitration.

g. Each Vice President or Director may, within each of his/her departments, sections, areas or teams formulate a set of rules governing apparel standards or uniforms to be worn while on

duty. The department, sections, areas, or teams shall consider input and comments from the Association when formulating or amending these rules.

9.6 During the term of this Agreement, JEA agrees to supply to the Association, upon request, and as mutually agreed, the following information pertaining to the members of the bargaining unit: employee's name, current classification, date of employment, date appointed to current classification, and date of last salary increase excluding service raise. Information furnished shall be subject to clerical corrections.

9.7 An employee will be reimbursed at the rate stipulated in the Internal Revenue Service Regulations when requested or required to use his/her privately owned vehicle on official business for all miles actually driven but for no more than the usual travel route between assigned destinations. However, no reimbursement will be paid for mileage to a work location when the employee is notified before reporting to his/her usual work location to report to a different work location.

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

9.8 LIMITED OR SYSTEM EMERGENCIES

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

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

3. **Non-Essential Employees**

These employees are subject to the following:

(1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.

(2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

(3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

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

(5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular "Blue Skies" job functions will remain in a non-essential status.

4. **Essential Employees**

These employees will be subject to the following:

(1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.

(2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.

(3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments"

(4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

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

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

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

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

9.9 MUTUAL AID

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

Article 10
Leave Usage

10.1 LEAVE USAGE (GENERIC)

a. Employees, when eligible and authorized, may use their Compensatory Time, Annual, Vacation, or Personal Leave upon written application to their appointed manager/designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted at the option of the Vice President, Director, or Manager/designee.

b. It shall be the mutual obligation of JEA and the Association to cooperate with each other in the proper application of Compensatory Time, Annual, Vacation, or Personal Leave benefits.

c. Compensatory Time, Annual, Vacation, or Personal Leave will be charged against an employee's regular workday, and shall not be charged for absences on a prearranged overtime workday, unscheduled call-in overtime days, or holidays.

d. Compensatory Time, Annual or Personal Leave may be taken for emergency, illness, or injury of the employee or next of kin. For these purposes "next of kin" shall be the same relations defined as "immediate family" in Article 10.4(a).

1. Employees are required to notify the appropriate designated individual of the employee's intent to use Compensatory Time, Annual or Personal Leave for emergency, illness, or injury in the following manner:

(i) Non-shift employees must provide notification to the appropriate designated individual as early as possible and no later than ~~the~~ 30 minutes prior to the start of the employee's normal workday. An employee who has a starting time earlier than the designated individual he/she is to notify, shall notify that individual as soon as possible after the normal starting time for that designated individual.

(ii) a. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.

b. Shift employees shall notify the appropriate supervisor at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

2. Employees who fail to notify the appropriate designated individual as required by Section 10.1.d.1. may not be allowed to charge their absence to Annual or Personal Leave unless waived by the Vice President, Director, or Manager/designee.

3. Absences for illness under Compensatory Time, Annual or Personal Leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of Annual or Personal Leave for illness.)

4. Employees failing to comply with the provisions of Section 10.1 will be subject to disciplinary action.

e. 1. The minimum amount of Compensatory Time, Annual, Vacation, Sick, or Personal Leave to be taken and charged shall be one-tenth (.10) hour increments.

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

f. If a legal holiday falls within a scheduled Compensatory Time, Annual, Vacation, or Personal, Leave period, Compensatory Time, Annual, Vacation, or Personal Leave shall not be charged for that day. When scheduled overtime hours, for rotating shift workers fall within a scheduled Compensatory Time, Annual, Vacation, or Personal Leave period, Compensatory Time, Annual, Vacation or Personal Leave shall not be charged nor overtime paid for those hours.

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

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

i. 1. An eligible employee who is out from work because of an on-the-job injury may use Annual Leave, Sick Leave, Personal Leave or Compensatory Time to remain on the payroll, under the conditions established in this section.

2. In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:

i. The employee is away from work due to an on-the-job injury;

ii. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;

iii. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.

3. When employees are eligible to use accrued leave for this purpose, the amount of Annual Leave, Vacation/Sick Leave, or Personal Leave or Compensatory Time so charged shall be the minimum amount in one-tenth (.10) of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.

4. If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

10.2 ANNUAL AND RETIREMENT LEAVE USAGE

a. In order to ~~insure~~ensure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) work days Annual Leave per contract year. Employees are encouraged to retain eighty (80) hours in their Annual Leave account in case of serious personal illness.

b. Accrued Annual Leave may be taken at any time when authorized. Scheduling will be accomplished on a seniority basis in classification for the first request of three (3) consecutive work days or more provided that the request is submitted prior to March 31. In scheduling Annual Leave, employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system. Requests for leave of less than three (3) consecutive work days must be submitted at least twenty-four (24) hours in advance unless the leave is for illness or emergency.

c. If an employee has exhausted all of the accrued, unused Annual Leave, and then said employee suffers an illness which requires time off, then said employee shall be allowed to use the credited Retirement Leave for the purpose of illness only.

d. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more for such illness, then such leave, may at the employee's option be deducted from the Retirement Leave account of such employee.

10.3 VACATION LEAVE USAGE

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

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

10.4. SICK LEAVE USAGE

a. Sick Leave may be taken for illness or injury of the employee or his/her immediate family. For the purpose of this section, "immediate family" shall be defined as spouse, children, stepchildren, parents, stepparents, and other relatives who permanently reside with the employee. Special consideration may also be given to any other person whose association with the employee is similar to any of the above relationships.

1. Employees are required to notify the appropriate designated individual of the employee's intent to use Sick Leave, in the following manner:

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

(ii) (a) Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.

(b) Shift employees shall notify the appropriate supervisor at least four (4) hours in advance of the employee's intent to return to work following an illness or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

2. Employees who fail to notify the appropriate designated individual as required by Section 10.4 a.1. shall not be allowed to charge their absence to Sick Leave unless waived by the Vice President, Director, or Manager/designee.

3. Absences for illness or injury may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness or injury after each absence. It is intended to correct suspected abuse of Sick Leave.)

4. Employees who fail to comply with the provisions of Section 10.4 will be subject to disciplinary action.

b. If an employee or member of his/her immediate family is under a doctor's care for a continuing illness or injury and the employee has used all accrued Sick Leave, the employee may, upon request, be placed on Vacation Leave status and allowed to use any accrued leave in accordance with this Agreement.

10.5 PERSONAL LEAVE USAGE

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

Article 11
Annual Leave (PLAN E)

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

a. Employees hired on or after October 1, 1968 and before October 1, 1989;

b. Employees hired prior to October 1, 1968, but chose to remain subject to former Sick Leave and Terminal Leave policies in April, 1969;

c. Employees hired prior to October 1, 1968, who chose on or before September 30, 1978, to become subject to this provision;

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

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

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

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

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

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

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

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

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

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

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

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

b. An employee on Retirement Leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pensions, contributions, and insurance deductions.

c. Upon placement on Retirement Leave, such status shall be irrevocable.

d. While on Retirement Leave, an employee shall not accrue Annual Leave, but shall be eligible for legal holidays and any general salary increases, but not performance/step increases.

e. At the employee's option, Retirement Leave may either be taken, or paid for in one lump sum on an hour-for-hour basis, within thirty (30) calendar days of retirement date.

f. If an employee terminates prior to retirement as defined in the Annual Leave Ordinance (116-Part 6), said employee shall be paid for any Retirement Leave credited, on the basis of one (1) hour's pay for one (1) hour in said account.

11.6

a. Upon termination, which includes resignation or discharge not for cause, the employee shall be paid for all unused Annual Leave accrued, and for Retirement Leave, the latter on the basis of one (1) hour's pay for one (1) hour in said account.

b. Employees who are discharged for stealing, sabotage, or illegal possession or use of drugs shall forfeit their unused Annual Leave earned during the contract year.

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

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

b. Such leave may be taken following fulfillment of time service requirements.

11.8 a. After an employee has been on a leave of absence or light duty due to a disabling injury on-the-job for a period of six (6) months, upon being certified physically and mentally fit, the employee shall be returned to the same job if:

1. the employee is capable of doing the job satisfactorily;

2. the employee would have retained the job had the employee not been injured; and

3. such work still exists.

c. If an employee who has been on a leave of absence or light duty due to a disabling injury on-the-job for six months is not certified physically and mentally fit for full duty, JEA shall place the employee in a comparable job for which he/she is qualified. JEA shall offer the employee the best available job for which the employee is qualified - if necessary, appointing the employee to a lower classification.

Article 12
~~Recapitalization Event~~

~~For purposes of this Article, if a "Recapitalization Event" occurs, it is defined as:~~

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

~~In the event of a Recapitalization Event, the terms of this Article will apply; conflicting provisions of this Agreement, (if any) will be superseded by the terms of this Article.~~

~~12.1 PENSION~~

~~The parties understand and agree that Ordinance 2019-566 is currently being considered for enactment by COJ City Council. In the event of a Recapitalization Event, the parties agree that the retirement benefits and applicable timeframes shall be as described in the enacted ordinance, which is incorporated by reference as though fully set forth herein. It is recognized and agreed that the ordinance does not diminish any pension rights guaranteed under existing applicable law. Further, it is understood and agreed that in the event a Recapitalization Event occurs and there are conflicting provisions between the enacted ordinance and Article 17.4, the conflicting provisions of Article 17.4 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.~~

~~I. SUMMARY OF RECAPITALIZATION PENSION CHANGES~~

~~A. Employees Hired On or After October 1, 2017~~

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

~~B. Employees Hired Before October 1, 2017~~

~~In summary, upon a Recapitalization Event, employees shall be provided additional service credits for base pension benefit accrual purposes, to reach the earliest normal retirement date (*i.e.*, 5 years of service/age 65; 20 years of service/age 55; 30 years of service/under 55) that they would have reached had they~~

~~continuously worked for JEA. Employees will be eligible to receive retirement benefits upon reaching the actual chronological age required by the earliest normal retirement date.~~

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

~~E. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the JSA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then JSA shall receive the difference received by the other participating bargaining unit(s).~~

~~12.2 EMPLOYEE PROTECTION AND RETENTION PROGRAM AGREEMENT~~

~~Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into a Employee Protection and Retention Program Agreement ("Retention Agreement"), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).~~

~~The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.~~

~~JEA shall contractually require its successor to provide such guarantees to each eligible employee covered by this Agreement who was employed as of the Closing Date of a Recapitalization Event.~~

~~For purposes of this Agreement, and under the terms set forth in Exhibit E, JEA, as a condition of any Recapitalization Event, shall contractually require its successor to provide each employee covered by Exhibit E with the benefits set forth therein. Nothing in this section limits benefits otherwise available to employees hired after July 23, 2019.~~

~~In the event of a Recapitalization Event, and if there is a conflict between this section and Exhibit E, the terms of Exhibit E will control.~~

~~Upon the Union's request, JEA shall provide the Union with written notice of the documents that provide this contractual obligation to JEA's successor.~~

~~12.3 DISABILITY COVERAGE~~

~~In the event of a Recapitalization Event, to bridge employees to the five (5) year minimum eligibility waiting period for Social Security Disability, employees will be provided a comparable disability insurance benefit up to five (5) years at no cost to the employee. Employees will be responsible for all applicable taxes related to disability benefit payments.~~

Article 13
Personal Leave (PLAN H)

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

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

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

b. Personal Leave will accrue bi-weekly to the credit of the employee, and shall be credited on the last day of the pay period. In order to receive full credit, the employee must work a full schedule or be on approved leave with pay. The accrual will be reduced pro rata for hours on leave without pay.

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

d. Personal Leave shall be earned during the first year of employment.

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

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

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

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

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

13.4 [OPEN]

13.5 Upon retirement (including vesting under the pension law) of an employee, said employee shall be paid for all unused Personal Leave accrued on a hour for hour basis.

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

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

13.7 a. After an employee has been on a leave of absence or light duty due to a disabling injury on-the-job for a period of six (6) months, upon being certified physically and mentally fit, the employee shall be returned to the same job if:

1. The employee is capable of doing the job satisfactorily;

2. The employee would have retained the job had the employee not been injured; and

3. Such work still exists.

b. If an employee who has been on a leave of absence or light duty due to a disabling injury on-the-job for six (6) months is not certified physically and mentally fit for full duty, JEA shall place the employee in a comparable job for which the employee is qualified, if necessary, appointing the employee to a lower classification.

Article 14
Military Leave

14.1 TRAINING

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

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

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

14.2 MILITARY DUTY

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

Article 15
Leave of Absence

15.1 LEAVE WITH OR WITHOUT PAY

a. An employee may request a leave of absence, of specified duration, with or without pay, which must be recommended by their Director level manager and approved by their executive manager (VP/SLT level or equivalent). An approved leave of absence with pay must be for a purpose which shall serve the best interests of the system and not just the employee. A position must be available to an employee upon return from a leave of absence with pay.

b. If an employee is granted a leave of absence without pay, a position may or may not be available, at the discretion of the executive manager (VP/SLT level or equivalent) or their subordinate appointed management, to the employee upon his/her return to service. The decision to make or not make a position available will be made prior to granting the leave of absence and the employee will be notified of the decision. If a position is not made available, the employee's sole right is to be placed on the reemployment list in accordance with the Civil Service and Personnel Rules and Regulations.

c. If an employee is granted leave of absence without pay the position is held for the employee upon his/her return to service, JEA will continue to pay the life insurance and medical insurance normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and the employee's portion of the dependent medical insurance premium.

d. If an employee is granted a leave of absence without pay and the position is not held, the employee shall be required to pay the total cost of any insurance coverage the employee desires to continue in effect during such leave.

e. All leave requested under this Section which meets the criteria for leave under the Family and Medical Leave Act (FMLA) shall be documented as FMLA leave and shall be provided in accordance with the terms and conditions of the FMLA. Use of FMLA leave does not preclude additional leave, which may be granted pursuant to this Section.

15.2 BEREAVEMENT LEAVE

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

15.3 FUNERAL LEAVE

Employees may be granted up to four (4) hours without loss of pay as Funeral Leave to attend the funeral of an active co-worker, unless such employee is required to maintain system integrity.

15.4 JURY DUTY

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

15.5 WITNESS DUTY

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

Intent

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

15.6 VOTING

During elections employees whose working hours do not permit a two (2) hour period to vote, may be granted sufficient time, without loss of pay, not to exceed two (2) hours, at the direction of his/her supervisor, for the purpose of voting, providing the employee is registered and eligible to vote.

15.7 LEAVE DONATIONS AND FORFEITURES

Employees may donate annual leave, vacation leave, personal leave, and retirement leave (but not sick leave or compensatory leave) to regular and temporary, full-time JEA employees who have exhausted their own leave and are critically ill, critically injured, or require an extended leave of absence for medical reasons including the need to attend to a family member who resides in the home of the employee. ~~It is mutually acknowledged that JEA maintains a program through which JEA employees can donate Annual Leave to eligible coworkers in need (such as those out on approved medical leave but who have exhausted their individual Annual Leave).~~

15.8 PARENTAL LEAVE

JEA and the Association recognize the importance of our employees' families and the value of time during the birth or adoption of a child. In this spirit, the JEA will offer a parental leave plan consisting of paid time off following the birth or adoption of a child. JEA has established a policy

and procedure applicable to bargaining unit members to be effective January 1, 2020 defining the Parental Leave Plan.

Article 16
Holidays

16.1 Each employee covered by the Agreement shall be entitled to ~~twelve (12)~~thirteen (13) holidays with pay each year as follows:

New Year's Day ..... January 1
Martin Luther King, Jr.'s Birthday ..... 3rd Monday in January
President's Day ..... 3rd Monday in February
Memorial Day ..... Last Monday in May
Juneteenth ..... June 19
Independence Day ..... July 4
Labor Day ..... 1st Monday in September
Veteran's Day ..... As designated
Thanksgiving Day ..... As designated
Friday After Thanksgiving ..... As designated
Christmas Eve ..... December 24
Christmas Day ..... December 25
Personal Leave Day ..... As mutually agreed upon

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

16.2 a. For non-shift workers, when a holiday falls on Saturday, the Friday prior thereto shall be considered the holiday, and when a holiday falls on Sunday, the Monday following shall be considered the holiday. ~~-~~When Christmas Eve falls on Sunday, the following Tuesday shall be observed as the Christmas Eve holiday and when Christmas Day falls on Saturday, the following Monday shall be observed as the Christmas Day holiday.~~If either Christmas Eve or Christmas Day falls on a Saturday or Sunday, the provisions of the City of Jacksonville Ordinance Code shall apply~~. For those workers on a four (4), ten (10) hour day workweek, when a holiday falls on a normal day off, the workday closest to the holiday shall be considered the holiday. When a holiday falls on a normal day off that is midway between workdays, the next scheduled workday will be the holiday. When a holiday falls on a Saturday or Sunday for a non-shift employee, which is considered their regular scheduled ~~work day~~workday, the holiday will be observed on that day.

b. Rotating shift workers will observe all holidays on the date they occur as listed in 16.1.

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

d. 1. When an employee is required to work on a day observed as his/her holiday, he/she shall be compensated eight (8), ten (10), or twelve (12) hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and one-half (1 1/2) times his/her straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours, and two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours until released.

2. Whenever a non-shift worker is required to work on Christmas Day, but is not required to work the day normally observed as the holiday, the employee shall continue to earn holiday pay of eight (8), ten (10), or twelve (12) hours on the day normally observed as the holiday, but shall earn two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on Christmas Day.

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

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

Article 17
Insurance and Benefits

17.1 LIFE INSURANCE

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

17.2 MEDICAL INSURANCE

a. JEA agrees to continue to provide employees with a medical insurance program under the JEA Group Plan at no cost to the employee. Coverage for the employee's dependents shall be an integral part of the Group Plan. JEA agrees to pay ~~fifty percent (50%)~~sixty percent (60%) of the cost of the employee's dependent coverage.

b. JEA will provide the Association with notice of any changes in the Group Plan or in the premiums for dependent coverage there under as soon in advance of the effective date as is reasonably possible.

c. JEA shall conduct a quarterly Benefits Meeting, with the JEA Benefits Consultant, HR leadership and designated members of the Benefits Insurance Committee. JSA may designate up to two representatives to attend this meeting to get an update on the Plan performance and provide input regarding the Group Health Plans and other related health and welfare benefits.~~The JSA will be encouraged to provide input to the JEA Insurance Committee, review proposed changes, and when applicable make recommended changes to the JEA group health insurance plan(s).~~

17.3 ACCIDENTAL DEATH BENEFITS

a. JEA shall provide accidental death benefits at no expense to the employee, in the amount of $100,000 for all employees, payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an injury arising out of and in the course of his/her employment with JEA. This payment shall be made within fourteen (14) calendar days after occurrence.

b. In addition to the death benefit above, dependents of employees who are killed in the course of employment will be entitled to the death benefits provided pursuant to the Workers' Compensation Law.

17.4 RETIREMENT BENEFITS

a. [Note: For purposes of aiding understanding of the provisions that follow, pursuant to 2016-2019 contract negotiations the parties negotiated retirement benefit changes in the

context of proposed reforms to the City of Jacksonville GEPP (General Employees Pension Plan).] JSA agrees to the proposed closure (to new employees) of the GEPP, with new hires after the effective date being enrolled in a "DC plan" (defined contribution plan).

b. Participants in that DC plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.

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

d. No benefits under the "DC Plan" shall decrease for all active, full time, enrolled unit employees.

e. JEA agrees to contribute to the employee's pension program to the extent required by applicable laws pertaining to the employee's contributory pension program.

f. No benefits under the General Employee Pension Plan ("GEPP"), the City's Defined Benefit retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of JSA's ratification of this CBA.

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

17.5 TERMINAL BENEFITS

a. Upon the death of an employee, payment for all accrued overtime, Annual/Vacation/Retirement/Personal Leave, Sick Leave, Compensatory Time and other Terminal Leave benefits to which such employee would have been entitled to receive shall be made as follows:

1. The benefits will be paid as set forth in the employee's will;

2. If the employee has not provided for distribution of the benefits in his/her will then the benefits will be paid to the employee's surviving spouse;

3. In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares, payable as follows:

i To each of the employee's children over the age of 18 who are known to JEA.

ii To the legal guardian or representative of each of the employee's children under the age of 18 known to JEA.

4. If the employee has no children known to JEA then the benefits will be paid to the surviving parent(s) of the employee in equal shares;

5. If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.

b. Upon the death of an employee on-the-job, JEA will make an immediate payment of two (2) month's salary in addition to all the other Terminal Leave benefits in the sequence indicated in Section 17.5a above. For purposes of this section, two (2) month's salary shall be calculated by 1/12 times 2080 times 2 times the employee's hourly rate of pay at the time of death. (1/12 x 2080 x 2 x hourly rate).

17.6 a. JEA agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employee benefit plans. These group plans shall be administered by an Agent of Record so designated by the Association. It is understood and agreed that JEA may assess a charge not to exceed six (6) cents per deduction per payroll. Further, it is agreed that JEA assumes no responsibility or liability to or for the Association's Agent of Record. Solicitation for these plans shall be made at a time mutually agreed to by JEA and the Association, so as to prevent loss of productive work time.

b. All such payroll deductions shall comply with the provisions delineated in JEA payroll procedure ES A0201 PR Deductions.

17.7 JEA will provide employees the option to use accrued Annual, Vacation, Compensatory Time, Personal, and Retirement Leave time credits to fund their Deferred Compensation Program. Employees will not be permitted to use Sick Leave or Critical Emergency Leave Bank account time credits to exercise this option.

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

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

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

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

Article 18
On The Job Injury

18.1 a. When an employee sustains an on-the-job injury, the JEA Investigation Team, which shall include a representative of the Association, will conduct an immediate investigation. JEA will advise a representative of the Association whenever a JEA Investigation Team is formed to investigate an on-the-job injury or near-miss incident involving a member of the Association.

b. If the results of the investigation reveal that the employee complied with all JEA provisions, governing rules and the injury was not a result of negligence, carelessness and could not have been avoided, JEA may compensate the employee with ~~seventy-five~~one-hundred ~~(75)~~(100) percent of the difference between his/her regular straight time wages and the amount provided by Workers' Compensation Laws for a period of thirty (30) working days once the employee begins receiving Workers' Compensation payments. Compensation after thirty (30) working days will be contingent upon a qualified physician's diagnosis bi-weekly.

c. When an employee is off the payroll (not receiving JEA compensation) due to an on-the-job injury, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amounts equal to the employee's pension contribution prior to the on-the-job injury.

d. If an employee, who is temporarily, totally disabled due to an on-the-job injury, receives partial wage payments from JEA, JEA will continue to pay the premiums noted in Paragraph 18.1c. above. The optional life insurance premium and the employee's portion of the dependent medical insurance premium and pension contribution will be deducted from his/her partial wage payments.

18.2 Any provisional or probationary employee who is temporarily, totally disabled from the results of an injury received in the course of employment with JEA shall receive the benefits to which he/she is entitled under the Workers' Compensation Law of the State of Florida and in accordance with Article 18.1.

18.3 Nothing contained in this Article shall be construed to impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation laws govern the rights and benefits of the employees covered by the Agreement for on-the-job injuries.

18.4 An employee, due to an on-the-job injury is temporarily, totally disabled (a condition resulting from an occupational illness or injury that prevents them from engaging in any employment and the individual is under the regular care of a physician) will, upon recommendation by the employee's Manager and approval by the employee's Director be placed on paid administrative leave for up to forty (40) hours during the first seven (7) calendar days the employee is unable to return to duty as a result of a qualified physician's determination. A worker's compensation offset

will be taken as a result of any paid administrative leave so as to prevent any overpayment of wages for which the employee would have normally received.

Article 19
Supplemental Pay

19.1 LONGEVITY PAY

All full time employees of JEA, now or hereafter employed in the classifications listed in Exhibit "A" attached hereto, shall receive for each five (5) years of continuous service with JEA, computed from their respective dates of initial employment, an increase in salary of ~~$300~~$325 per year for every five (5) year period of continuous service through year fifteen (15). Thereafter, an increase in salary of $500 per year for every five (5) year period of continual service. This increase shall be in addition to any general or special raises, which may be granted from time to time.

19.2 STANDBY COMPENSATION

a. Any employee who is required by JEA to be on standby duty will receive Standby Compensation as provided in Section 19.2c.

b. For purpose of this Article, an employee is on standby if the employee has been directed to carry a JEA furnished electronic paging device or leave a telephone number so that the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

c. The formula for the standard rate of Standby Compensation shall be the equivalent of one and one-half (1.5) times the employee's current base hourly rate of pay for each day the employee is on standby.

d. Any employee who fails to comply with the provisions of Section 19.2 shall not be entitled to Standby Compensation for that day, and shall be subject to discipline.

e. Employees may, with the approval of Management arrange substitution of standby duty among themselves; provided the substitute is, in Management's judgment, at least as well qualified as the employee scheduled by Management.

19.3 SCHEDULE PREMIUM

a. A two dollars and fifty cents ($2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 18:00 and prior to 06:00 for work days other than Saturday and Sunday.

b. A two dollars and fifty cents ($2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 Saturday and prior to 24:00 on Saturday and/or after 00:00 on Sunday and prior to 24:00 on Sunday.

c. This provision shall not apply to call-out, overtime, or premium pay of any type.

~~c.~~d. Shift premium will be paid for an entire shift if 60% or more of the shift is covered by shift premium. However, shift premium will not be paid for hours not actually worked or when paid leaves (as outlined in Article 8 Section 2) are utilized.

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

19.5 MEAL ~~ALLOWANCES~~ BREAKS

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

a. When an employee is called out and required to report to work two (2) hours or more before his/her scheduled starting time for that day and continues work into his/her regular shift, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and additional meals at five (5) hour intervals.

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

c. If an employee is called out to work unscheduled overtime for a period of more than four (4) consecutive hours and he/she is released prior to the starting time of his/her next regular work day, he/she will qualify for a meal break four (4) hours from the time he/she commenced work and at five (5) hour intervals thereafter, if he/she continues to work.

19.6 SUPERVISORY DIFFERENTIAL

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

b. b. In the event there is no step contained within the supervisor's pay grade to provide the 5% supervisory differential, JEA shall add as many steps as necessary to provide the 5% differential and shall advance the supervisor to the lowest step that provides the 5% increase.

~~b.~~ c. Any step added to the pay grade under this Article 19.6 shall be no less than 5% more than the highest step in the pay grade.~~[OPEN]~~

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

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

19.9 INSTRUCTOR COMPENSATION SUPPLEMENT

a. JEA Management has the right to establish an Instructor Compensation Supplement provision for employees who meet the minimum requirements as noted in Sections 19.9b.1 & 2 below. The minimum requirements as noted in Sections 19.9b. 1 & 2 below, and the classifications to which it will apply, are at the sole discretion of JEA.

b. To qualify for the Instructor Compensation Supplement, the employee shall meet the following minimum requirements:

   1. Assigned training duties and responsibilities for at least ~~eight (8)~~two (2) consecutive hours.
   2. Assigned training duties and responsibilities that may include classroom or field instruction.

c. The Instructor Compensation Supplement shall be five per cent (5%) of the employee's base salary and shall be added to his/her base salary.

d. The employee will receive the Instructor Compensation Supplement for the period of time he/she is assigned training duties and responsibilities, provided he/she meets the minimum requirements as noted in Sections 19.9b. 1 & 2 above.

e. The Instructor Compensation Supplement shall be paid to the employee on the pay day at the end of the first full pay period after he/she meets the minimum requirements as noted in Sections 19.9b. 1 & 2 above and shall be retroactive to the beginning of the time period during which the employee satisfied the minimum requirements.

Article 20
Administration of Pay Plan

20.1 a. The hourly and annual rates of pay for employees covered by this Pay Plan are shown in Exhibit "A". This pay plan is composed of pay performance levels (steps).

b. General Increase

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

All employees in the Unit shall receive a general increase as follows providing the Union ratifies before September 20, 2022:

FY 22/23: Nine percent (9%); effective October 1, 2022.

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

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

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

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

In addition to the General Increases provided above, all employees in the unit shall receive a one-time lump sum payment equal to two and three percent (3%) calculated using the

employee's regular annualized salary as of 9/30/22 and will be paid as soon as administratively feasible at the beginning of the FY 2023, providing the Union ratifies before September 20, 2022.

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

~~1. Three and one-half percent (3.5%); effective the earliest of: a) October 1, 2019 if the JSA ratifies on or before September 20, 2019; or b) the payroll period commencing immediately after final ratification);~~

~~2. Three and one-half percent (3.5%); effective October 1, 2020;~~

~~3. Three and one-half percent (3.5%); effective October 1, 2021;~~

~~c. Should any other JEA bargaining unit (excepting PEA) negotiate a higher percentage General Increase for any of the fiscal years 2020; 2021 or 2022, the higher fiscal year (or years') percentage will be matched for employees covered by this Agreement.~~

~~d. If a Recapitalization Event (Article 12) occurs during the life of this agreement, any of the remaining general wage increases scheduled for October 1, 2020 and October 1, 2021 shall be applied to each employee's existing hourly rate of pay effective on the Closing Date. For example, in the event of a Recapitalization Event and the closing date is in July 2020, each employee shall receive a seven percent (7%) increase to their base pay on or immediately before the Closing Date. For further example, in the event of a Recapitalization Event and the Closing Date is in July 2021, each employee shall receive a three and one-half percent (3.5%) increase to their base pay on or immediately before the Closing Date. In the event of a Recapitalization Event, and the Closing Date is after October 1, 2021, no additional general wage increase will be due under this provision.~~

~~e. Performance Review increases shall be granted during the length of this contract. The parties shall meet at reasonable times to discuss the mechanics and details of moving the JEA's employee performance evaluation cycle from the employee's anniversary year to a time frame proximate to the end of JEA's fiscal year (September 30) with the goal of adopting a Memorandum of Understanding in time to effect this change by September 30, 2020.~~

20.2 Original appointments into entry level positions shall be made at the first step unless approved by the Vice President or Director.

20.3 Should an employee return to duty in the same classification after a separation of service of not more than six (6) months, which separation was not due to discreditable circumstances, such employee shall be placed in the same step of the salary range of the classification which he/she occupied prior to leaving JEA, upon approval of the Vice President or Director.

20.4 [OPEN]

20.5 Whenever an employee is demoted to a position for which he/she is qualified, he/she shall receive the salary performance level in the lower range, which provides the smallest decrease in pay if the action is not for cause. The release of an employee from his/her present position to his/her former position during the probationary period is not considered as a demotion.

20.6 a. When an employee covered by this Agreement, is promoted to another class covered by this Agreement, he/she shall be granted an increase in base pay to the step in the new class that will provide an approximate five (5) percent increase.

b. When an employee from another bargaining unit is promoted into a class covered by this Agreement, he/she shall be placed in the first step of the class to which promoted that will provide an approximate five (5) percent increase.

c. Any incumbents in this particular class receiving a lower rate shall have their rates increased to the rate established for the entrance rate of the new employee. The succeeding step increase anniversary date shall commence on the date of the invocation of the incumbency increase.

d. Approximate is defined as at least four and nine-tenths percent (4.9%).

e. When an employee from another bargaining unit is promoted into a classification covered by this Agreement, he/she shall not suffer any loss of pay or accrued leave through this promotion.

20.7 a. Whenever an employee is recommended for and is assigned to duty in a position not previously held by him/her by reclassification, and such change is not in the nature of a promotion or demotion, he/she will receive the entrance salary performance level in the range established for such position, or such other level within the applicable range, as approved by the Vice President or Director and as he/she may be entitled by reason of crediting his/her new position with such prior service that is found to meet the following conditions: the character and nature of the duties of the position; and/or the service in the former position provided experience valuable to the performance of the new position.

b. In the event of a reallocation of a position to a class which is at a higher salary level, the employee shall normally be paid at the same level in his/her salary range or if no level of the new range is the same, at the lowest level of the new range which is above his/her former level. In the event of a reclassification of a position to a class which is at a lower salary range, the employee concerned shall normally be paid at the same level in the new range or if no level is the same, at the highest level in the new range below the former level. Reclassification to another class at the same salary range shall not affect the salary being received by the employee concerned.

20.8 a. A performance evaluation will be conducted on each employee once every twelve (12) months.

b. Employees who receive a meets standard or exceeds standard overall performance evaluation rating will be eligible for a step increase, twelve (12) months from the date of their last step increase, demotion, reversion or promotion date.

c. Employees who receive a below standard overall performance rating will not be eligible for a step increase. Within seven (7) working days after the performance evaluation is completed, the employee will be provided with the written documentation substantiating the below standard job performance and denial of a step increase. This documentation will be included in the employee's personnel file.

d. Employees who receive a below standard performance evaluation rating shall have follow-up performance evaluations conducted no sooner than three (3) months, but no later than six (6) months after the denial of a step increase. An employee who receives a below standard performance evaluation will be eligible for a step increase when they have improved their job performance to a meets standard performance level for twelve (12) consecutive months as documented by these interim performance evaluations.

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

f. No employee may receive more than two (2) additional step increases for merit in the twelve (12) month period referred to in 20.8a.

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

h. A step increase for merit will not impact the regular step increase advancement. A step increase for the "Supervisory Differential" (Article 19.6) will reset the step advancement such that potential eligibility for the next step increase will be twelve (12) months later.

i. For purposes of this Agreement, general increases shall not be considered as the date of the last increase.

j. An end of probation performance evaluation shall be completed to document successful or unsuccessful completion of probationary period. No end of probation step increases will be made.

20.9 Requirements for advancement and other purposes as specified in these procedures shall be based on continuous service, which is employment without a break or interruption in either classified or unclassified position. Leave of absence with or without pay shall not break or interrupt continuous service. When computing the length of service for promotions, Vacation Leave, Sick Leave, service raises, retirements, etc., leave without pay (one day or more) will be deducted. The employee's anniversary date will be adjusted accordingly. The rights of employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period of military service.

20.10 LAYOFF PROCEDURES

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

20.11 JEA, at its sole discretion, may implement from time to time incentive programs for individuals or groups consisting of awards and/or cash in recognition of performance improvements, innovative ideas resulting in savings and/or benefits or other similar improvements that are work related and can be documented and measured.

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

Article 21
Grievance Procedure

21.1 It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and JEA and the Association agree to work toward this end.

21.2 The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties to this Agreement and Unit employees for such matters. Grievances or appeals resulting from the following types of action are excluded from consideration under this Article:

a. A violation of re-employment or reinstatement priority rights appealable under Civil Service and Personnel Rules and Regulations;

b. A position classification, or specification decision or examination dispute appealable under Civil Service and Personnel Rules and Regulations;

c. An allegation or complaint of discrimination under Equal Employment Opportunity;

d. A fitness for duty examination;

e. Health benefits decisions;

f. Injury compensation provided by insurance carriers; and

g. Other provisions where authority is vested in the Civil Service Board or higher authority.

21.3 Any employee or groups of employees in the Unit may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Association provided:

a. They sign a statement on the grievance form that they do not want to be represented by the Association during processing of that particular grievance;

b. The employee/employees must represent himself/herself or may be represented by legal counsel at his/her own expense; and

c. Any adjustment must be consistent with the terms of the Agreement.

21.4 During the processing of a grievance under the Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the proper authority.

21.5 A grievance must be taken up with JEA within ~~fifteen (15)~~twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose. Failure of JEA to observe the time limits prescribed in each step may entitle the employee or the Association to advance the grievance to the

next step of the procedure. Failure of the employee or the Association to meet the time limits prescribed at any step of the grievance will constitute a basis for termination of the grievance by JEA, and not subject to further appeal, except to arbitration for determining the matter of timeliness of the grievance only. Time limits at any level may be extended by mutual agreement between JEA and the Association or employee.

21.6 PROCEDURE

Informal Resolution.

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

Step 1 - Formal

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

Step 2 - Formal

a. If a satisfactory settlement is not reached at step 1, the party filing the grievance (the Association, an employee, or an employee and the Association representative,) will forward the grievance, in writing within fifteen (15)~~ten (10)~~ calendar days after receipt of the step 1 decision, stating any objection to the step 1 decision to the designated Labor Relations Coordinator, who shall receive the grievance on behalf of the Managing Director. The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the employee, the Association representative, and/or the Association President/designee, as appropriate, The Managing Director's representative shall render a written decision within fifteen (15) calendar days after the meeting. The same person will not conduct the step 1 and step 2 hearings.

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

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

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

21.8 POLICY GRIEVANCES

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

Article 22
Arbitration

22.1 The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by JEA or the Association President.

22.2 In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within fifteen (15) calendar days after the step 2 grievance response by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the step 2 decision will be final and binding.

22.3 Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the Employer to provide a panel of seven (7) arbitrators. Within ten (10) calendar days after the list has been received from FMCS no more than two (2) persons from each party shall meet for the purpose of defining the issue and selecting the arbitrator. Each party, will alternately strike names (the appealing party having first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure shall be followed. After the FMCS is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within thirty (30) calendar days from the date of the arbitrator's notification of selection, A letter shall be sent immediately to the arbitrator setting forth the issue and any other pertinent information as agreed to by the parties. The Association shall be furnished a copy of the correspondence.

22.4 JEA and the Association, or JEA and the employee(s) (if processed without Association representation) shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator or a Special Master. If either party desires to have a transcript made of the hearing, such party shall be responsible for the full cost of such transcript.

22.5 Association employees who shall be excused from duty to participate in the arbitration or Special Master proceedings without charge to leave will be the Representative, President, the aggrieved employee, if employee initiated grievance; or Representative, if Association initiated grievance, and Association employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.

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

Article 23
Bulletin Boards

23.1 The Association shall be provided with partial use of suitable bulletin boards, including at least one (1) at each working location for the posting of information pertaining to Association activity. JEA agrees, if the Association requests, to provide a separate bulletin board specifically for the use of the Association of a standard size not to exceed 4' x 4'. Additionally, the Association shall also be provided the use of an electronic bulletin board accessible by all members of the Association through the JEA Intranet site.

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

a. Notices of Association meetings;

b. Reports of Association elections;

c. Reports of Association committees;

d. Rulings and polices of the Association;

e. Notices of recreational and social affairs of the Association;

f. Notices of meeting of public boards.

g. Other notices as mutually agreed upon by JEA and JSA President.

23.3

a. No material shall be posted which is of a political nature, derogatory, inflammatory, or disruptive to JEA's operation.

b. Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the JSA President or their designee.

23.4 The Association will be allowed to use the JEA email system for distribution to its members of the categories of information listed in Article 23.2. JEA Labor Relations will be a "cc" on all such communications. The Association understands that all such use must be compliant with the JEA procedures for email system use that are applicable to JEA employees generally, and that some or all of such communications may be subject to public disclosure under applicable Florida law. The Association also understands that while it will have access to the JEA for the purposes authorized, as with any email system, there may be times that JEA's system is inoperable or only partially operable.

Article 24
Safety and Training

24.1 JEA agrees to continue an aggressive employee development program to better prepare each employee for his/her present position and provide maximum preparation for promotional opportunities. To this end, the JSA Training Committee will make advisory recommendations to the appropriate executive management (VP/SLT level or equivalent) or their subordinate appointed management for an effective training program for all employees covered by this Agreement.

24.2 Each employee is responsible to observe the safe work practices of any and all jobs performed within JEA. The Association and its employees recognize that compliance with safety rules is a condition of employment. To be effective, all employees must be constantly on the lookout for any condition which might be unsafe or careless. Both the Association and JEA agree to promote all rules necessary to insure safety.

24.3 It is agreed that employees within the bargaining unit, upon approval of JEA, may be temporarily assigned to perform safety and training duties.

24.4 JEA will continue an aggressive supervisory/professional development program to enhance present position capabilities and promotional opportunities. In this regard, JEA will develop and initiate a broad range of communication, training, development and motivational programs and methods such as, but not limited to:

a. Acquisition and distribution of supervisory/professional training and development material;

b. Individualized communications;

c. Supervisory/managerial training and development programs during working hours;

d. Supervisory/professional programs, such as training, program planning, operation methods, etc;

e. Incentive programs for individual or groups consisting of awards or cash in recognition of improved job performance, safety records, or other similar work related improvements, which can be documented and measured;

f. Special individual or group recognition; and

g. Job related, externally offered training, education and self-development programs.

Article 25
Alcohol and Controlled Substance Abuse and Testing

PRELUDE

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

25.1 DEFINITIONS

a. "Drug abuse" means:

1. The use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended, not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.
2. The commission of any act prohibited by Chapter 893, Florida Statues.
3. Abusing a lawful prescription.
4. Substituting or adulterating any specimen during a drug test.
5. Refusing to submit to a drug test.
6. Drug test with positive results.

b. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.

c. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.

d. "Reasonable belief" means an opinion which a prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to sensory facts (what a person saw, heard, smelled, tasted or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information;
2. The reliability of the person or source providing the information;
3. The extent of any confirmation; and,
4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable belief, but all must be examined.

e. "Substituted Specimen" means a specimen that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. (Such specimens do not exhibit the clinical signs or characteristics associated with normal human urine.)

f. "Adulterated Specimen" means a specimen with a nitrite concentration which is equal to or greater than 500mcg/mL; or the pH is less than or equal to 3, or greater than or equal to 11; or if a foreign substance is present; or if an endogenous substance (one that is normally found in human urine) is present at a concentration greater than the normal physiological concentration.

g. "Lawful Prescription Abuse" means taking prescribed drugs in greater dosages and/or more frequent intervals than specified in the prescription, or securing and simultaneously using prescriptions for the same or equivalent medication from multiple providers, or taking medications that are not prescribed for the employee, or as otherwise determined by as Medical Review Officer (MRO).

h. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.

i. "Alcohol Abuse" means

1. Using or being under the influence of alcohol or alcoholic beverages on the job.
2. Adulterating any specimen during an alcohol test.
3. Refusing to submit to an alcohol test.
4. Alcohol test with positive results.

25.2 CIRCUMSTANCES WHEN TESTING MAY BE REQUIRED

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

a. Whenever two appointed managers concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public and the reasons for such concurrence have been stated to an Association Representative.

b. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. Employees will also be subject to a breathalyzer test for alcohol. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after, or have an impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee's (s') specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include an Association executive board member or designee.

c. An employee with a CDL will be tested for drugs and alcohol when they are involved in a vehicular accident that results in a fatality; or the employee receives a moving violation citation and the accident involved bodily injury requiring medical treatment away from the scene; or one or more vehicles are damaged and disabled requiring towing away from the scene.

d. Any time within one (1) year after an employee has voluntarily admitted a substance problem and entered into a Last Chance Agreement, tested positive for the presence of controlled substances taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee, tested positive for alcohol or completed initial rehabilitation, whichever is later. (The EAP provider shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)

e. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL" Testing), requires testing for alcohol as well as for controlled substances.)

f. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions in accordance with criteria set forth in Exhibit B, management's designation of a position as "safety sensitive" shall be subject to appeal to the Director of Labor Relations, or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.

g. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Sections 112.0455(5) (m) and 440.102(1) (o) Florida Statutes, and using criteria delineated in Exhibit B.

h. JEA will provide the Association President with a listing of Association members designated as safety sensitive on an annual basis, and as the listing is updated.

25.3 TESTING PROTOCOLS

a. Drug

1. Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines except as specifically amended herein.

2. The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern

SCREENING THRESHOLDS

Initial test analyte	**Initial test cutoff [1]**	**Confirmatory test analyte**	**Confirmatory test cutoff concentration**
Marijuana metabolites (THCA) [2]	50 ng/mL [3]	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL [3]	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA [4]/MDA [5]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

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

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

   i. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
   ii. If the results of the initial test provided for in Section 25.3 (a)(3)i are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result, until it has been confirmed as provided for in this section.

iii. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be required to provide another specimen for testing. Except for low creatinine test results, and provided the employee was not at fault, an additional specimen will be required not more than one (1) additional time. Should the employee provide specimens which are neither adulterated nor substituted, but unsuitable for testing due to low creatinine levels three (3) consecutive times, the employee will be subject to a blood sample. Should an employee have legitimate, verifiable religious objection or medical reason that would prohibit a blood sample, then the Medical Review Officer (MRO) will determine the alternate testing method that will be used.

iv. Specimens that are adulterated or substituted will be reported as a "refusal to test," and the employee will not be offered the opportunity for a test of the second sample as provided for in 4 below.

4. If the results of the confirmation test provided for in Section 25.3.c.2 are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

5. a. Random Testing Protocol

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

b. Alcohol

i. Whenever an employee is required to be tested for alcohol, a breathalyzer shall normally be used. In certain cases when the breathalyzer cannot be administered, blood may be used.

ii. The threshold level or cut-off limit shall be as set forth below or as established by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by DOT or Florida Statute, which are in effect as of the date of any given test shall govern.

iii. Alcohol abuse shall subject the employee to disciplinary action as indicated in 25.4(b)

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

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

0.020 to 0.039 – Cannot perform safety sensitive work for at least 24 hours.
0.040 to 0.079 – Cannot perform safety-sensitive work until released by a substance abuse professional.
0.08 and above – Cannot perform safety-sensitive work until released by a substance abuse professional.

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

0.05 to 0.079 – Considered impaired with other competent evidence of impairment.
0.08 and above – Presumed to be impaired.

25.4 DISCIPLINARY ACTION

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

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's household residing with the employee shall be given a single Last Chance Agreement provided the prescription was taken for the employee's bona fide medical condition. The employee will be randomly tested 6 to 12 times during a succeeding 12-month period. Subsequent violations of the policy shall result in immediate termination from employment.
2. Drug abuse, other than described in 1 above shall result in immediate termination from employment.

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

1. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.02 but less than 0.04, the employee will be subject to the provisions of the DOT CDL requirements.
2. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04, but less than or equal to 0.05, the employee will be given a letter of "Required Action and Consequences of Noncompliance" which is not considered discipline. A second positive test in level described above will result in a Last Chance Notice, and a third positive will result in immediate termination from employment.
3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08, and there is no other competent evidence of impairment, the employee will be given a Last Chance

Agreement. Any subsequent positive test producing a breath or blood alcohol level in excess of 0.05 will result in the employee being terminated from employment.

~~3.~~

4. If an employee test positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.
5. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.

c. Upon investigation, any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article, or who refuses to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be terminated from employment.

25.5 REHABILITATIVE/CORRECTIVE ACTION

a. JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 25.4.a.1 or b.1 applies, or to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit JEA's right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.

b. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his/her job duties. The manager shall make the decision whether the employee can perform his/her job duties in conjunction with a physician associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:

1. Whether the employee has regularly attended counseling and/or treatment sessions, as directed.

2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.

4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.

6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.

c. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

25.6 EXAMINATION AND TEST

a. Except as provided in paragraph 25.3(a) 4, JEA will pay the cost of any test required by Section 25.2. Provided, however, that in the case of alcohol testing, an employee at his/her request, will be given the opportunity for a blood alcohol test conducted at the same time at his/her own expense.

b. Urine specimens or alcohol tests required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug or alcohol testing.

c. Tests will be performed by a SAMHSA certified facility selected by JEA.

d. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the JEA Director of Labor Relations or his/her designee. Refusal to sign an authorization for releasing the records of such test to JEA shall be considered as refusing to submit to a drug or alcohol test. The JEA Director of Labor Relations or his/her designee shall release relevant information contained in those records only to the employee's Vice President, Director and Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

e. JEA will, unless prohibited by law, and as otherwise provided in this agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

25.7 TRAINING

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this article. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

25.8 EMPLOYER INITIATION

This testing program was initiated at the request of JEA. The Association has participated only to the extent of protecting the rights of workers arising from administration of the testing program. It

is intended that JEA shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this article.

Article 26
Discipline and Discharge

26.1 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause as defined in Section 26.1. The appointed manager will give written "Notice of Fact Finding" form to the employee within fifteen (15) calendar days from the date JEA became aware of the occurrence. This fifteen (15) calendar day time period may be extended by mutual agreement. However, no "Notice of Fact Finding" will be required if discipline is given within the prescribed fifteen (15) calendar day time period, or the extended time period as mutually agreed. This Notice shall be followed by a written statement of the charges within forty-five (45) calendar days from the date of the notice. The employee will be notified of the findings if there are no charges. This provision cannot be exercised after 180 calendar days from the date of occurrence. Provided, however, that all time limits established in this section may at management's discretion, be extended during the pendency of a potential felony criminal investigation into an employee's conduct. In such cases, the time limits established by this section will not begin to run until all criminal investigations and/or prosecutions involving the employee are concluded.

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

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

26.2 It shall be the right of any employee to inspect and make a copy of his or her personnel records, internal file, and manager's file. An employee will be allowed to review his/her master personnel file, within a reasonable length of time upon request to his/her Vice President, Director, or Manager. During the term of this Agreement, if any information, which is considered unfavorable and, derogatory to an employee, is entered in his/her personnel file which deals with conditions originating after employment with JEA, the employee will be required to acknowledge receipt in writing of such information, and will be furnished a copy in order that he/she may have the opportunity to submit a written statement responding to the information (excluding copies of personnel action forms, time reports, and employee evaluation reports). The employee's acknowledgment of receipt in writing merely indicates that the employee has seen and received a copy of such derogatory or unfavorable information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions stipulated. The employee's responding statement

will also be entered in his/her personnel file. If an employee feels that any correspondence written about him/her was unjustified, he/she has the right to resort to the Grievance Procedure.

26.3 JEA will follow the principles of progressive discipline that discipline generally proceeds from a reprimand, to a final written reprimand or suspension or reduction in pay to demotion or discharge. A last chance agreement may be used in lieu of discharge. These are the only forms of discipline recognized by the JSA. The parties recognize that the seriousness and circumstances surrounding an offense may warrant more -or less- severe discipline, depending upon all of the facts. When the situation warrants, JEA will provide written and /or oral counseling before implementing progressive discipline.

26.4 When an employee is off the payroll due to a suspension, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and his/her portion of the dependent premium. If the employee should fail or decline to pay his/her portion of dependent's insurance premium, JEA may discontinue paying any portion of such premium for which it would otherwise be responsible.

Article 27
Equal Employment Opportunity

27.1 JEA and the Association mutually agree that each has a positive and distinct role in carrying out the concepts of Equal Employment Opportunity (EEO) irrespective of race, color, creed, national origin, religion, sex, age, and where appropriate, disability. JEA and the Association agree to encourage all Unit employees to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.

27.2 It is agreed that the Association will participate in such activities which are required by EEO laws and regulations and the implementation of the JEA Equal Opportunity/Equal Access Program. The Association will advise appropriate Management of any employee's dissatisfactions that do not constitute formal discrimination complaints but appear to be a potential source for discrimination complaints.

27.3 It is agreed that no official of JEA or the Association shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for appearing, testifying or furnishing evidence during any investigation or hearing procedures.

Article 28
Savings Clause

JEA retains all rights, powers, functions and authority it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in the Agreement. Provided, however, that JEA will engage in collective bargaining negotiations upon request by the Association if the exercise of a management right or an alteration by JEA of the status quo has a collective impact upon established wages, hours, or other terms and conditions of employment of bargaining unit employees.

Article 29
Severability

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

Article 30
Definitions

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

30.1 "CFR" shall mean Code of Federal Regulations.

30.2 "FHWA" shall mean Federal Highway Administration.

3.03 "FLSA" shall mean Fair Labor Standards Act.

30.4 "FMCS" shall mean Federal Mediation and Conciliation Service.

30.5 "FR" shall mean Federal Register.

30.6 "HHS" shall mean U.S. Department of Health and Human Services.

30.7 "MRO" shall mean medical review officer.

30.8 "Overtime" shall be as defined in the FLSA, except as amended by this Agreement.

30.9 "Premium Payment" shall mean any compensation other than the regular hourly rate of pay, i.e., time and one-half, double time, and double time and one-half, and schedule premium.

30.10 "SAMHSA" shall mean Substance Abuse and Mental Health Services Administration.

30.11 "Seniority or Senior" shall refer to time in a given classification, not total service time. In the case where employees have same time in grade, promotional test scores will be used to determine seniority. However, should an arbitrator or the Civil Service Board rule otherwise, JEA will abide by their ruling.

30.12 "tardy" means not at the designated work area / job station fully ready to perform one's duties.

Article 31
Terms, Approval, and Amendments

31.1 This Agreement, upon approval and ratification, shall become effective October 1, ~~2019~~ 2022 and shall remain in effect until September 30, ~~2022~~2025.

31.2 It is acknowledged that this Agreement must be approved by the membership of the Association prior to submission for approval to and by JEA, and the JEA legislative body.

31.3 This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendments shall be reduced to writing, state the effective date of the amendment, be executed and approved in the same manner as this Agreement.

Signature Page(s)

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

For the JEA:

Maryanne Evans

Thomas Wigand

Jerry Creel

Jim Stancin

Nate Rouse

John Sgambettera

Maria Salguiero

Eileen Hill

Sean Grant, Esq.

For the JSA:

Phil Yeatman

Matt Stafford

Trevor Tanner

David Boucher

Jody Godsey

Carla Foster

Joey Vanzant

Jeff Milligan

Bert Sparks

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

President

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

Introduced by the Council President at the request of JEA:

ORDINANCE 2019-726-E

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

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

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

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

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

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

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

2019 and ending September 30, 2022.

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

Form Approved:



Office of General Counsel

Legislation Prepared By: Sean B. Granat

GC-#1308864-v1-JEA_JSA.docx

ORDINANCE 2019-726-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

November 26, 2019

SCOTT WILSON
COUNCIL PRESIDENT

DEC 0 2 2019

ATTEST:

DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED:

LENNY CURRY, MAYOR

CITY OF JACKSONVILLE FLORIDA

Exhibit A – JSA Pay Table and Occ Codes

JSA Job Classification Index		
Occ Code	**Job Title**	**Pay Grade**
U017	Utilities Pipefitter Crewleader	512A
2252	Administrative Support Asst JSA (RL)	250A
1066	Electric Maintenance Coordinator	530
7230	Protection & Controls System Coordinator	530
2198	C & M Working Foreman	525
6741	Chilled Water Working Foreman	525
2196	Emergency Dispatcher	525
2020	Generation Working Lead	525
2165	I&C Working Foreman (RL)	525
2035	Meter Working Foreman	525
2036	N&C Working Foreman	525
2071	Operating Engineer	525
2190	Substation Foreman	525
1067	W/WW Control Systems Coordinator	525
3400	W/WW Reuse Treatment Maint Coordinator	525
3402	W/WW Reuse Treatment Planner Scheduler	525
3403	Wastewater Reuse Treatment Operations Coordinator	525
2118	Facilities O&M Working Foreman	520
2317	Meter Specialist Foreman	520
2072	Unit Operator	520
2119	W/WW Maintenance Team Leader	520
U119	Wastewater Operations Team Leader	520
U166	Water Operations Team Leader	520
1062	Water Wastewater Dispatcher (RL)	520
2199	Water Wastewater Planner	520
2101	Customer Care Group Leader (RL)	515
1028	GIS CAD Technician III (RL)	515
2139	Stores Working Foreman	515
2141	Transformer Shop Wkg Foreman	515
U151	Utilities C&M Crew Leader	515
2216	Arborist	510

OCC Codes	Job Classification	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1066	Electric Maintenance Coordinator		**22/23**	$55.40	$58.17	$61.08	$64.14		
7230	Protection & Controls System Coordinator	**530**	**23/24**	$57.90	$60.79	$63.83	$67.02		
			24/25	$59.92	$62.92	$66.07	$69.37		
2198	C & M Working Foreman								
6741	Chilled Water Working Foreman								
2196	Emergency Dispatcher		**22/23**	$48.59	$51.02	$53.57	$56.25	$59.06	
2020	Generation Working Lead								
2165	I&C Working Foreman (RL)								
2035	Meter Working Foreman								
2036	N&C Working Foreman	**525**	**23/24**	$50.78	$53.32	$55.98	$58.78	$61.72	
2071	Operating Engineer								
2190	Substation Foreman								
1067	W/WW Control Systems Coordinator								
3402	W/WW Reuse Treatment Planner Scheduler		**24/25**	$52.56	$55.19	$57.94	$60.84	$63.88	
3403	Wastewater Reuse Treatment Operations Coordinator								
3400	W/WW Reuse Treatment Maint Coordinator								
2118	Facilities O&M Working Foreman								
			22/23	$43.48	$45.66	$47.94	$50.35	$52.86	
2317	Meter Specialist Foreman								
2072	Unit Operator								
2199	Water Wastewater Planner	**520**	**23/24**	$45.44	$47.71	$50.10	$52.61	$55.24	
2119	W/WW Maintenance Team Leader								
U119	Wastewater Operations Team Leader								
U166	Water Operations Team Leader		**24/25**	$47.03	$49.38	$51.85	$54.45	$57.18	
1062	Water Wastewater Dispatcher (RL)								
U151	Utilities C&M Crew Leader		**22/23**	$37.44	$39.31	$41.28	$43.34	$45.52	$47.79
2101	Customer Care Group Leader (RL)								
1028	GIS CAD Technician III (RL)	**515**	**23/24**	$39.13	$41.08	$43.14	$45.29	$47.56	$49.94
2139	Stores Working Foreman								
2141	Transformer Shop Wkg Foreman		**24/25**	$40.50	$42.52	$44.65	$46.88	$49.23	$51.69
U017	Utilities Pipefitter Crewleader		**22/23**	$39.77	$41.77				
		512A	**23/24**	$41.56	$43.65				
			24/25	$43.02	$45.18				
2216	Arborist		**22/23**	$32.17	$33.78	$35.47	$37.24	$39.11	$41.06
		510	**23/24**	$33.61	$35.30	$37.07	$38.92	$40.87	$42.91
			24/25	$34.79	$36.53	$38.37	$40.28	$42.30	$44.41

OCC Codes	Job Title	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5
2252	Administrative Support Asst JSA (RL)	**250A**	**22/23**	$31.90	$33.50	$35.19	$36.94	
			23/24	$33.34	$35.01	$36.77	$38.61	
			24/25	$34.51	$36.23	$38.06	$39.96	

Exhibit B – Safety Sensitive Positions Definitions and Key

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

Exhibits C & D [open]

Exhibit E – Employee Protection and Retention Program Agreement

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

(b) **"Board" means the Board of Directors of JEA.**

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

i.**the Employee has been convicted of, pled guilty or no contest to or entered into a plea agreement with respect to, (A) any felony under Applicable Law or (B) any crime involving dishonesty or moral turpitude;**

ii.the Employee has engaged in (A) any willful misconduct or gross negligence or (B) any act of dishonesty, violence or threat of violence, in each case with respect to this clause (B), that would reasonably be expected to result in a material injury to the JEA Group;

iii.the Employee willfully fails to perform the Employee's duties to the JEA Group and/or willfully fails to comply with lawful directives of the Board;

iv.the Employee materially breaches any term of any contract to which the Employee and any member of the JEA Group is a party; or

v.the Employee materially breaches any term of this Agreement;

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

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

(d) Section Reserved.

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

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

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

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

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

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

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

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

~~3. Conditions to Receipt of the Retention Payment.~~ **The Employee's right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee's continuous employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee's execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville ("Release") in a form reasonably satisfactory to JEA; (d) the Employee's compliance with the covenants set forth in Section 6; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 6, JEA shall not pay the Employee the Retention Payment (to the extent unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty-one (21) or forty-five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.**

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

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

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

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

~~(a) Cooperation. While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee's employment with the JEA Group and following the Closing Date and/or the Employee's separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.~~

~~(b) Confidentiality.~~

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

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

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

~~8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Signature page follows*]

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

~~JEA~~

~~By~~ _____

~~Name: Aaron F. Zahn~~
~~Title: Managing Director/CEO~~

~~EMPLOYEE~~

_____

~~Name:~~

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AGREEMENT

BETWEEN



AND

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

OCTOBER 1, 20222~~19~~ - SEPTEMBER 30, 2025~~2~~

Contents

DRAFT

PREAMBLE

This Agreement is entered into as of October 1, 2022~~19~~ between JEA and/or any other co-op, partner, affiliate as a result of any Recapitalization Event (Employer) and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, AFL-CIO-CLC (Union). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours, and other terms and conditions of employment. There are, and shall be, no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

DRAFT

ARTICLE 1: UNION RECOGNITION

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

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

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

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

DRAFT

ARTICLE 2: SECURITY AND CHECK OFF

2.1 A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:

(a) The Employer agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available, for reference by bargaining unit employees.

(b) The Employer agrees to provide all persons hired into a job classification represented by the Union a copy of the current Agreement

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for at least twenty-six (26) deductions per year. The Employer will remit such sums to the Union within forty (40) days[2] from the date of the deduction. A charge not to exceed the cost of six (6) cents per deduction per pay period will be assessed. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance has been received, of its belief, with reason(s) stated therefore, that the remittance is incorrect. The Union shall notify the Employer in writing thirty (30) days prior to any change in its regular dues structure.

2.3 The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues or uniform assessments.

2.4 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives written notice to the Union and the Employer (Labor Relations). Dues revocation will be processed through the Union.

2.5 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pensions, credit union and health and life insurance. Dues will be reinstated automatically once net earnings exceed the amount of dues to be checked off.

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

DRAFT

ARTICLE 3: UNION ACTIVITY

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

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

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

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

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

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

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

3.7 Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his own grievances to the Employer, in person or by legal counsel, and having such grievances

adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the Agreement then in effect, and if the bargaining agent or his designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

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

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

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ARTICLE 4: BULLETIN BOARDS

4.1 The Union shall be provided use of electronic bulletin board accessible to all member of the bargaining unit

4.2 The Union agrees that it shall use the bulletin board~~s~~ provided for in Section 4.1 above, only for the following purposes:

Notices of Union meetings
Union Elections
Reports of Union committees
Rulings and policies of the Union
Notices of the recreational and social affairs of the Union
Notices of public bodies
Official grievance documents and related attachments
Copies of MOA's or MOU's
Job Descriptions
Policies of JEA

4.3 No material, notices, or announcements shall be submitted to Labor Relations for posting by the Union which contains anything political or controversial, or anything adversely reflecting upon the Employer, its employees, or any labor organization. Any proven violation of this section by the Union shall entitle the Employer to cancel immediately the provisions of this article and to remove that bulletin board.

4.4 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the local Union, and the Manager of Labor Relations and the Director with Labor Relations responsibility or designee.

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ARTICLE 5: MANAGEMENT SECURITY

5.1 The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, intentional interruption of Employer operation, or similar activity for any reason. Management shall have the right to discharge or otherwise discipline any employee who violates the provisions of this section. The only question that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slow-downs, concerted stoppages of work, intentional interruptions of Employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.

5.2 (a) The Union, its representatives, agents, members and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

(1) Soliciting public employees during working hours.

(2) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, plants, service centers, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in areas not specifically devoted to the performance of official duties.

(b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

(c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. An employee who is proven to have violated any provision of this section may be discharged or otherwise disciplined by the Employer, notwithstanding the provisions of any collective bargaining agreement.

5.3 The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to race, color, creed, national origin, gender, or disability.

5.4 The Employer and Union agree that the Employer shall be allowed to take all actions necessary to comply with the Americans with Disabilities Act of 1990, as amended.

ARTICLE 6: SAVINGS CLAUSE

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

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ARTICLE 7: MANAGEMENT RIGHTS

7.1 It is the right of the Employer to determine unilaterally the purpose of each of its business units, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Employer to direct its employees, take disciplinary action for proper and just cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this Collective Bargaining Agreement.

7.2 In those cases where sub-contracting by the Employer for those jobs now performed by members of the Union is being considered, a special meeting will be held to discuss the sub-contracting (including but not limited to lists of jobs to be contracted). The meeting shall be held as soon as it is determined by the Employer that it will be necessary to subcontract out a service.

7.3 The Employer will provide the Union with access of any work rules, management directives (MD's) and/or policies which the Employer has created, amended, or deleted, within a reasonable time after such creation, amendment, or deletion. The Union will be provided general notification of changes and access to JEA's internal intranet page.

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ARTICLE 8: STEWARDS AND REPRESENTATION

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

8.2 Employees covered by this Agreement will be represented by ~~Seventeen~~twenty (~~17~~20) stewards designated by the Union. The Union will also name a Chief Steward in addition to the ~~seventeen~~ twenty(~~17~~20) other stewards. The Chief Steward can handle issues at any work location as needed; in addition he will also act as a second primary contact for the Union (in addition to the Union Business manager).

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

Through the life of the contract, JEA will provide up to two (2) days without loss of pay for LIUNA steward training, for up to ~~seventeen~~twenty (~~17~~20) stewards.

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

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

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

8.5 (a) The Employer agrees to contribute two thousand and one hundred (2100) cumulative payroll hours through the life of the contract to the Union for a pool time account to be used by employees at the calling of the Union solely and exclusively for this bargaining unit, upon notifying and securing the prior approval of management, and provided the absence will not interfere with system operations. If additional hours are needed a discussions will take place between the Union and the Employer. Notification shall be transmitted by electronic mail at

least forty-eight (48) hours in advance to the employee's manager with a copy to Labor Relations. The notification shall include the nature of the request and the number of hours of pool time requested. The employee's manager shall either approve or disapprove of the request at least twenty-four (24) hours in advance of the absence. Employees designated in writing shall be carried on the active payroll and shall continue to accrue wages and benefits. None of the JEA contributed hours will be used for any political campaign.

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

8.6 (a) When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. JEA will accommodate an employee's request for a union representative when a dismissal notice is being issued that may cause that individual to consider possible resignation. When an employee requests union representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation.

(b) The manager or designee should advise the employee of his/her right to representation by a steward when conducting a fact-finding meeting that may lead to disciplinary action. The steward may be that of the employee's own choosing from those available at the work site. The omission of the manager or designee advising the employee of his/her right to representation by a steward shall not be grounds to challenge the validity of any disciplinary action taken.

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ARTICLE 9: SPECIAL MEETINGS

9.1 The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement.

9.2 Such special meeting shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Employer and the Union shall have the right to recommend corrections to any problems pertaining to the subject matter under discussion. The Employer or the Union will respond in writing to the other party concerning matter(s) discussed within ten (10) calendar days of the meeting, unless waived.

9.3 The JEA agrees, in the interest of enhancing communications with the Union, to provide the Business Manager with a copy of the JEA Authority meeting agenda prior to each regular meeting.

9.4 The Manager of Labor Relations or his/her designee and the LIUNA Business Agent or his/her designee agree to convene quarterly for a "Labor Management Meeting" to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of up to six (6) representatives of Employer and up to six (6) representatives from the Union unless the parties agree to a different number.

9.5 Union representatives shall receive their regular pay for attending, provided that the meeting takes place during the representative's normal workday.

9.6 The parties agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

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ARTICLE 10: HOURS OF WORK AND OVERTIME PAYMENT

10.1 (a) The purpose of this article is to define hours of work and computation of overtime. For accounting purposes, the standard work week for all employees shall be from 0000 Monday to 2400 Sunday. All employees within the bargaining unit shall be placed within one of the schedules which appear below.

(b) Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreed to by the employee and the Vice President, Director, Manager, or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to two hundred forty (240) hours of compensatory time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. Accrued compensatory time may be taken at any time when authorized by the appropriate manager. Requests for compensatory leave of five (5) or more consecutive work days must be submitted in writing at least two (2) weeks in advance. Requests for compensatory leave shall be in accordance with Article 19.

(c) All employees are required to work overtime when and as required. This may include requiring employees to remain on duty past their normal work day and requiring employees to report early on overtime. Management shall give as much advance notice as possible, and no such request shall be unreasonably made.

10.2 (a) **NON-SHIFT EMPLOYEES**

(1) **EIGHT HOUR WORK SCHEDULE**

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

(2) **TEN HOUR DAY WORK SCHEDULE**

The ten hour work day shall consist of four (4) ten (10) hour work days, Monday through Friday. If the schedule does not include 4 consecutive work days, then the schedule will be rotated through the crews/employees on a regular basis. Volunteers and special employee situations will be considered. Overtime will be compensated at the rate of time-and-one-half (1-1/2) for all hours worked in excess of ten (10) in any twenty-four (24) hour period

unless the employee has leave without pay during the work week. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated at double time for the hours worked in excess of sixteen (16). Employees, who work in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid, will be compensated for the excess hours at time and one-half.

(3) **ODD WORK WEEK SCHEDULE**

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

(b) **SHIFT EMPLOYEES**

(1) **EIGHT HOUR SHIFT**

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

(2) **TWELVE HOUR SHIFT**

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

10.3 The days and shifts of work and rest days of employees shall be scheduled consecutively where possible. All non-shift schedules shall result in at least two consecutive days off. Final approval of all work schedules shall be at the sole discretion of management, provided that nothing in this section shall supersede any other article of this Agreement.

10.4 (a) The Employer agrees to notify the Union in writing of any master schedule changes that affect all bargaining unit employees assigned to a cost center at least ten (10) calendar days prior to the change. The Employer will give employees at least forty eight (48) hours written notice before changing an employee's regular work schedule. The above shall not apply in the event of an emergency as defined within The American Heritage Dictionary, Third Edition.

(b) Non-shift employees assigned to a weekend schedule who wants their assigned weekend off may find a volunteer who will switch schedules for that entire work week; provided that any such switch in schedules must be approved in advance by the manager and the employee who substitutes must be appropriately qualified, as determine by management to perform the required work.

10.5 Any authorized paid leave, except for paid parental leave, shall count towards the threshold for determining when the employee is eligible for overtime pay (one and one-half times the employee's regular rate of pay). The leave shall not count towards determining eligibility for double time pay.

10.6 (a) An employee who has left his place of work and is called back for overtime work shall be paid for such overtime in accordance with this article, provided that he shall receive a minimum payment of four (4) hours at one and one-half (1-1/2) times his regular rate. If an employee is called out or assigned to more than one job before the end of the basic four (4) hour work period, it will be covered by the original minimum payment of four (4) hours and no extra payment will be allowed. ~~The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.~~

(b) If an employee who is scheduled to report for overtime work receives notice of cancellation less than seven (7) hours from his scheduled starting time, he shall receive a minimum payment of two (2) hours at one-and-one-half (1-1/2) times the employee's regular rate.

(c) In the event that a JEA employee is required to perform work outside of and not contiguous with his/her regularly scheduled working hours, and in the event that such employee does not have to report to a JEA facility to complete such work, then the following guidelines shall apply:

1) An employee who is authorized by management to do work from his/her home outside of and not contiguous with his/her regularly scheduled working hours in lieu of reporting to work at the designated time and place shall be compensated for all such authorized time worked.

2) The minimum amount to be paid under this provision for an employee performing authorized work while at his/her home is one (1) hour.

3) The employee shall be compensated at his/her regular rate of pay for the minimum amount of time of one (1) hour or for the actual time worked if more than one (1) hour. Provided, however, that the employee will be compensated at one and one half (1 ½) times his/her regular rate of pay for all hours worked in excess of the applicable threshold found in Section 10.2 of the collective bargaining agreement.

An employee who is on rest period when authorized under this provision to do work from his/her home shall not be compensated at double (2) time. Nor shall the employee be compensated for minimum pay for call out pursuant to Section 10.6 (a) of the collective bargaining agreement.

(d) An employee who is required by management to attend a meeting outside of and not contiguous to his/her regularly scheduled working hours shall be compensated the greater of two (2) hours or the actual meeting duration, at one and one-half (1.5) times the employee's regular rate of pay.

10.7 (a) It is the responsibility of the Employer to distribute the opportunity for overtime work equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area. Violation of the rules required by this section – passing-over an employee who was eligible and available for the next overtime opportunity – shall require two (2) hours compensation at one and one-half (1.5) times the employee's regular rate of pay.

b) The sharing of overtime shall neither delay nor increase the Employer's cost of operation. Overtime records of the Employer shall be made available to union officials, when requested, to resolve any question involving distribution of overtime. Each assigned work area shall keep its overtime record in hours, and each record shall be kept current on a bi-weekly basis. A copy shall be posted electronically bi-weekly. Nothing in this article shall require payment for overtime hours not worked except as expressly provided in this Agreement.

10.8 Overtime may only be authorized by the appropriate manager or his designee.

10.9 All employees shall be given at least a half-hour lunch break, and may be given up to a one-hour lunch break, which will be the employee's own time. Employees who are required to work during the lunch break (such as certain shift employees) shall be compensated.

10.10 An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby.

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

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

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

(a) When an employee or group of employees have special skills which are needed on another work schedule or in another work area.

(b) When there are special circumstances relating to an individual employee requiring the Employer to reassign that individual to a different work schedule or work area.

(c) The crew structure shall be preserved. The assignment shall be made by crew from the work area performing such work. The crew may volunteer for such assignment as a unit. In such cases where more than one crew volunteers, the crew leader's years of service shall be the tie breaker. Scheduled overtime assignment shall be in accordance with Section 10.7.

(d) Should the Employer reassign an employee without regard to 10.11, 10.11 (a), (b) or (c), upon request of the Union or the employee, the Employer shall inform the Union or employee, in writing, of the facts or circumstances upon which the Employer relied in making such reassignment. The reassignment, facts or circumstances the Employer relied is not subject arbitration pursuant to the grievance/arbitration article of this agreement.

10.12 (a) Any employee desiring transfer to another job shall file written notification of such request with his manager. The manager shall respond to the employee's request in writing within fifteen (15) calendar days of receipt of the employee's request.

(b) The Employer shall consider applications for transfer to positions within the bargaining unit from existing employees before hiring from outside the existing JEA workforce. Existing employees and outside applicants shall be evaluated upon the same standards. Management retains sole discretion to determine which employees it shall select.

10.13 SYSTEM OR LIMITED EMERGENCY

System or Limited Emergencies

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

1. **Definitions**

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

G. **Storm Assignment** – Work assignments being performed by an employee during the period their management has specifically designated them as being Essential Employees and altered their normal work schedule for the purpose of restoration after an event giving rise to a declared emergency.

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

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

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

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

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

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

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

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

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

3. **Non-Essential Employees**

These employees are subject to the following:

1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.

2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

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

5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular "Blue Skies" job functions will remain in a non-essential status.

4. **Essential Employees**

These employees will be subject to the following:

1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.

2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.

3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of

their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments"

4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

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

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

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

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

10.14 Mutual Aid

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

ARTICLE 11: TIME TRACKING

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

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

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ARTICLE 12: WAGES

12.1 (a) The rates of pay for the classifications in the Unit are shown in Appendix "A" to this Agreement effective the earliest of October 1, 2022~~19~~ (if the Union ratifies on or before September 20, 2022~~19~~, or the payroll period commencing immediately after final ratification); October 1, 2023~~0~~ and October 1, 2024~~1~~.

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

(b) General Increase

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

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

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

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

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

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

If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistics) for the calendar months of August 2023 through July 2024 exceeds the three and one-half percent (3.5%) General Increase, the General Increase shall be adjusted to match the average Consumer Price Index up to a maximum of 7%. If the CPI-U for the Southeast is lower than the 3.5%, the General Increase will remain at 3.5% and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2023~~2~~ through July 2024~~3~~ exceeds seven percent (7%), the additional percentage above seven percent (7%) increase will pe paid as a one-time lump sum payment calculated using the employee's regular annualized salary as of 9/30/24 and will be paid as soon as administratively feasible at the beginning of the FY 2025.

~~1. FY 2022~~19-2023~~0 three and one-half percent (3.5%)~~
~~FY 2023~~0-2024~~1 three and one-half percent (3.5%)~~
~~FY 2024~~1-2025~~2 three and one-half percent (3.5%)~~

~~Should any other JEA bargaining unit (excepting PEA) negotiate a higher percentage General Increase for any of the fiscal years 2020; 2021 or 2022, the higher fiscal year (or years') percentage will be matched for employees covered by this Agreement.~~

~~If a Recapitalization Event (Article 28) occurs during the life of this agreement, any of the remaining general wage increases scheduled for October 1, 2020 and October 1, 2021 shall be applied to each employee's existing hourly rate of pay effective on the Closing Date. For example, in the event of a Recapitalization Event and the closing date is in July 2020, each employee shall receive a seven percent (7%) increase to their base pay on or immediately before the Closing Date. For further example, in the event of a Recapitalization Event and the Closing Date is in July 2021, each employee shall receive a three and one-half percent (3.5%) increase to their base pay on or immediately before the Closing Date. In the event of a Recapitalization Event, and the Closing Date is after October 1, 2021, no additional general wage increase will be due under this provision.~~

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

~~The parties shall meet at reasonable times to discuss the mechanics and details of moving the JEA's employee performance evaluation cycle from the employee's anniversary year to a time frame proximate to the end of JEA's fiscal year (September 30) with the goal of adopting a Memorandum of Understanding in time to effect this change by September 30, 2020. Nothing in this section shall be construed, however, as a waiver of any party's right to negotiate the impact of JEA's changing the timing of annual employee performance evaluations~~.

After the initial evaluation meeting, if the employee requires assistance to interpret the contents of said evaluation, the employee may have the right in a subsequent meeting to representation by a steward of his choosing from stewards available from the work site.

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

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

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

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

provided below.

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

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

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

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

(f) When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee will be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 12 month period following the demotion, he will not receive a promotional increase or end of probation increase, unless his salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion, plus any increase the employee would have received if not demoted.

(g) In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in an approximate 5%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The selection is a senior employee in the classification in the section;

2) The employee is qualified for the duties to be performed and those qualifications are limited to those factors directly required to perform the job;

3) The employee is physically able and qualified to perform the duties of the higher classification; and

4) The employee is available for such assignment.

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

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

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

12.8 JEA will electronically send copies to the Union of all certified promotional eligibility lists which have been established for positions within the bargaining unit.

12.9 Incentive Program - JEA, at its sole discretion, may from time to time implement incentive and/or recognition programs for individuals or groups consisting of awards, special recognition such as shirts, hats, or similar items indicating participation in a specialized group or team, and/or cash and/or refreshments (For example: coffee and donuts) in recognition of performance improvements, innovative ideas resulting in savings and/or benefits, participation in a program beneficial to JEA, or other similar improvements that are work related and can be documented and measured. The Employer agrees to furnish the Union with a written copy of the Employer's incentive plans as they are developed and/or amended from time to time. The Union may withdraw from participation in the program at any time during the life of this Agreement upon written notice to JEA.

12.10 During the life of this Agreement the Employer may, at its option, offer a voluntary severance plan to certain classifications of bargaining unit employees. Such plan would be on terms proposed by the Employer, and any decision to accept such a plan would be made on an individual basis by each affected employee. In the event that the execution of such a plan required a reorganization or redeployment by the Employer, the Union would have the right to request impact bargaining to the extent provided by law.

ARTICLE 13: EMPLOYEE BENEFITS

13.1 TERMINAL BENEFITS

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

(1) The benefits will be paid as set forth in the employee's will;

(2) If the employee has not provided for distribution of the benefits in his will then the benefits will be paid to the employee's surviving spouse;

(3) In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares, payable as follows:

A. To each of the employee's children over the age of 18 who are known to JEA.

B. To the legal guardian or representative of each of the employee's children under the age of 18 known to JEA.

(4) If the employee has no children known to JEA then the benefits will be paid to the surviving parent(s) of the employee in equal shares;

(5) If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.

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

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

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

13.4 The Employer shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times annual salary, with a double indemnity clause for accidental

death and dismemberment for those employees covered by this Agreement. It shall further provide for the employee, at his option to purchase group term life, at the expense of the employee, under the same policy for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment.

13.5 The Employer agrees to provide a payroll deduction process that is available to employees in the bargaining unit for various group plans. These group plans shall be administered by an Agent of Record so designated by the Union. The Employer may assess an administrative charge not to exceed six (6) cents per deduction, per payroll. The Union agrees to indemnify and hold the Employer harmless against any claims made and against any lawsuits brought against the Employer as a result of this payroll deduction process, and the Employer assumes no responsibility or liability to or for the Unions Agent of Record.

13.6 The Employer agrees to secure and pay for the entire cost of a comprehensive group medical care plan for all employees covered by this Agreement. In addition, the Employer agrees to pay sixty~~fifty~~ percent (~~5~~60%) of the cost for dependents' coverage under the same plan covering the employees[A1].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.11 Note: For purposes of aiding understanding of the bullet points that follow, pursuant to 2016-2019

contract negotiations the parties negotiated retirement benefit changes in the context of proposed reforms to the City of Jacksonville GEPP (General Employees Pension Plan). Related to that, the Employer and Union – for all unit employees, not just those in Article 20.1 - Leave Plan E – agreed as follows:

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

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

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

Contribution

Employee contribution 8%

Employer contribution 12%

Vesting

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

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

Financial Counseling

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

Disability Benefits

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

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

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

Survivor (Death) Benefits

In the event of the death of a fully vested, active, permanent full-time unit employee, (1) the surviving spouse, or (2) unmarried, orphaned children under the age of 18 years may choose to

receive a benefit equal to seventy five percent (75%) of sixty percent (60%) of the employee's earnable compensation at the time of the employee's death. If there is no surviving spouse, and no qualifying surviving children, a solely dependent father/mother of the deceased employee may choose to receive the benefit equal to 75% of 60% of the employee's earnable compensation at the time of the employee's death.

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

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

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

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

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

In the event of the death of an active, permanent full-time unit employee with no survivor entitled to a death benefit described above, the City will reimburse the employee's estate or the person paying for the employee's funeral expenses in an amount not to exceed $2,500 or one-half of the employee's contributions and earnings to the Defined Contribution Plan, and any employer contributions and earnings to which the employee had a vested right, whichever is less. The remaining such contributions and earnings will be paid to the estate of the employee.

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

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

13.12 <u>Parental Leave</u>

JEA and the Union recognize the importance of our employee's families and the value of time during the birth or adoption of a child. In this spirit, the JEA will offer a parental leave plan

consisting of paid time off following the birth or adoption of a child. JEA has established a policy and procedure applicable to bargaining unit members to be effective January 1, 2020 defining the Parental Leave Plan.

DRAFT

ARTICLE 14: SUPPLEMENTAL PAY

14.1 ~~All employees shall receive a twenty-five ($25.00) dollar per month raise for each five years served with the Employer.~~

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

14.2 STANDBY PAY

(a) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.

(b) For the purpose of this Article, an employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees, who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

(c) The formula for the standard rate of Standby Compensation shall be the equivalent of one and one-half (1.5) times the employee's current base hourly rate of pay for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(d) Any employee who fails to comply with the provisions of Section 14.2 of this Agreement shall not be entitled to standby compensation for that day, and shall be subject to discipline.

(e) Employees may arrange substitution of standby duty among themselves, provided the substitution is approved by Management.

14.3 SCHEDULE PREMIUM

(a) A two dollar and fifty cents ($2.5~~0~~0) schedule premium shall be paid for all regular hours actually worked on any schedule after 18:00 and prior 06:00 for work days other than Saturday or Sunday (not including overtime or schedule premium of any type).

(b) A two dollar and fifty cents ($2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on Saturday and/or after 00:00 on Sunday and prior 24:00 on Sunday (not including overtime or schedule premium of any type).

(c) Any employee that worked fifty percent or more of their shift on scheduled premium shall be paid 100% for their premium for their entire shift.

14.4 UPGRADE PAY

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

14.5 EDUCATIONAL INCENTIVES

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

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

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

be given thirty (30) calendar days' notice.

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ARTICLE 15: SAFETY AND HEALTH

15.1 The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.

15.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer upon recommendations from the SHAPE Committee. Protective devices, apparel, and equipment must be used when provided. The Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action. Hard hats may be required to be worn.

15.3 The Employer will replace safety shoes for each employee whose job duties require their use and who returns the pair needing replacement as determined by management. The Manager of Safety and Health Services will resolve any disagreement concerning the requirements for safety shoes or the replacement of safety shoes.

15.4 The Employer agrees to provide first-aid kits to be accessible to employees. The Employer agrees to provide transportation for employees to medical facilities if an injury on the job requires such transportation. Transportation shall be immediate, if required.

15.5 The Employer will continue its Safety programs by the development and initiation of a broad range of communication and motivation programs and methods. The list below shall be used at Management's discretion.

(a) Work-site posters and bulletins
(b) Individual employee communications
(c) Employee group meetings during working hours
(d) Incentive programs for individuals or groups consisting of awards or cash in recognition of documented improvement in safety records
(e) Special employee or group recognition

15.6 The Employer has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. This examination will be conducted on the Employer's time and at the Employer's expense. On the date of the examination, the employee will not be required to report to his regular duty assignment. If the examination takes longer than a normal duty day, the employee will be paid one and one-half (1-1/2) times his straight time rate of pay for all hours in excess of the normal duty day.

ARTICLE 16: INJURY IN LINE DUTY

16.1 (a) Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury arising out of the course and scope of employment with the Employer shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to a supplemental benefit under the conditions set out in Section 16.2.

(b) The amount of the supplemental benefit payable under this article shall be calculated as follows: the Employer will calculate ~~seventy-five~~ one-hundred percent of the difference between the employee's ~~net take-home pay after taxes and social security deductions based upon the employee's~~ regular straight-time wages. This amount shall be reduced by the amount of the Workers' Compensation indemnity payable to the employee. The remainder is the amount of the supplemental benefit payable to the employee.

16.2 The supplemental benefit provided for in Section 16.1 (b) is payable under the following circumstances:

(a) During the first twenty (20) working days of such disability, the employee shall receive the supplemental benefit after the employee begins receiving Worker's Compensation indemnity payments.

(b) Thereafter, the Employer may at its sole discretion, (which discretion shall not be subject to arbitration), grant additional supplemental benefit but shall not exceed one (1) year.

(c) If the employee brings litigation or administrative action under the Workers' Compensation Law while receiving Workers' Compensation supplemented by the benefits herein provided, entitlement to the supplemental benefits shall immediately terminate.

16.3 If an employee, due to an on-the-job-injury, is temporarily partially disabled from performing the duties of his classification, he may be temporarily reassigned without reduction in pay for a period not to exceed 90 days, in accordance with the Civil Service and Personnel Rules and Regulations, to other duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. Request for extension beyond 90 calendar days will be directed by the employee's manager to the Director with Labor Relations responsibility, but shall not exceed one hundred and eighty (180) calendar days total. The Employer will make a reasonable effort to temporarily reassign the employee, in accordance with the provisions of this section, provided that failure to do so shall not be a basis for grievance or arbitration.

16.4 (a) When an employee who has been on leave of absence or light duty due to a disabling on-the-job injury is released by the employee's treating physician(s) to return to work, the employee shall be returned to the same job if:

1) The employee is capable of doing the job satisfactorily;

2) The employee would have retained the job had the employee not been injured; and

3) Such work still exists.

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

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

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ARTICLE 17: APPRENTICESHIP PROGRAM/JOURNEYMAN TRAINING

17.1 Apprenticeship Program/Journeyman Training

(a) The Union shall from time to time provide recommendations to JEA on matters pertaining to the Apprentice Program/Journeyman training, including how the program should be structured. JEA shall receive and consider such recommendations.

(b) Copies of any major curriculum changes to the Apprentice Program/ Journeyman training shall be forwarded to the Union prior to adoption. The Union and the Employer will meet upon the request of either party to discuss the changes. Request to meet must be made within ten (10) calendar days of receipt of the changes.

17.2 Apprenticeship Program

(a) The JEA Apprenticeship Program may include any classifications in the Bargaining unit, as determined by Management.

(b) JEA will comply with the requirements of Title 38 United States Code Section 2021, effective December 3, 1974, as it may be amended from time to time, regarding the placement of apprentices who return to the Program after a break in services as a result of being inducted into the Armed Forces.

(c) The Employer agrees no preference will be given to employees in the same classification who received a state certification for completing JEA apprenticeship programs over other employees who completed JEA journeyman training.

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ARTICLE 18: HOLIDAYS

18.1 (a) Each employee covered by this Agreement shall be entitled to thirteen~~twelve~~ (13~~2~~) holidays with pay each year as follows:

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

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

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

18.3 Shift workers will observe all holidays on the dates they occur. Provided, however, that any shift

employee who has been temporarily assigned to a non-shift schedule for a period of at least one (1) week will observe holidays in the manner provided for non-shift employees (as set forth in Article 18.2) for any holiday that occurs during the period of such assignment.

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

18.5 When an employee is required to work on a day observed as his holiday, he shall be compensated eight (8), ten (10), or twelve (12) hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and one-half (1 ½) times his straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours and two and one-half (2 ½) times his straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours.

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

(a) He has an un-excused absence (excluding tardiness) on the last regular work day preceding such holiday, or on the next regular work day following such holiday.

(b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.

(c) He is on leave of absence without pay.

(d) He is receiving a wage benefit from Workers' Compensation.

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ARTICLE 19: LEAVE USAGE

19.1. Leave Usage (Generic)

(a) Employees, when eligible and authorized, may use their annual or personal leave upon written application to their immediate manager or designee. Approval shall be based upon the nature of the request in each instance. Extensions may be granted at the option of the manager or designee.

(b) Annual, vacation, or personal leave will be charged against an employee's regular work hour, and shall not be charged for emergency, scheduled, or policy overtime.

(c) Unscheduled leave

(1) Annual, vacation or personal leave may be taken for emergency, illness, or injury of the employee or next of kin.

(2) Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury in the following manner:

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

i. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.

ii. Shift employees shall notify the appropriate manager at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

(3) Employees who fail to notify the appropriate designated individual as required by Section 19.1 (c) (1) A, may not be allowed to charge their absence to annual or personal leave unless waived by the manager or designee.

(4) Absences for illness under annual or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence.

It is intended to correct suspected abuse of annual or personal leaves for illness.)

An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave.

(5) Employees failing to comply with the provisions of Section 19.1 will be subject to disciplinary action.

(6) Written requests shall be submitted as soon as practical for unscheduled leave.

(d) Scheduled leave

(1) In order to ~~i~~ensure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) days leave per contract year. Employees are encouraged to retain eighty (80) hours in their leave account in case of serious personal illness.

(2) Accrued annual or personal leave may be taken at any time when authorized. In any given calendar year, ~~S~~scheduling will be accomplished on a first come, first served ~~seniority~~ basis in classification for the first request of ~~five~~three (3~~5~~) days or more ~~provided that the request is submitted prior to March 31~~. In scheduling annual, vacation or personal leave, employees with seniority in a classification, a shift, a crew, a section, or an office shall be given first preference; provided, however, that such preference shall be subject to JEA's exclusive authority to determine the number of employees in any given classification, shift, crew, section, or office who may be on leave at the same time. Denial of requested leave must be substantiated on the basis that granting of such leave would unduly increase the cost of operations and/or would otherwise be detrimental to the efficient operations of the system.

(3) JEA employees may split their annual or personal leave in any manner desired and approved by their manager or his/her designee. The splitting of scheduled leave must be consistent with the operational requirements of the system.

(4) Requests for leave which is not for illness or emergency, and is less than five (5) consecutive days must be submitted:

i. At least forty ~~-~~eight (48) hours in advance for shift employees.

ii. At least forty-eight (48) hours in advance for non-shift employees, whose job(s) must be filled in their absence. Other non-shift employees must submit their request at least twenty-four (24) hours in advance.

(e) 1) The minimum amount of annual or personal leave to be taken and charged shall be in one-tenth~~half~~ (1/10~~2~~) hour increments.

2) Employees on eight (8) hour day, ten (10) hour day and twelve (12) hour day

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

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

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

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

(1) An eligible employee who is out of work because of an on-the-job injury may use annual leave or personal leave or compensatory time to remain on the payroll, under the conditions established in this section.

(2) In order to be eligible to use accrued leave for this purpose the employee must meet all of the following eligibility requirements:

A. The employee is away from work due to an on-the-job injury;

B. The employee is either receiving workers' compensation payments or has exhausted the allowable period of workers' compensation;

C. The employee provides the employer with a written request to use his/her accrued leave to remain on the payroll.

(3) When employees are eligible to use accrued leave for this purpose, the amount of annual leave or personal leave or compensatory time so charged shall be the minimum amount in one-half of an hour increments to equal the difference between the employee's regular pay and the amount that the employee is receiving from workers' compensation and workers' compensation supplement.

(4) If the employee receives only partial salary or wage payment, the normal required employee pension contribution shall be deducted from the employee's partial salary or wage payment and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

(5) ~~For employees in the personal leave plan (Plan H), the CELB may also be used for~~

~~this purpose if the absence described herein otherwise qualifies as critical emergency illness of more than ten (10) calendar days.~~

19.2 Annual and Retirement Leave Usage

(a) If an employee has exhausted all of the accrued, unused annual leave, and then said employee suffers an illness which requires time off, then said employee shall be allowed to use the credited retirement leave for the purpose of illness only.

(b) If an employee, due to an extended, continuous illness, requires eighty (80) hours or more for such illness, then such leave, may at the employee's option be deducted from the retirement leave account of such employee.

19.3 Deferred Compensation

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

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

Upon attaining time service that is within three (3) years of normal time service retirement, the employee will be allowed, at his/her option, to sell accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account provided, however, in the year of retirement, the employee will be limited to selling, at his/her option, accrued Annual, Personal, and Retirement Leave time credits to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

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

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

ARTICLE 20: ANNUAL LEAVE (PLAN E)

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

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

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

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

Upon completion of 0 months thru 4 years 160

Upon completion of 4 years thru 9 years 184

Upon completion of 9 years thru 14 years 208

Upon completion of 14 years thru 19 years 232

Upon completion of 19 years thru 24 years 256

Upon completion of 24 years or more..... 280

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

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

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

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

(a) Beginning with leave earned during the fiscal year, an employee who does not use all of their Annual leave accrued in a fiscal year, may be paid the difference between the amount

used and the amount accrued for that fiscal year on an hour-for-hour basis.

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

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

20.4 [OPEN]

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

(a) Retirement leave may be taken either immediately prior to desired eligible retirement date, which leave may be used for the fulfillment of time service requirements; or retirement leave may be taken following fulfillment of time service requirements.

(b) Employee on retirement leave shall be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.

(c) Upon placement on retirement leave, such status shall be considered irrevocable.

(d) While on retirement leave, an employee shall not accrue annual leave, but shall be eligible for legal holidays; and any general salary increases, but not performance/step increases.

(e) At the employee's option, retirement leave may either be taken, or paid for in one lump sum on an hour-for-hour basis.

(f) If an employee terminates prior to retirement as defined in the Annual Leave Ordinance, said employee shall be paid for any retirement leave credited, on the basis of one (1) hour's pay for every two (2) hours of said retirement leave credited.

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

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

ARTICLE 21: ANNUAL LEAVE (PLAN H)

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

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

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

Upon completion of 0 months thru 4 years 160

Upon completion of 4 years thru 9 years 184

Upon completion of 9 years thru 14 years 208

Upon completion of 14 years thru 19 years 232

Upon completion of 19 years thru 24 years 256

Upon completion of 24 years or more 280

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

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

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

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

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

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

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

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

21.4 [OPEN]

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

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

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

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ARTICLE 22: OTHER LEAVES

22.1 MILITARY LEAVE

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

22.2 [OPEN]

22.3 BEREAVEMENT/FUNERAL LEAVE

(a) Upon the death of a member of the employee's immediate family, an employee may be granted five (5) workdays (including the day of notification) off without loss of pay, within the next fifteen (15) days, as bereavement leave. The Employer will not unreasonably deny a request for bereavement leave.

(b) Immediate family, for the purposes of Article 22, is defined as the employee's spouse, children, mother, father, mother-in-law, father-in-law, stepparents and stepchildren, of the employee, brothers, sisters, half-brothers and stepbrothers, half-sisters and stepsisters, and legally appointed guardian.

(c) Upon the death of a member of the employee's family, an employee may be granted three (3) work days (including the day of notification) off without loss of pay, within the next fifteen (15) days, as bereavement leave, for the family members specified as ~~half-brothers, half-sisters,~~ brothers-in law, sisters-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.

(d) Upon the death of a member of the employee's family, listed as follows, an employee may be granted one (1) workday, within the next fifteen (15) days, off without loss of pay, as bereavement leave, but will be required to attend the funeral and if requested, provide documentation that they attended. Family members included are aunts, uncles, nieces, nephews, of the employee; spouse's grandparents and other relatives who permanently reside with the employee

(e) The Employer may require the employee to supply proof of the death and proof of the employee's relationship to the deceased before payment for bereavement leave is made.

(f) If the employee requires additional time to attend to matters related to the death of a member of the employee's immediate family, the Employer may permit the employee to use a reasonable period of vacation/annual/personal leave time.

(g) Employees may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker, active or retired, from the same activity, unless the employee is required to maintain system integrity.

~~(a) Upon the death of a member of the employee's immediate family, an employee may be granted five (5) work days (including the day of notification) off without loss of pay, within the next eight (8) days, as bereavement leave. The Employer will not unreasonably deny a request for bereavement leave.~~

~~(b) Immediate family, for the purposes of Article 22.3(a), is defined as the employee's spouse, children, mother, father, mother-in-law, father-in-law, step parents and step children, of the employee; and legally appointed guardian.~~

~~(c) Upon the death of a member of the employee's family, an employee may be granted three (3) work days (including the day of notification) off without loss of pay, within the next eight (8) days, as bereavement leave, for the family members specified as brothers, sisters, half-brothers, half-sisters, step brothers and step sisters with whom the employee lives, brothers in law, sisters in law, son in law, daughter in law, grandchildren and grandparents.~~

~~(d) Upon the death of a member of the employee's family, listed as follows, an employee may be granted one (1) workday, within the next eight (8) days, off without loss of pay, as bereavement leave, but will be required to attend the funeral and if requested, provide documentation that they attended. Family members included are aunts, uncles, nieces, nephews, of the employee; spouse's grandparents and other relatives who permanently reside with the employee~~

~~(e) The Employer may require the employee to supply proof of the death and proof of the employee's relationship to the deceased before payment for bereavement leave is made.~~

~~(f) If the employee requires additional time to attend to matters related to the death of a member of the employee's immediate family, the Employer may permit the employee to use a reasonable period of vacation/annual/personal leave time.~~

~~(g) Employees may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker, active or retired, from the same activity, unless the employee is required to maintain system integrity.~~

22.4 JURY AND WITNESS DUTY

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

day, he shall be required to report to his work site within one and one-half (1-1/2) hours after his release.

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

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ARTICLE 23: COMPREHENSIVE DRUG/ALCOHOL ABUSE POLICY AND PROCEDURES

Prelude

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

23.1 Definitions

a. "Drug abuse" means:

1. The use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended, not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.
2. The commission of any act prohibited by Chapter 893, Florida Statues.
3. Abusing a lawful prescription.
4. Substituting or adulterating any specimen during a drug test.
5. Refusing to submit to a drug test.
6. Drug test with positive results.

b. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.

c. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.

d. "Reasonable belief" means an opinion which a prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to sensory facts (what a person saw, heard, smelled, tasted or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information;
2. The reliability of the person or source providing the information;
3. The extent of any confirmation; and,
4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable belief, but all must be examined.

e. "Substituted Specimen" means a specimen that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. (Such specimens do not exhibit the clinical signs or characteristics associated with normal human urine.)

f. "Adulterated Specimen" means a specimen with a nitrite concentration which is equal to or greater than 500mcg/mL; or the pH is less than or equal to 3, or greater than or equal to 11; or if a foreign substance is present; or if an endogenous substance (one that is normally found in human urine) is present at a concentration greater than the normal physiological concentration.

g. "Lawful Prescription Abuse" means taking prescribed drugs in greater dosages and/or more frequent intervals than specified in the prescription, or securing and simultaneously using prescriptions for the same or equivalent medication from multiple providers, or taking medications that are not prescribed for the employee, or as otherwise determined by as Medical Review Officer (MRO).

h. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.

i. "Alcohol Abuse" means

1. Using or being under the influence of alcohol or alcoholic beverages on the job.
2. Adulterating any specimen during an alcohol test.
3. Refusing to submit to an alcohol test.
4. Alcohol test with positive results.

23.2 Circumstances When Testing May Be Required

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

a. Whenever two appointed managers concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public and the reasons for such concurrence have been stated to an Union Representative.

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

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

c. An employee with a CDL will be tested for drugs and alcohol when they are involved in a vehicular accident that results in a fatality; or the employee receives a moving violation citation and the accident involved bodily injury requiring medical treatment away from the scene; or one or more vehicles are damaged and disabled requiring towing away from the scene.

d. Any time within one (1) year after an employee has voluntarily admitted a substance problem and entered into a Last Chance Agreement, tested positive for the presence of controlled substances taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee, tested positive for alcohol or completed initial rehabilitation, whichever is later. (The EAP provider shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)

e. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL" Testing), requires testing for alcohol as well as for controlled substances.)

f. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions in accordance with criteria set forth in Exhibit C, management's designation of a position as "safety sensitive" shall be subject to appeal to the Director of Labor Relations, or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.

g. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Sections 112.0455(5) (m) and 440.102(1) (o) Florida Statutes, and using criteria delineated in Exhibit C.

h. JEA will provide the Union President with a listing of Union members designated as safety sensitive on an annual basis, and as the listing is updated.

23.3 Testing Protocols

a. Drug

1. Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines except as specifically amended herein.

2. The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern

SCREENING THRESHOLDS

Initial test analyte	Initial test cutoff [1]	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) [2]	50 ng/mL [3]	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL [3]	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA [4]/MDA [5]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

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

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

   i. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
   ii. If the results of the initial test provided for in Section 25.3 (a)(3)i are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas

chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result, until it has been confirmed as provided for in this section.

iii. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be required to provide another specimen for testing. Except for low creatinine test results, and provided the employee was not at fault, an additional specimen will be required not more than one (1) additional time. Should the employee provide specimens which are neither adulterated nor substituted, but unsuitable for testing due to low creatinine levels three (3) consecutive times, the employee will be subject to a blood sample. Should an employee have legitimate, verifiable religious objection or medical reason that would prohibit a blood sample, then the Medical Review Officer (MRO) will determine the alternate testing method that will be used.

iv. Specimens that are adulterated or substituted will be reported as a "refusal to test," and the employee will not be offered the opportunity for a test of the second sample as provided for in 4 below.

4. If the results of the confirmation test provided for in Section 25.3.c.2 are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

5. a. Random Testing Protocol.

i. Management will administer random drug tests to 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest "whole" person.

ii. Management will administer random alcohol tests to 10% of all employees who are designated as safety sensitive each year. (The 10% can be rounded up to include the nearest "whole" person.)

iii. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.

iv. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

b. Alcohol

i. Whenever an employee is required to be tested for alcohol, a breathalyzer shall normally be used. In certain cases when the breathalyzer cannot be administered, blood may be used.

ii. The threshold level or cut-off limit shall be as set forth below or as established by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by DOT or Florida Statute, which are in effect as of the date of any given test shall govern.

iii. Alcohol abuse shall subject the employee to disciplinary action as indicated in 25.4(b)

c. Breath or Blood Alcohol Testing Threshold Levels for CDL's Department of Transportation (DOT) Regulations for Commercial Driver License Alcohol Testing

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

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

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

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

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

0.08 and above – Presumed to be impaired.

23.4 Disciplinary Action

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

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's household residing with the employee shall be given a single Last Chance Agreement provided the prescription was taken for the employee's bona fide medical condition. The employee will be randomly tested 6 to 12 times during a succeeding 12-month period. Subsequent violations of the policy shall result in immediate termination from employment.

2. Drug abuse, other than described in 1 above shall result in immediate termination from employment.

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

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

2. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04, but less than or equal to 0.05, the employee will be given a letter of "Required Action and Consequences of Noncompliance" which is not considered discipline. A second positive test in level described above will result in a Last Chance Notice, and a third positive will result in immediate termination from employment.

3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08, and there is no other competent evidence of impairment, the employee will be

given a Last Chance Agreement. Any subsequent positive test producing a breath or blood alcohol level in excess of 0.05 will result in the employee being terminated from employment.

4. If an employee test positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.

5. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.

c. Upon investigation, any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article, or who refuses to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be terminated from employment.

23.5 Rehabilitative/Corrective Action

a. JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 25.4.a.1 or b.1 applies, or to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit JEA's right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.

b. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his/her job duties. The manager shall make the decision whether the employee can perform his/her job duties in conjunction with a physician associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:

1. Whether the employee has regularly attended counseling and/or treatment sessions, as directed.

2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.

4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.

6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.

c. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

23.6 Examination and Test

a. Except as provided in paragraph 25.3(a) 4, JEA will pay the cost of any test required by Section 25.2. Provided, however, that in the case of alcohol testing, an employee at his/her request, will be given the opportunity for a blood alcohol test conducted at the same time at his/her own expense.

b. Urine specimens or alcohol tests required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug or alcohol testing.

c. Tests will be performed by a SAMHSA certified facility selected by JEA.

d. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the JEA Director of Labor Relations or his/her designee. Refusal to sign an authorization for releasing the records of such test to JEA shall be considered as refusing to submit to a drug or alcohol test. The JEA Director of Labor Relations or his/her designee shall release relevant information contained in those records only to the employee's Vice President, Director and Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

e. JEA will, unless prohibited by law, and as otherwise provided in this agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

23.7 Training

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this article. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

23.8 Employer Initiation

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

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ARTICLE 24: DISCIPLINE AND DISCHARGE

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

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

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

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

~~Employees shall not be discharged, suspended, or otherwise disciplined except for proper and just cause, and in no event until they have been furnished with a written statement of the specific charges and the reason(s) for such action, except as provided for in Rule 9.05(4) of the City of Jacksonville Civil Service and Personnel Rules and Regulations.~~

24.2 JEA will follow the principles of progressive discipline in that discipline normally proceeds from a reprimand, to a suspension or reduction in pay, to demotion and/or discharge. However, the parties recognize that the seriousness and circumstances surrounding an offense may warrant more or less severe discipline than that which is provided within the Progressive Disciplinary Guidelines, depending upon the facts.

24.3 An employee will be allowed to review his master personnel file, within a reasonable length of time upon request to his Vice President, Director, or Manager. During the term of this Agreement, if any information, which is considered unfavorable and, derogatory to an employee, is entered in his personnel file which deals with conditions originating after employment with JEA, the employee will be required to acknowledge receipt in writing of such information, and will be furnished a copy

in order that he may have the opportunity to submit a written statement responding to the information (excluding copies of personnel action forms, time reports, and employee evaluation reports). The employee's acknowledgment of receipt in writing merely indicates that the employee has seen and received a copy of such derogatory or unfavorable information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions stipulated. The employee's responding statement will also be entered in his personnel file. If an employee feels that any correspondence written about him was unjustified, he has the right to resort to the Grievance Procedure.

24.4 When the situation warrants, JEA will provide oral or written counseling before implementing progressive discipline. The issuance of oral or written counseling shall be for the purpose of counseling the employee. The supervisor who provides oral counseling shall discuss the problem directly with the employee.

24.5 Except as provided in this section, disciplinary entries in an employee's personnel file shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of the entry. The union recognizes that the Employer is required to retain copies of all disciplinary entries in order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.

24.6 All breaches of discipline shall be fully investigated by the Employer in a thoroughly impartial manner before punishment is administered or recommended to the appointing authority. Disciplinary matters shall be handled as expeditiously as possible.

24.7 The Employer agrees to notify the Union of proposed disciplinary actions other than reprimands against any employee within the bargaining unit, by mailing a copy of the notice of proposed disciplinary action to the Union at or about the same time said notice is transmitted to the affected employee.

24.8 Any employee shall have the right to either grieve a disciplinary action pursuant to the grievance procedure of this Agreement, or to appeal the decision to the Civil Service Board.

ARTICLE 25: GRIEVANCE PROCEDURE

25.1 It is intended this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible and the Employer and Union agrees to work toward this end. The grievance will systematically follow the steps of the grievance procedure contained in this article, except as otherwise provided for in Section 447.401, Florida Statutes.

25.2 The purpose of this grievance procedure is to provide a method of processing grievance(s) involving the interpretation or application of this Agreement. It will be the exclusive procedure available to the parties who file a grievance pursuant to this Agreement for such matters.

25.3 Any employee or groups of employees may process a grievance concerning the interpretation or application of this Agreement through this procedure without the intervention of the Union provided:

(a) A signed statement, refusing Union representation, is executed by the employee;
(b) The employee may represent himself or may be represented by legal counsel at his own expense;
(c) Any adjustment must not be inconsistent with the terms of the Agreement, and the Union must be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

25.4 During the processing of a grievance under this Article, if a question cannot be resolved by the parties concerning the interpretation of City government policy, provisions of law or regulations of appropriate authority outside JEA, the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the proper authority.

25.5 A grievance must be taken up with the Employer within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose. In the event the Employer fails to observe the time limits prescribed in each step the employee or the Union may advance the grievance to the next step of the procedure. In the event the employee or the Union fails to meet the time limits prescribed at any step of the grievance procedure, the grievance shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Time limits at any level may be extended by mutual agreement between the Employer and the Union or employee.

25.6 PROCEDURE

INFORMAL COMPLAINT RESOLUTION

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

formal grievance procedure.

STEP 1 - FORMAL

The grievance procedure is initiated by the Union, the employee, or the employee and the Union representative submitting the grievance in writing (on a mutually agreed upon form) along with any supporting documentation to the employee's manager. The manager shall acknowledge receipt of it and the date thereof in writing. The written grievance shall identify the article(s) and section(s) of the Agreement that are at issue, shall specify the corrective action requested by the grievant, and shall include a brief summary of the factual basis for the grievance including the date that the alleged grievance occurred. Labor Relations or designee with the employee's manager and director shall, within fifteen (15) ~~seven (7)~~ calendar days of receipt of the grievance, meet, with the employee and/or Union representative to discuss the grievance. The manager shall provide his written decision and the reason(s) for the decision within fifteen (15) calendar days after the meeting. The written decision shall be provided to the aggrieved employee. If the Step 1 decision does not resolve the grievance, the grievance may be forwarded to the next step.

STEP 2 - FORMAL

(a) If a satisfactory settlement is not reached at Step 1, the party filing the grievance (the Union, an employee, or an employee and the Union representative) will forward the grievance, in writing within ~~ten~~fifteen (15~~0~~) calendar days after receipt of the Step 1 decision, stating any objection to the Step 1 decision, to Labor Relations who shall receive the grievance on behalf of the Managing Director. The Managing Director's designated representative shall within fifteen (15) calendar days after receipt of the grievance, either satisfy the grievance or meet with the employee or the employee and the Union representative. The Managing Director's representative shall provide a written decision to the aggrieved employee with a copy to the Union within fifteen (15) calendar days after the meeting.

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

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

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

25.8 POLICY GRIEVANCES

Upon mutual agreement of the parties, grievances which arise as a result of upper management decisions regarding the interpretation or intent of Employer policies and procedures may be

initiated at step two (2). Only the Union has the right to initiate grievances of these types as the grievant.

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ARTICLE 26: ARBITRATION

26.1 The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by the Employer or the Union Business Manager or official spokesperson as defined in Article 1.3 of this Agreement.

26.2 In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within fifteen (15~~30~~) calendar days after receipt of the written Step 2~~3~~ decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2~~3~~ decision will be final and binding.

26.3 Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the Employer to provide a panel of seven (7) arbitrators. Such a request for a panel must be made within nine months of the intent of arbitration notice. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be acted upon. Within five (5) days after the panel has been received from FMCS, no more than two (2) persons from each party shall meet for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party having the first choice) until one (1) arbitrator remains. If the two (2) parties cannot mutually agree upon an arbitrator, then the FMCS procedure will be followed. Either party may request a second panel be provided by FMCS, as long as such request is made before the parties' striking of names, but each party may only do so once. The arbitration hearing must be scheduled within nine months of selection of an arbitrator, unless both parties agree to additional time due to any reasonable scheduling difficulties. After selection of the arbitrator, the Employer or the Union will notify FMCS and contact the arbitrator. A letter shall be sent immediately to the arbitrator setting forth the issue, and any other pertinent information as agreed to by both parties. The Employer or Union shall be furnished a copy of this correspondence.

26.4 The Employer and the Union, or the Employer and the employee(s) (if the employee processed without Union representation) shall each be responsible for one-half (1/2) of the expenses and fees of the arbitrator. If either party desires to have a transcript made of the hearing, such party shall be responsible for the full cost of such transcript.

26.5 Employees who may be excused from duty to participate in the arbitration proceedings without charge to leave will be the aggrieved employee, if an employee initiated grievance; or aggrieved employee and steward if a Union initiated grievance, and employee witnesses who have direct knowledge of the circumstance and factors bearing on the case.

26.6 ~~The arbitrator shall render his award within thirty (30) calendar days after the conclusion of the hearing, or the receipt of post-hearing briefs whichever occurs later. In the event the arbitrator shall fail to render his award within said period of time (or within any additional period of time agreed to by all parties to the arbitration proceeding), then the arbitrator's fee shall be reduced by five percent (5%) for each day thereafter until the day upon which the award is rendered~~.

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

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ARTICLE 27: SEVERABILITY

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

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Article 28: [Open] ~~RECAPITALIZATION EVENT~~

~~For purposes of this Article, if a "Recapitalization Event" occurs, it is defined as:~~

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

~~In the event of a Recapitalization Event, the terms of this Article will apply; conflicting provisions of this Agreement, (if any) will be superseded by the terms of this Article.~~

~~28.1 Pension~~

~~The parties understand and agree that Ordinance 2019-566 is currently being considered for enactment by COJ City Council. In the event of a Recapitalization Event, the parties agree that the retirement benefits and applicable timeframes shall be as described in the enacted ordinance, which is incorporated by reference as though fully set forth herein. It is recognized and agreed that the ordinance does not diminish any pension rights guaranteed under existing applicable law. Further, it is understood and agreed that in the event a Recapitalization Event occurs and there are conflicting provisions between the enacted ordinance and Article 13.11, the conflicting provisions of Article 13.11 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.~~

~~I. SUMMARY OF RECAPITALIZATION PENSION CHANGES~~

~~A. Employees Hired On or After October 1, 2017~~

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

~~B. Employees Hired Before October 1, 2017~~

~~In summary, upon a Recapitalization Event, employees shall be provided additional service credits for base pension benefit accrual purposes, to reach the earliest normal retirement date (*i.e.*, 5 years of service/age 65; 20 years of service/age 55; 30 years of service/under 55) that they would have reached had they~~

~~continuously worked for JEA. Employees will be eligible to receive retirement benefits upon reaching the actual chronological age required by the earliest normal retirement date.~~

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

~~**D.** In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the Union (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then the Union shall receive the difference received by the other participating bargaining unit(s).~~

~~**28.2 Employee Protection and Retention Program Agreement**~~

~~Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into a Employee Protection and Retention Program Agreement ("Retention Agreement"), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).~~

~~The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.~~

~~JEA shall contractually require its successor to provide such guarantees to each eligible employee covered by this Agreement who was employed as of the Closing Date of a Recapitalization Event.~~

~~For purposes of this Agreement, and under the terms set forth in Exhibit E, JEA, as a condition of any Recapitalization Event, shall contractually require its successor to provide each employee covered by Exhibit E with the benefits set forth therein. Nothing in this section limits benefits otherwise available to employees hired after July 23, 2019.~~

~~In the event of a Recapitalization Event, and if there is a conflict between this section and Exhibit E, the terms of Exhibit E will control.~~

~~Upon the Union's request, JEA shall provide the Union with written notice of the documents that provide this contractual obligation to JEA's successor.~~

~~**28.3 Disability Coverage**~~

~~In the event of a Recapitalization Event, to bridge employees to the five (5) year minimum eligibility waiting period for Social Security Disability, employees will be provided a comparable disability insurance benefit up to five (5) years at no cost to the employee. Employees will be responsible for all applicable taxes related to disability benefit payments.~~

ARTICLE 29: ENTIRE AGREEMENT

28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

28.2 Except as provided elsewhere, this Agreement shall be effective from October 1, 2022~~19~~, until September 30, 2025~~2~~.

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Signature Page(s)

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APPENDIX A: PAY TABLES AND OCC CODES

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

Job Code	Classification Title	Pay Grade	FY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
3301	Apprentice Maintenance Mechanic - Utility Installer Servicer	403	22/23	$21.07	$22.13	$23.24	$24.40	$25.62	$26.90	$28.25	$29.66
			23/24	$22.02	$23.13	$24.28	$25.50	$26.78	$28.11	$29.52	$30.99
			24/25	$22.79	$23.93	$25.13	$26.39	$27.71	$29.10	$30.55	$32.08
1076	Operator Maintainer Trainee	408	22/23	$22.78	$23.98	$25.24	$26.57				
			23/24	$23.80	$25.05	$26.38	$27.76				
			24/25	$24.64	$25.93	$27.30	$28.74				
Z661	Water Wastewater Reuse Utility	411	22/23	$23.37	$23.95	$24.56	$25.17				
U222	Utilities Pipefitter Assistant (RL)		23/24	$24.42	$25.03	$25.66	$26.30				
2603	Utility Locator Trainee		24/25	$25.28	$25.91	$26.56	$27.22				
1091	Apprentice Electrical & Instrument (E & I) Technician	413	22/23	$24.11	$25.33	$26.59	$27.92	$29.32	$30.79	$32.33	$33.95
			23/24	$25.19	$26.47	$27.79	$29.18	$30.64	$32.17	$33.78	$35.47
			24/25	$26.07	$27.39	$28.76	$30.20	$31.71	$33.30	$34.97	$36.72
Z663	Fuel Truck Driver	414	22/23	$27.09	$27.77	$28.48	$29.19				
			23/24	$28.31	$29.02	$29.76	$30.51				
			24/25	$29.30	$30.03	$30.80	$31.57				
		415	22/23	$28.41	$29.14	$29.87	$30.62				
2601	Utility Locator		23/24	$29.69	$30.46	$31.22	$32.00				
			24/25	$30.73	$31.52	$32.31	$33.12				
1093	Water/Wastewater Reuse Treatment Utility	419	22/23	$31.29	$32.07	$32.88	$33.70				
			23/24	$32.70	$33.51	$34.35	$35.21				
			24/25	$33.84	$34.69	$35.56	$36.44				
2332	Uitility Field Technician	422	22/23	$35.75	$36.64	$37.57	$38.51	$39.47			
			23/24	$37.36	$38.29	$39.26	$40.24	$41.24			
			24/25	$38.66	$39.63	$40.63	$41.65	$42.69			
3303	Maintenance Mechanic - Utility Installer Servicer (MMUIS)	423	22/23	$34.54	$35.40	$36.29	$37.20				
			23/24	$36.09	$37.00	$37.92	$38.87				
1075	W/WW Treatment Mechanic I		24/25	$37.36	$38.29	$39.25	$40.23				
2602	Sr. Utility Locator										
1088	W/WW Treatment Mechanic II	428	22/23	$39.34	$40.33	$41.34	$42.38				
1086	Wastewater Operator Maintainer		23/24	$41.11	$42.14	$43.20	$44.28				
1084	Water Operator Maintainer		24/25	$42.55	$43.62	$44.71	$45.83				
6745	Chilled Water Technician I	429	22/23	$37.16	$38.10	$39.06	$40.04				
			23/24	$38.84	$39.82	$40.82	$41.84				
			24/25	$40.19	$41.21	$42.25	$43.31				
1052	Security and Fire Systems Technician	430	22/23	$42.30	$43.37	$44.45	$45.57				
1092	Water/Wastewater/Reuse Treatment Electrical and Instrument (E&I)		23/24	$44.21	$45.32	$46.45	$47.62				
			24/25	$45.75	$46.90	$48.08	$49.28				
6746	Chilled Water Technician II	432	22/23	$46.11	$47.26						
			23/24	$48.18	$49.39						
			24/25	$49.87	$51.11						
1061	Control Systems Technician	433	22/23	$44.43	$45.54	$46.69	$47.86				
			23/24	$46.43	$47.59	$48.79	$50.01				
			24/25	$48.06	$49.26	$50.50	$51.76				
2425	Water/Wastewater/Reuse Treatment System Coordinator	436	22/23	$46.68	$47.84	$49.04	$50.26	$51.52	$52.81		
			23/24	$48.78	$50.00	$51.25	$52.53	$53.84	$55.18		
			24/25	$50.49	$51.75	$53.04	$54.37	$55.72	$57.11		

APPENDIX B: PART-TIME / FULL TIME TEMPORARY EMPLOYEES

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

B-2. ARTICLES ADOPTED BY REFERENCE

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

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

B-3. GRIEVANCES AND SEPARATIONS

A. Grievance Procedure

(1) No eligible employee has a right to use the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 25 Grievance Procedure.

(2) Dismissals and separations from employment cannot be grieved.

(3) Grievance of disciplinary actions, other than dismissal, may be grieved only through step 2 of the grievance procedure. Grievances of disciplinary actions may not be taken to arbitration.

B. Separations

(1) An eligible employee may be separated from employment without cause.

(2) An eligible employee may be separated without cause upon ten (10) calendar days~~'~~ prior written notice of separation, or ten (10) calendar days~~'~~ pay in lieu of notice, or any combination thereof. A copy of the notice will be forwarded to the Union.

B-4. HOURS OF WORK AND OVERTIME PAYMENT

A. Schedules

(1) The purpose of this article is to define hours of work and computation of Overtime. For accounting purposes, the standard workweek for all employees shall be from 0000 Monday to 2400 Sunday.

(2) The work days and rest days of eligible employees shall be scheduled consecutively where possible. Eligible employees' work schedules shall be set at the sole discretion of the appropriate manager. JEA will give the employee at least forty-eight (48) hours written notice before changing an employee's regular work schedule. No notice is required in the event of an emergency. JEA shall have the sole discretion to determine when an emergency exists so that notice is not required to change eligible employees' work schedule.

(3) All employees shall be given at least a half-hour lunch break which will be the employee's own time. An employee who is required to work during the lunch break shall be compensated at the applicable rate of pay.

B. Overtime

(1) Eligible employees shall be required to work overtime when and as required pursuant to Article 10.7. The manager or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of overtime hours among the work force, the Employer shall provide, as far as practicable, equal distribution of overtime hours among regular and eligible employees.

(2) a. Eligible employees shall be paid at the rate of one and one-half (11/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week. Any authorized paid leave or holiday shall count toward the threshold for determining when eligible employees are eligible for overtime pay.

b. With approval of the manager, the employee may elect to receive compensatory time in lieu of cash. Such election and approval shall be made

on forms provided by the Employer. An employee may accrue up to a maximum of forty (40) hours of compensatory time. When the maximum has been reached, compensation for additional overtime worked shall be in the form of cash. Accrued compensatory time may be taken at any time when authorized by the appropriate supervisor. Requests for compensatory leave of five (5) or more consecutive work days must be submitted in writing at least two (2) weeks in advance. Requests for compensatory leave of less than five (5) consecutive work days must be submitted at least twenty-four (24) hours in advance.

c. Eligible employees who are assigned to a twelve (12) hour rotating shift shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any work day provided the employee works a full week schedule, or in excess of forty (40) hours per week.

(3) An eligible employee who is called in to work outside of, and not contiguous with, his/her regularly scheduled working hours shall be compensated for the time worked at the straight time rate until the employee has worked forty (40) hours for the week. Hours worked in excess of forty (40) hours in the workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. The employee shall be scheduled for at least two (2) hours of work when called in to work outside his/her regularly scheduled working hours.

(4) An eligible employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be at the applicable overtime rate. If an employee is called back to work without completing his eight (8) hour rest period, he shall be compensated at the rate of two (2) times his regular rate of pay for all hours worked, commencing from the time he reports back to work and ending when he is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining when overtime (one and one-half times the employee's regular rate of pay) starts in any workday. Paid rest time shall not count towards determining eligibility for double time pay.

(5) The appropriate manager or designee may only authorize overtime.

C. System or Limited Emergency

(1) System or Limited Emergency is defined as actual or potential disruption of service to JEA customers, and requiring extraordinary preparation and response efforts utilizing a large portion of resources available to JEA. This may be due to actual or potential natural disasters including severe storms, tornadoes, hurricanes, ice storms, drought, fires and

actual or potential manmade disasters such as explosions or acts of terrorism.

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

(3) NON-ESSENTIAL EMPLOYEES

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

(a) Non-essential employees shall be released from duty and shall be granted administrative leave with pay for the balance of their normal shift, and any additional days when they are not required by the Employer to report to work due to the emergency.

(b) Non-essential employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other non-essential employees are on administrative leave with pay as a result of the emergency.

(c) Non-essential employees who are already on previously approved leave without pay at the time of the emergency, or who are scheduled to take authorized leave without pay during the time of the emergency shall not be paid for that period of time when other non-essential employees are on administrative leave with pay as a result of the emergency.

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

(4) ESSENTIAL EMPLOYEES

(a) Employees who are required to assist in limited emergencies, as determined and notified by JEA management, are subject to the following:

(b) Essential employees will be required by the Employer to work during the emergency.

(c) To the maximum extent possible, when residents are being required to evacuate their residences in anticipation of a hurricane, tropical storm, or similar situation and where there is advance notice of a situation that is expected to create an emergency, the Employer will allow essential employees reasonable time, as determined by the Employer, to return to his/her residence, secure the residence, and make plans for the safety of his/her family. After allowing a reasonable time, as determined by the Employer, for such activities, essential employees shall be

required to report back to work during the emergency.

(d) Essential employees who fail to meet their responsibilities under this provision are subject to disciplinary action.

(e) Essential employees who are required to work during the emergency shall be compensated for the time worked, as provided for in the hours of work and overtime provision of this agreement. In addition to any compensation payable under that article, essential employees will be paid straight time hourly pay unless compensatory time is mutually agreed to by the employee and his/her manager for the time that they would have been on administrative leave with pay if they had been designated a nonessential employee. The maximum amount payable under this provision is forty (40) hours per workweek.

(f) During an emergency, essential employees who are required to report for work will be provided with a meal.

(g) Essential employees who are already on previously approved leave at the time of the emergency, or who are scheduled to take authorized leave during the time of the emergency may be required to report to work during the emergency.

D. Standby Pay

(1) Any eligible employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this section.

(2) For the purpose of this section, an eligible employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees, who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called are not on standby.

(3) The standard rate of standby compensation shall be thirty dollars ($30.00) for fiscal year13/14, thirty dollars ($30.00) for fiscal year 14/15 and thirty dollars ($30.00) for fiscal year15/16, for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(4) Any employee who fails to comply with the provisions of this section shall not be entitled to standby compensation for that day, and shall be subject to discipline.

(5) Employees may arrange substitution of standby duty among themselves, provided Management approves the substitution.

B-5. HOLIDAYS

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

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

B. Eligible employees who are not required to work on a holiday listed above will be compensated at their regular hourly rate times the average number of hours they have worked per day during the six weeks before the holiday. (e.g. 40 hours a week worked - 8 hours pay; 30 hours a week worked - 6 hours of pay; 20 hours a week worked - 4 hours pay). However, no eligible employee who works less than forty (40) hours per week (shift workers who work less than 36 hours) will receive compensation for a holiday unless the holiday is observed on a regular scheduled workday of the eligible employee.

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

B-6. WAGES

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

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

B. Scheduled Premium

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

C. Incentive Program

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

B-7. SAFETY AND HEALTH

A. The Employer agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.

B. Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Employer in accordance with established safety practices. Protective devices, apparel, and equipment must be used when provided. The Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

C. The Employer will provide one replacement pair of safety shoes to each employee whose job duties require their use and who return the pair needing replacing (as determined by management).

B-8. INJURY IN LINE OF DUTY

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

B- 9. LIFE INSURANCE

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

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

B-10. JURY AND WITNESS DUTY

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

B-11. MILITARY LEAVE

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

B-12. BEREAVEMENT LEAVE

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

B-13. MATTERS NOT ADDRESSED

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

APPENDIX C – CONTROLLED SUBSTANCE AND ALCOHOL TESTING

FEDERAL HIGHWAY ADMINISTRATION
&
RANDOM TESTING FOR SAFETY SENSITIVE POSITIONS

CONTROLLED SUBSTANCE AND ALCOHOL USE TESTING PROGRAM PROCEDURE

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

I. PURPOSE

A. To establish a procedure to randomly select employees for alcohol and substance testing as required by the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program, 49 CFR 382, and for random testing of safety sensitive positions.

B. To establish a procedure that is well documented and can be sufficiently audited and verified.

C. To ensure that employees selected for testing are notified in a timely manner.

D. To ensure that employees are selected in a fair and impartial manner.

II. PROCESS

A. DETERMINATION OF ELIGIBLE EMPLOYEES

1. The Director with Labor Relations responsibility or designee, (the ~~"Director~~") will generate the master list of employees eligible for random testing. Eligibility pursuant to the Federal Highway Administration Controlled Substance and Alcohol Use and Testing Program will be based on the criteria as determined by the Federal Highway Administration and the responsibilities and duties of JEA personnel. There will be a separate Master List for CDL testing and a separate Master List for safety sensitive testing.

2. The Master Lists will be reviewed monthly to ~~i~~ensure that the Master Lists properly reflect any employees who are no longer eligible (e.g., through resignation, promotion, no longer safety sensitive, etc.) and employees who should be added (e.g., new hires, promotions, safety sensitive, etc.). If an employee believes that he is no longer safety sensitive, the employee shall notify the Office of Labor Relations in writing or by email with a copy to the employee's manager. If an employee's manager believes that the employee is no longer safety sensitive, the manager shall notify the Office of Labor Relations in writing or by email, with a copy to the employee. Where

applicable, the notification (by the employee or the manager) shall specify the anticipated length of time during which the employee will not be "safety sensitive".

3. The Master Lists shall include:
   a. Employee name
   b. Job Title
   c. Cost Center
   d. Employee Number
   e. A number assigned sequentially from the beginning of the list to the end.

4. The Director shall match the random numbers with the corresponding employee name on the Master List.

5. The ~~Director~~rSafety Representative shall contact the employee's manager and inform the manager that the employee must report to the designated drug and alcohol testing center within two (2) hours of the manager notifying the employee.

6. The employee's manager shall take reasonable steps to ensure that the employee can timely arrive at the appropriate testing location. If a management error prevents timely arrival of the employee, the employee will not be required to be tested at a later date or time as a result of that particular selection.

7. The results of the contact attempt shall be logged by the manager. The log entry shall indicate the employee's name, date and time of notification by the manager, and contact result (e.g., whether successfully contacted or not).

8. An employee selected for testing shall be excused from testing if he is off from work on a prior approved absence, or due to the employee's work schedule (e.g., an employee on night shift).

9. Prior to the actual selection, a Union representative may request to review the Master Lists. A copy of the Master Lists shall be provided to the Union representative on request **(1)**.

10. It is understood that Master Lists provided to the Union pursuant to II.A.9 shall be sanitized of social security numbers, unless the Union provides express individual waivers authorizing the release of such information.

B. RANDOM NUMBER GENERATION

1. On the day of testing, a computer program will be used to randomly generate the numbers. The user of the program will enter the beginning and ending sequential numbers assigned to the eligible employees and the number of selections that are to be made. Additional numbers may be selected to allow for employees who are not available on the day of testing. All numbers generated may be used. Excess or deficiencies will be determined prior to the end of each calendar year in order to comply with the required percentages (not to exceed +15 employees).

2. The program will output the selections to a predetermined printer. The primary numbers will appear first on the report listing the generated numbers, followed by an equal number of alternate selections. When the selections have been printed, a single digit number (+ or -), that has been previously provided by the Union representative, will be applied to the list of selections, thereby designating the employees who are to be actually selected. The Union representative may request to view the process of number generation or to review the paperwork. No such request shall be denied, provided it can be accomplished in such a manner that prevents the Union representative or the fact of his being permitted to view the process from providing advance notice to any employee subject to testing that a test will be conducted on any particular day, and provided the Union representative reports to the Labor Relations office area within forty-five (45) minutes of notification.

3. The random number generation shall be conducted twice each time testing occurs for CDL employees; one each for alcohol and for drug testing. The random number generation shall be conducted twice each time testing occurs for safety sensitive employees; one each for alcohol and for drug testing.

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

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APPENDIX D [open]

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APPENDIX E: EMPLOYEE PROTECTION AND RETENTION PROGRAM AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

(b) "Board" means the Board of Directors of JEA.

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

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

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

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

(d) Section Reserved.

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

(f) "Confidential Information" means information not generally known, not released pursuant to Chapter 119, Florida Statutes, or not available outside the JEA Group and information entrusted to the JEA Group in confidence by third parties, including, without limitation, all technical data, trade secrets, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the JEA Group (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers

and customers, information relating to lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information. Notwithstanding the foregoing, JEA recognizes the applicability of Chapter 119, Florida Statutes.

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

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

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

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

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

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

shall the Employee be entitled to receive any amounts in excess of the Retention Payment under this Agreement.

3. Conditions to Receipt of the Retention Payment. The Employee's right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee's continuous employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee's execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville ("Release") in a form reasonably satisfactory to JEA; (d) the Employee's compliance with the covenants set forth in Section 5; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 5, JEA shall not pay the Employee the Retention Payment (to the extent unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty one (21) or forty five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.

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

5. Involuntary Termination. Notwithstanding the provisions of Section 3(b), if the Employee ceases to be employed with any member of the JEA Group during a Retention Period due to an Involuntary Termination, the Employee shall be eligible to receive the entire amount of the Retention Payment (to the extent unpaid) and the Payment Installments shall vest on the applicable Vesting Dates. Any amount payable pursuant to this Section 4 shall be paid to the Employee at the same time as the Payment Installments (to the extent unpaid) would have been paid had there been no termination of employment.

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

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

(a) Cooperation. While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee's employment with the JEA Group and following the Closing Date and/or the Employee's separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.

(b) Confidentiality.

(i) *Protection of Information*. The Employee acknowledges and agrees that the confidentiality provision contained in this Section 5(b) is essential to protect JEA's goodwill, its ability to diligently serve its customers, the value of JEA's business and assets and the investor relations that JEA has expended significant resources to develop. Subject to applicable limitations of Chapter 119 and Section 215.425(5), Florida Statutes, the Employee shall keep confidential this Agreement and its terms; provided that the Employee may provide this Agreement on a confidential basis to his or her legal counsel, accountant, and/or tax advisor. In addition, at all times during the Employee's relationship with the JEA Group and thereafter, the Employee agrees to hold in strictest confidence and not disclose Confidential Information to any individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, without prior written authorization from JEA, and not to use Confidential Information, except to perform the Employee's obligations to the JEA Group, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Employee's or of others who were under confidentiality obligations as to the item or items involved. The Employee further agrees not to make any copies of Confidential Information, except as authorized in writing in advance by JEA.*Confidential Disclosure in Reporting Violations of Law or in Court Filings*. The Employee acknowledges and JEA agrees that the Employee may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. The Employee may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

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

8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).

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

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

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

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

~~Employee.~~

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

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

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

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

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

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

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

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

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

~~**22. Section Headings**. The section headings are included for convenience and are not intended to~~

~~limit or affect the interpretation of this Agreement.~~

~~[*Signature page follows*]~~

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

C~~JEA~~

~~By~~ _____

~~Name: Aaron F. Zahn~~

~~Title: Managing Director/CEO~~

~~EMPLOYEE~~

_____

~~Name:~~

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AGREEMENT BETWEEN

AND

PROFESSIONAL EMPLOYEES' ASSOCIATION

October 1, ~~2019~~2022– September 30, ~~2022~~

2025

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PREAMBLE

This Agreement is entered into on this first day of October ~~2019~~2022 by and between JEA and the JEA Professional Employees' Association, hereinafter referred to as the "PEA". It is the intent and purpose of the parties hereto to promote and improve the efficient administration of JEA and the well-being of employees within the meaning of collective bargaining laws and regulations; to establish a basic understanding relative to discussion and adjustment of matters of mutual interest at JEA; to implement mutually agreed upon rates of pay, wages, hours of employment, and other terms and conditions of employment; and to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between JEA, its employees, and the PEA.

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

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

Therefore, the parties agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

1.1 JEA recognizes the PEA as the exclusive representative of all employees in the bargaining unit defined in Section 1.2, as per PERC certification #618. The PEA recognizes the responsibility of representing the interests of all employees in the bargaining unit, without discrimination and without regard to PEA membership, with respect to grievances, and other matters affecting their general working conditions, subject to the expressed limitations set forth in this Agreement.

1.2 The PEA unit includes classified employees who are employed by JEA, including the specific classifications specified in Exhibit "A" of this Agreement or which may subsequently be incorporated into "Exhibit A", in accordance with Florida Statute 447. Specifically excluded are, all managerial and confidential employees within the meaning of Florida Statute 447, and employees included in those certified bargaining units having a separate community of interest.

1.3 A copy of this Agreement, once ratified and approved by all parties, will be furnished as soon as practicable by JEA to all employees represented by PEA. All new PEA bargaining unit members will be provided with a copy of the Agreement at or soon after their initial employment/ assignment.

1.4 JEA agrees to post on a JEA approved message board, an electronic version of the ratified Collective Bargaining Agreement with any Amendments, Memoranda of Agreement or Memoranda of Understanding.

1.5 a. Any recommended classification and/or organizational changes including reallocation of position(s) initiated by JEA which affect the bargaining unit will be presented, in writing, to the PEA President or designee, when the recommended changes have been drafted in final form by JEA.

b. JEA will make a good faith effort to notify affected employees and the PEA President or designee of any recommended classification and/ or organization changes. However, failure of an employee or PEA President or designee to receive such notification shall not give rise to a grievance under this agreement.

c. Employees shall communicate any comments on recommended classification and/or organization changes to the PEA, and not directly to JEA.

d. The PEA will thereafter submit to the JEA a written statement of its position on the recommended changes.

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

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

ARTICLE 2
RIGHTS OF EMPLOYER

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

2.2 a. Except as otherwise provided in this Agreement, JEA retains all the rights and functions of management that it has by law. Without limiting the generality of the above statement, these rights include:

1. Direction and arrangement of working forces, including the right to suspend for cause, discharge for cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons.

2. The determination of services to be rendered.

3. The locations of the business including the establishment of new units and the relocation and/or closing of old ones.

4. The determination of financial policies including accounting procedures, as well as cost of services and customer relations.

5. The determination of the organization of all units.

6. The right to take disciplinary action for proper cause shall be the exclusive prerogative of management.

7. The maintenance of discipline and control and use of JEA property.

8. The right to establish quality standards and judgment of workmanship required.

9. The scheduling of operations, work hours, work week and the number of shifts.

10. The right to enforce JEA rules and regulations in effect and which it may issue from time to time.

b. It is further agreed that the above detailed enumerations of management

rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

c. The PEA recognizes and agrees that JEA retains sole and exclusive rights to manage the affairs of JEA in all respects and as to all matters in connection with the exercise of such rights; and, specifically, that nothing in this Agreement shall be construed as delegating to another, the authority conferred by law on any member or official of JEA, or in any way abridge or reduce such authority.

2.3 For the purposes of this Agreement, an emergency is defined as any combination of circumstances, which require immediate action, as determined by Management. In the case of a system or limited emergencies, Article 9.9 will govern.

ARTICLE 3
RIGHTS OF EMPLOYEES

3.1 Each member of the PEA bargaining unit has the right, freely and without fear of penalty, to join, and assist the PEA or to refrain from such activity, and each employee shall be protected in the exercise of this right. It is the intent of this section to make employees aware of their rights and to assure them that no interference, restraint, coercion, or discrimination will be permitted within JEA to encourage or discourage membership.

3.2 This Article does not authorize participation in the management of the PEA, or acting as a representative of the PEA, by an employee serving in a managerial/confidential capacity either in a temporary upgrade or provisional status. Employees shall not officially represent the PEA when his/her official assigned duties might result in a conflict of interest. This Article does not prohibit membership in the PEA by an employee who is a member of the PEA bargaining unit.

3.3 a. Any employee who is eligible for inclusion in the bargaining unit shall have the right to join or not to join the PEA as he/she individually prefers. There shall be no discrimination for or against any employee because of membership or not in the PEA and neither the PEA nor any employee shall attempt to intimidate or coerce any JEA employee into joining or continuing membership in the PEA or interfere with the employee in any way because of failure or refusal to join the PEA. Management agrees not to discriminate for or against the PEA, its officers, or its members, for membership therein, or by virtue of holding office in the PEA.

b. Upon receipt of a stipulated, lawfully executed written authorization from an employee, JEA agrees to deduct the regular dues of the PEA from such employee, from his/her bi-weekly pay and remit such deduction to the PEA within thirty (30) days from the date of deduction. The PEA will notify management, in writing, thirty (30) days prior to any change in the regular dues structure. It is understood that an employee may revoke, in writing, at any time, his/her authorization for dues deduction. Dues revocation may be processed through the PEA, but in the event of direct revocation, the PEA will be notified as soon as possible.

3.4 Nothing in this Agreement shall be construed to prevent any public employee from presenting at any time his/her own grievances in person or by legal counsel to JEA, and having such grievances adjusted without the intervention of the PEA, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, when in effect, and if the PEA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

ARTICLE 4
RIGHTS OF THE PROFESSIONAL EMPLOYEES' ASSOCIATION

4.1 The PEA shall have the right and the responsibility to present its views to JEA's Director of Labor Relations, or other designated representative of JEA, as provided by this Agreement. If either party so requests, JEA and the PEA agree to meet promptly in an effort to resolve the matter which created the concern, in accordance with Article 6 of this Agreement.

4.2 It is understood and agreed that the President or in his/her absence, his/her designated alternate will be the official spokesperson for the PEA in any matters pertaining to this Agreement.

4.3 It is agreed that the PEA may use designated facilities of JEA in which to hold regular and special meetings, insofar as such usage will not interfere with the operations of JEA. Requests for JEA to participate at the meeting shall be accomplished in accordance with Article 6 of the Agreement.

4.4 PEA will be provided an opportunity to meet with newly hired bargaining unit employees during JEA New Employee Orientations.

ARTICLE 5
THE AGREEMENT AND ITS RELATIONS TO LAW AND REGULATIONS

5.1 It is understood that, in the administration of all matters covered by this Agreement, JEA, the PEA, and all employees in the bargaining unit are governed by existing or future laws and regulations of the State of Florida and the City of Jacksonville, including provisions as set forth in Chapter 447, Part II, Florida Statutes.

5.2 The PEA and its officers, agree that they shall have no right to engage in any work stoppage, slowdown or strike, the consideration of such provision being the right to a resolution of disputed questions. JEA shall have the right to discharge or otherwise discipline any or all employees who violate the provision of this paragraph.

5.3 JEA will provide access to JEA Management Directives and Procedures.

5.4 If the City of Jacksonville Civil Service Board is abolished during the term of this Agreement, all terms and conditions of employment previously covered by the Civil Service Rules, including those specifically referred to in this Agreement, shall be subject to negotiation at the request of either party.

ARTICLE 6
SPECIAL MEETINGS

6.1 JEA and the PEA agree to meet and confer on matters applicable to this Agreement excluding management's rights, upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason for discussing such matter. Discussion shall be limited to matters set forth in the request. The special meeting shall not be used to re-negotiate this Agreement. Such special meetings shall be held within fourteen (14) calendar days of the written request except where an extension is mutually agreed and at a time and place mutually agreeable to both parties. No Special Meeting as defined in this paragraph, will be conducted without a minimum of two (2) PEA officers and/or designees. JEA and the PEA shall have the right at these special meetings to recommend corrections to any known inequities pertaining to matters under discussion. Within fourteen (14) calendar days from the date of the meeting, JEA or the PEA will respond in writing to the other party concerning the matter discussed.

6.2 JEA agrees, in the interest of enhancing communications with the PEA, to provide the President of the PEA with a copy of the JEA Board Meeting Agenda prior to such regular meetings. In the event an item of interest to the PEA will be presented and discussed, the President or his/her designee, upon request, will be allowed time off with pay to attend such meetings, provided that such action will not incur overtime costs to JEA or impair operational effectiveness.

6.3 When requested, specified representatives of the PEA will be allowed time off without loss of pay from regularly scheduled work to attend meetings designated by JEA. Reasonable preparation without loss of pay may be requested through Labor Relations. Such requests shall not be unreasonably denied. However, in the event such meetings extend beyond the usual working hours, or are scheduled outside of regular working hours, no compensation shall be paid by JEA for time outside of regular working hours and working days. This provision is applicable to negotiating meetings as well as other designated meetings by JEA.

ARTICLE 7
PEA REPRESENTATION

7.1 Notification to JEA:

a. The PEA shall furnish the Labor Relations in writing, the names of all elected officers of the PEA and any changes thereto.

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

7.2 Recognition of PEA Representative(s):

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

7.3 PEA Point of Contact:

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

7.4 Number of Recognized Officers and/or Representatives:

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

7.5 Grievance Investigation:

PEA Officers and/or Representatives shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their jurisdiction. Officers and/or Representatives must notify and secure approval of their immediate supervisor prior to their actions in this regard. Upon entering an area other than their own, the PEA Officers and/or Representatives shall notify Labor Relations of their presence and purpose. Officers and/or Representatives will only be granted time off under this provision when they are requested by an employee in the Unit to assist in

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

7.6 Employee Support:

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

7.7 PEA Union Pool Time:

a. Each employee may, by submitting written authorization to Employee Services be allowed to contribute one (1) hour or more of their accrued Annual or Personal leave time toward a pool of time which may be drawn upon for official PEA business. Effective Oct. 1, ~~2019~~2022, JEA will match donated pool time up to ~~eighty (80~~ one-hundred and twenty (120) hours per fiscal year. JEA's match will not be cumulative from year to year.

b. JEA will authorize ~~16~~24 hours of preparatory time for each of five (5) members of the PEA bargaining team to prepare for contract negotiations without loss of pay. JEA will authorize a maximum of five (5) PEA members to negotiate a successor contract without loss of pay.

c. The PEA shall request use of this time by submitting a written request to the appropriate Vice President, Director, or Manager, at least two (2) days in advance, unless the advance notice is waived by the Vice President, Director, or Manager and provided the employee's absence will not seriously interfere with system operations.

d. Use of such pool time by a PEA member shall only be authorized by the PEA President or designee.

e. The pool time account will be debited on an hour for hour basis.

f. A copy of the approved pool time usage request shall be immediately forwarded by the employee to Labor Relations for accounting purposes.

g. PEA pool time balances will be available electronically on the internal website and shall be updated on a regular basis or as requested by the PEA President or their designee.

h. JEA authorizes the use of meeting space from time-to-time for the purpose of conducting valid PEA business (e.g., auditorium use for membership luncheons). Such use will be subject to availability (JEA use takes precedence) and will not cause JEA to incur additional expense beyond incidental (e.g., incidental meaning lighting cost for the auditorium when it would have been off but for the PEA meeting).

i. JEA authorizes occasional technology usage (e.g., WebEx meetings). Such use will be subject to availability (JEA use takes precedence) and will not cause JEA to incur additional expense beyond incidental (e.g., electricity used in the course of using WebEx). PEA recognizes that content transmitted using JEA equipment might be subject to Florida public records law as it may be amended from time-to-time.

7.8 Fact-Findings and/or Disciplinary Hearings:

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

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

ARTICLE 8
HOURS OF WORK AND OVERTIME

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

8.2 Annual leave, personal leave, annual military training leave, leave while on the active payroll due to an on-the-job injury, JEA observed holiday, compensatory time, and any other authorized paid leave, (except paid parental leave) shall be considered as time worked to the extent the authorized paid leave falls on the employees' work schedule. Leave without pay, or any other non-paid leave shall not be considered as time worked for determination of overtime eligibility.

8.3 Employees covered by this Agreement shall consist of non-shift (most common) and shift employees.

1. Non-Shift Employees

a. Most JEA employees will be designated as non-shift employees.

b. Workweek assignments may be scheduled as follows:

1. Five (5) consecutive eight (8) hour days, forty (40) hours per workweek.
2. Four (4) consecutive ten (10) hour days, forty (40) hours per workweek.
3. Twelve (12) hour days, eighty (80) hours bi-weekly.
4. Eight (8) nine (9) hour days plus one (1) eight (8) hour day, eighty (80) hours bi-weekly.
5. Four (4) consecutive nine (9) hour days plus one (1) four (4) hour day, forty (40) hours per workweek.
6. Any other combination of work hours, as mutually agreed upon by the employee and their appointed manager that equal 40 hours per workweek.

2. Shift Employees

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

b. A shift employee is also an employee who normally works a non-shift schedule but works a shift schedule to fill a normal shift schedule on a temporary basis.

c. Shift employees may be reassigned during the workweek as needed to any combination of eight (8) or twelve (12) consecutive hour days, totaling at least forty (40) hours per workweek, with a minimum of sixteen (16) hours' notice.

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

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

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

c. Overtime Types

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

8.5 Authorized overtime hours shall be compensated as follows:

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

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

1. There is no minimum number of hours paid for Scheduled/Planned overtime.
2. Absence from Scheduled/Planned overtime assignments may be subject to investigation.

b. When JEA calls an employee to work outside of and not continuous with the employee's scheduled working hours, this overtime is considered Unscheduled/ Callout. The employee shall be compensated for a minimum of ~~two (2~~four (4) hours, or the actual number of hours worked beyond ~~two (2~~four (4) hours, at one and one-half (1½) times the employee's regular rate of pay provided the employee reports to work as instructed. This minimum does not apply when an early call out extends to the beginning of the employee's scheduled working hours.

c. When JEA calls an employee to work outside of and not continuous with the employee's scheduled working hours, and the employee is authorized to work remotely by management and does not have to report to a JEA facility to complete the work, this overtime is considered Unscheduled/ Callout. The employee shall be compensated for a minimum of one (1) hour, or the actual number of hours worked beyond one (1) hour, at one and one-half (1½) times the employee's regular rate of pay.

d. When JEA requires an employee to hold over after their normal work schedule and remain at work (continuous working hours either on-site or remote), the employee shall be compensated for the actual number of hours worked beyond their normal work hours at the same rate as the Scheduled/Planned overtime rate.

Examples of Overtime Types and Rates of Pay

Type	Unscheduled/Callout	Scheduled/Planned Hold over
Rate	1.5 times regular rate of pay	Exempt: 1.0 times regular rate of pay for first 5 hours after 40; then 1.5 rate for any hours after 45 Non-exempt: 1.5 times regular rate of pay for all hours after 40
Minimum	On-site: ~~2~~4 hours of overtime Remote: 1 hour of overtime	Does not apply

8.6 Rest Periods

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

b. If an employee is called back to work (on site or remote) without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked ~~commencing~~commencing from the time he/she reports back to work and ending when he/she is release for another eight (8) hour rest period.

c. If the rest period under the provisions of this Article extends into the basic workday, the employee shall lose no time. Thereby, if the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period or part thereof shall not be included as part of the eight (8) hour rest period.* Overtime pay for these extended hours will be paid in accordance with the applicable overtime rate.
*Example:
   - If the rest period starts at 6 a.m. and the normal lunch break is from 12 noon to 1 p.m., the employee will report to work at 3 p.m.
   - If the rest period starts at 5 a.m. and the normal lunch break is from 1 p.m. to 2 p.m., the employee will report to work at 2 p.m.
   - If the rest period starts at 4:30 a.m. and the normal lunch break is from 12 noon to 1 p.m., the employee will report to work at 1:30 p.m.

d. Paid rest time shall be considered the same as worked time for the purpose of determining when overtime (one and one-half times the employee's rate of pay) starts in a workday. Paid rest time shall not be considered the same as worked time for the purposes of determining when double time starts.

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

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

ARTICLE 9
GENERAL WORKING CONDITIONS

9.1 Working Outdoors

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

9.2 Employee Contact Information

a. All employees covered by this Agreement shall keep Management informed in writing at all times of their home or living quarters address and a telephone number by which they and/or their next of kin may be reached in the event of a system or medical emergency. JEA shall be entitled to rely on the last address and telephone number furnished to it by an employee and JEA shall have no responsibility to the employee or his/her next of kin for the failure to receive any kind of notice. This information shall be regarded as personal and confidential and shall be used for official JEA business in accordance with the provisions of any applicable state statutes.

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

9.3 Fitness For Duty

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

9.4 Conflict Of Interest

An employee's primary responsibility in respect to gainful employment should be to JEA. No employee shall knowingly engage in any business or transaction or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or which would tend to impair his/her independence of judgment or action in the performance of his/her duties.

9.5 Personal Protection Equipment – Eyeglasses

JEA agrees to replace or pay the cost of repairing an employee's prescription safety eyeglasses issued by JEA which are broken or damaged during the performance of his/her assigned duties, provided that such breakage or damage did not result from normal wear

and tear, negligence or misuse on the part of the employee, or the employee's failure to use proper eye protective equipment provided by JEA. JEA also agrees to replace dentures broken or damaged during the performance of an employee's assigned duties, provided such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or the employee's failure to use proper protective equipment provided by JEA.

9.6 Bargaining Unit Member Information

During the term of this Agreement, JEA agrees to supply to the PEA at their written request twice a year, and/or as mutually agreed upon, the following information pertaining to the members of the bargaining unit: employee's name, current classification, date of employment, date appointed to current classification, and date of last salary increase excluding service raise. Information furnished shall be subject to clerical corrections.

9.7 Transfers

Except in emergency situations or when an employee is on leave, JEA shall give any employee who will be transferred to another work location, which transfer is expected to last more than two weeks, at least two weeks' notice of the transfer.

9.8 Safety Shoes

a. Employees who are newly hired or who transfer for the first time into a job which requires safety shoes will be provided two pair safety shoes in their first year in the applicable job.

b. Safety and Health management may issue additional pairs of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purposes of this subsection, Safety and Health management has the sole discretion to determine whether to issue an additional pair of safety shoes, whether a pair of safety shoes is worn out, and whether the wear is the result of regular use.

c. As determined by JEA, those employees, whose regular job duties only require occasional need for safety shoes, will be provided one pair of safety shoes initially, and on an as needed basis thereafter.

d. Those employees who are provided safety shoes by the Employer are required to wear the safety shoes while on duty as required.

9.9 System or Limited Emergencies:

1. **Definitions**

A. **Emergency**- An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.
B. **System Emergency** – All or the vast majority of employee's in the company are affected by the emergency.
C. **Limited Emergency** – The emergency only affects a portion of the company – one or more departments, but not all.
D. **Non-Essential Employees**: Employees who are not required to be at work and are either: 1) released from duty (no Blue Sky or Storm Assignment) during some portion of the period of a declared emergency, or 2) who are on duty but not designated as Essential Employees (they are performing Blue Sky Assignments).
E. **Essential Employees** – Employees who are designated as Essential Employees and are performing emergency related duties (Storm Assignment) during a declared emergency.
F. **Storm Riders** – employees whose management has specifically designated as Essential Employees and pursuant to that are required to work and /or remain at a JEA designated facility during an event giving rise to a declared emergency. A storm rider is a subset of an Essential Employee.
G. **Storm Assignment** – Work assignments being performed by an employee during the period their management has specifically designated them as being Essential Employees and altered their normal work schedule for the purpose of restoration after an event giving rise to a declared emergency.
H. **Blue Sky Assignment** – Assignments normally performed by an employee that are not being performed for the purpose of restoration efforts as the result of a declared emergency.

Note 1: An individual employee may be designated either Essential or Non-Essential at different times during the full duration of a declared emergency (System or Limited Emergency). Example: during a major storm event, many employees will likely be deemed Non-Essential initially; but once the storm passes and JEA mobilizes its restoration efforts, those same employees may be deemed Essential.

Note 2: The designation of Essential or Non-Essential may be applied by management to some or all of a bargaining unit, geographical area or department (System or Limited Emergency). In Limited Emergencies these provisions related to designation of Essential and Non-Essential shall apply to the areas covered by the Limited designation, but other areas will continue to operate under "Blue Sky" parameters. Example: A Limited Emergency declared at Northside Generating Station requiring some employees to be designated Non-Essential and placed on administrative leave does not mean that employees downtown are thereby designated Essential.

Note 3: For the period(s) during which Essential Employees are so designated, they shall be deemed to be on a unique, stand-alone schedule – one inherently unpredictable due to the unique nature of each declared emergency and the requirements to achieve restoration, and progress made toward it once underway. Therefore, certain CBA provisions will not apply: rest period(s); schedule premium nights; schedule premium weekends; notice of shift change; vehicle assignment notice; standby pay; training / instructor supplement; daily and weekly overtime thresholds.

Holiday pay: If an Essential Employee is required to work on a day that would normally be recognized as a holiday under their normal schedule, in addition to the double-pay for time actually worked, they will receive the holiday pay (at regular rates) that they would normally have received if on Non-Essential status / normal work schedule.

Note 4: Transition back to Blue Sky duties. Upon being relieved of duty from Essential Employee status and having worked at least eight (8) consecutive hours, the employee will be entitled to a minimum eight (8) hour transition period before resuming Blue Sky duties. Should that transition period overlap what would have been their normal schedule, they will lose no (regular rate) pay thereby.

Note 5: Preparatory activities in anticipation of a declared emergency period (such as when a hurricane is approaching) or wind-down activities after a declared emergency period will be scheduled and compensated in accordance with the regular CBA provisions.

2. **Declaration of System or Limited Emergency**
The Managing Director of JEA, or designee, has the authority to declare either a system or limited emergency. In the event that the Managing Director or designee declares either type of an emergency, the provisions of this section take effect.

3. **Non-Essential Employees**
These employees are subject to the following:
(1) Non-essential Employees may be released from duty and shall be granted administrative leave with pay for the balance of their normal schedule, and any additional days (or portions thereof) when they are not required by the Employer to report to work due to the emergency.
(2) Non-essential Employees who are already on previously approved leave with pay at the time of the emergency, or who are scheduled to take authorized leave with pay during the time of the emergency shall not be charged for the leave for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.
(3) Non-essential Employees who are already on previously approved leave without pay at the time of the declared emergency, or who are scheduled to take

authorized leave without pay during the time of the declared emergency shall not be paid for that period of time when other Non-essential Employees are on administrative leave with pay as a result of the declared emergency.

(4) If a scheduled holiday falls within the time that Non-essential Employees are on administrative leave with pay due to a declared emergency, the employees will be paid for the holiday, but will not receive any additional holiday leave or pay for that day.

(5) Non-essential Employees required to work for non-Blue Sky purposes will have their designation changed to an Essential Employee. Non-essential Employees required to return to work to perform their regular "Blue Skies" job functions will remain in a non-essential status.

(6)

4. **Essential Employees**

These employees will be subject to the following:

(1) Essential Employees will be required by JEA to work during the declared emergency. Management may consider volunteers when possible.

(2) To the maximum extent possible, when the general population is being required to evacuate an area in anticipation of a hurricane, tropical storm, or similar circumstances where there is advance notice of a situation that is expected to create an emergency, JEA shall allow Essential Employees reasonable time, as determined by JEA, to return to their residence, secure the residence, and make plans for the safety of their family. To the extent that reasonable time falls during the employee's regular schedule, they will lose no time thereby. After allowing a reasonable time for such activities, as determined by JEA, Essential Employees shall be required to report back to work during the emergency.

(3) Essential Employees shall be compensated at the premium rate of two (2) times the rate of their regular pay for all time actually worked on Storm Assignment. In addition, these employees will be paid straight time hourly pay for the time that they would have been on administrative leave with pay if they had been designated a Non-essential Employee (i.e., any normally scheduled hours). The maximum amount payable under this provision is forty (40) hours per work week, and it only includes periods during which JEA has any Non-essential Employees relieved of duty, not when all Non-essential Employees are performing "Blue Skies Assignments".

(4) During an emergency, Essential Employees who are required to report for work will be provided with meals or meal vouchers.

5. **Alteration of Annual, Vacation, or Personal Leave Schedules**
   JEA has the unilateral right to alter the Annual, Vacation, or Personal Leave schedule of any employee in declared emergencies. This right includes the right to require employees who are on leave at the time of the declared emergency to return to work. In such cases, JEA will reimburse the employee for any non-refundable expenses incurred as a result of the cancellation or alteration of the employee's Annual, Vacation, or Personal Leave plans.

6. **JEA Communications with Employees during the Emergency**
   Any employee who is released from work during a declared emergency is expected to resume his/her regular work schedule, or to assume their Storm Assignment if applicable, when directed to do so by JEA. In order to assist employees in determining when they are expected to return to work, JEA will take reasonable steps to keep employees advised about the status of JEA operations, including the dates and times that employees are expected to resume their regular work schedule. For example, JEA will release information to employees via the JEA voice mail or e-mail system, through use of employee pagers, through releases of information to news media, and any other appropriate means of communicating with employees. To the extent that an employee relies on information released via local news media to determine when he or she is expected to return to work, JEA employees are to follow instructions related to JEA, not those issued regarding City of Jacksonville employees.

9.10 Assigned Vehicles:

The Union recognizes that PEA represented employees may be assigned take home vehicles. Assignment of vehicles is based upon operational needs and is subject to change from time-to-time as needed. Should a vehicle assignment be ended, the employee will be given ~~fourteen (14~~thirty (30) calendar days' notice.

9.11 Cell Phone ~~Allowance~~Allowanc:

Employees who are issued JEA provided phones to perform business-related services may elect to use his/her own cell phone rather than using the JEA provided phone to conduct the same business-related services~~, subject to the Director's approval.~~. Employees who are approved for use of personal phones will receive a $50 per month stipend and are responsible for all repair/replacement and maintenance costs and expenses.

ARTICLE 10
LEAVE USAGE

10.1 Leave Usage (Generic)

a. Employees, when eligible and authorized, may use their annual, compensatory time or personal leave upon written application. The determination shall be based on the nature of the request in each instance and extensions, if needed, may be granted at the option of Management.

b. Accrued annual, compensatory time or personal leave may be taken at any time when authorized. Scheduling will be accomplished on a seniority basis in classification for the first request of five (5) consecutive work days or more. Leave of five (5) consecutive work days or more must be requested at least five (5) consecutive work days in advance of the leave. Denial of requested leave must be substantiated on the basis that granting of such leave would be detrimental to the efficient operations. Requests for annual or personal leave of less than five (5) consecutive work days must be submitted at least forty-eight (48) hours in advance for employees, whose job(s) must be filled in their absence (provided said employees have been notified beforehand, in writing), unless the annual or personal leave is for illness or emergency.

c. In order to insure the health and welfare of the employee, JEA encourages employees to take a minimum of ten (10) work day's annual leave, compensatory time, or personal leave per contract year. Employees are encouraged to retain eighty (80) hours in their annual or personal leave account in case of serious personal illness.

d. The minimum amount of annual leave, compensatory time or personal leave to be taken and charged shall be in one-~~half~~tenth (1/~~2~~10) hour increments.
   1. Employees on eight (8) hour day schedules shall be charged eight (8) hours respectively for a day off.
   2. Employees on ten (10) hour day and twelve (12) hour day schedules shall be charged ten (10) and twelve (12) hours respectively for a day off.

e. It shall be the mutual obligation of JEA and the PEA to cooperate in the proper application of annual leave, compensatory time or personal leave benefits.

f. Annual leave, compensatory time or personal leave may be taken for emergency, illness, or injury of the employee or member of immediate family as defined in 15.2.

   1. Employees are required to notify the appropriate designated individual of the employee's intent to use annual or personal leave for emergency, illness, or injury as follows:

(i) Non-shift employees must provide notification to the appropriate designated individual as early as possible and no later than the start of the employee's normal work day. An employee, who has a starting time earlier than the designated individual he/she is to notify, shall notify that individual as soon as the normal starting time for that designated individual.

(ii) a. Shift employees must provide notification to the appropriate designated individual no later than one (1) hour prior to the starting time of the employee's shift.

b. Shift employees shall notify the appropriate supervisor at least four (4) hours in advance of the employee's intent to return to work following an emergency, illness, or an injury. However, employees on the day shift need only provide one (1) hour advance notice before returning to work.

2. Employees who fail to notify the appropriate designated individual as required by Section 10.1 may not be allowed to charge their absence to annual leave, compensatory time or personal leave unless waived by Management.

3. Absences for illness under annual leave, compensatory time and personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's statement of illness after each absence. It is intended to correct suspected abuse of annual leave, compensatory time, or personal leave for illness.)

g. Annual leave, compensatory time or personal leave will be charged only against an employee's regular workday and shall not be charged for absence on prearranged overtime or unscheduled call-in overtime.

h. If a legal holiday falls within a scheduled annual leave, compensatory time or personal leave period, annual leave, compensatory time or personal leave shall not be charged for that day. When scheduled overtime for shift workers falls within a scheduled personal leave period, annual leave, compensatory time or personal leave shall not be charged nor overtime paid for that day.

10.2 Annual and Retirement Leave Usage

a. If an employee has exhausted all accrued annual leave and requires time off for illness, the employee shall be allowed to use the credited retirement leave for the purpose of the illness only.

b. If an employee, due to an extended, continuous illness, requires eighty (80) hours or more of leave for this illness, the employee may elect to have such leave deducted

from the employee's retirement account.

c. JEA shall permit an employee to defer up to the full value of the employee's annual leave and retirement leave accrued as of the date of the employee's retirement, but only to the extent permitted under Section 457 of the Internal Revenue Code (as amended from time to time), any regulations promulgated thereto, and the provisions of the deferred compensation plan under which the employee is a participant.

10.3 Personal Leave Usage

Personal leave shall not be charged for an absence due to an on-the-job injury unless the employee has exhausted the allowable period of Workers' Compensation leave and desires to use personal leave to remain on the payroll. The amount of personal leave to be charged for the purpose of maintaining the employee of regular pay status shall be the minimum amount in one-~~half~~tenth (1/~~2~~10) hour increments to equal the difference between Workers' Compensation payments and the employee's regular pay.

10.4 Cancellation of Leave

If an employee is asked to cancel scheduled and authorized leave in whole or in part, the employee will be reimbursed for non-refundable costs, forfeited due to cancellation of reservation, excess travel, etc., provided further that satisfactory documentation of the employee's payment of forfeited costs is furnished to JEA.

ARTICLE 11
ANNUAL LEAVE (PLAN E)

11.1 This Article shall apply to all permanent, probationary, and provisional employees in any of the following categories:

a. Employees hired on or after October 1, 1968, and before October 1, 1992;

b. Employees hired prior to October 1, 1968, who chose not to remain subject to former sick leave and terminal leave policies in April, 1969;

c. Employees hired prior to October 1, 1968, who chose on or before September 30, 1978, to become subject to this provision;

d. Employees who meet the requirements of either a, b, or c above upon completion of probation after promotion into a classification included within the unit.

11.2 Employees shall earn annual leave with pay according to the following schedule on a bi-weekly basis:

a.

YEARS OF SERVICE	**HOURS PER YEAR**
Upon completion of 0 months thru 4 years	160
Upon completion of 4 years thru 9 years	184
Upon completion of 9 years thru 14 years	208
Upon completion of 14 years thru 19 years	232
Upon completion of 19 years thru 24 years	256
Upon completion of 24 years or more	280

b. Annual leave credits will accrue bi-weekly to the credit of the employee at the rate stated above and shall be credited on the last day of the pay period for all hours being paid.

c. Annual leave shall be earned during the first year of employment. The rate of accrual shall change to a higher rate on the anniversary day of employment.

d. In determining the rate of annual leave accrual under Section 11.2a, JEA shall include an employee's uninterrupted years of service with the SJRPP, where the employee was employed by the SJRPP immediately before becoming employed by JEA.

11.3 Annual leave shall accrue to a maximum of eight hundred and forty (840) hours. Any accrual over that amount shall be paid for on an hourly basis. These payments shall be made on the first pay period of November each year. If the employee elects, in lieu of

payments, excess annual leave over eight hundred and forty (840) hours may be credited to his/her retirement leave account up to a maximum of eight hundred and forty (840) hours in that account; provided, however, that (unless otherwise allowed by the City of Jacksonville Ordinance Code or otherwise vested pursuant to the terms of a collective bargaining agreement covering any City of Jacksonville or JEA bargaining unit in which the employee may have previously been a member) this option shall not be available to employees employed after October 1, 1978.

11.4 If an employee does not use all of the annual leave accrued in a fiscal year, the employee may elect to be paid the difference in the amount used and the amount accrued for that fiscal year on an hour for hour basis at the rate of pay effective September 30 of the respective year in which the leave was accrued. Such option must be elected prior to September 30 of the preceding fiscal year. Once the election is made, that election is irrevocable. This option is not available to an employee who would have less than eighty (80) hours annual leave remaining after such payment. Such payments shall be made in the second payday in November.

11.5 Retirement Leave Account: This section shall apply to those employees covered by City of Jacksonville Ordinance Code, Chapter 116, Part 6. For the purpose of this section, retirement shall mean retirement pursuant to the provisions of the City of Jacksonville pension program.

a. Upon retirement, an employee may elect to be paid for credited retirement leave in a lump sum on an hour-for-hour basis. Such payment shall be made within thirty (30) days after the date of retirement.

b. In lieu of being paid for credited retirement leave in a lump sum, the employee may take retirement leave immediately prior to retirement, thereby using the retirement leave for fulfillment of the time service requirements of the pension program.

c. Once an employee has been placed on retirement leave, the employee shall remain on retirement leave and shall not return to work status.

d. While on retirement leave, an employee shall be retained on the regular payroll. The employee's pay shall be subject to payroll deductions, including pension contributions and insurance deductions.

e. An employee on retirement leave shall not accrue annual leave, but shall be eligible for legal holidays and any general salary increases.

f. An employee on retirement leave shall not be eligible for performance increases.

g. If an employee terminates employment (which includes resignation, and discharges other than for cause) prior to retirement, the employee shall be paid for any credited retirement leave on the basis of one (1) hour pay for every one (1) hour of credited retirement leave.

11.6 a. Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause, the employee shall be paid for one hundred percent (100%) of personal leave accrued on an hour for hour basis.

b. Employees who are discharged for cause shall forfeit their unused personal leave accrued during the contract year.

11.7 Upon retirement, where an employee is on retirement leave, the lump sum payment for the annual leave shall be paid at the beginning of the retirement leave.

11.8 Employees who are discharged for stealing, sabotage, or illegal possession or use of drugs shall forfeit their unused annual leave earned during the contract year.

ARTICLE 12
~~RECAPITALIZATION~~

~~For purposes of this Article, if a "Recapitalization Event" occurs, it is defined as:~~

> ~~"Recapitalization Event" means the closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other Applicable Law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars ($3,000,000,000) or (ii) at least fifty percent (50%) of the net depreciated property, plant and equipment value of either JEA's electric system or JEA's water and wastewater system being transferred, assigned, sold or otherwise disposed of.~~
>
> ~~The effective date of a Recapitalization Event shall be the date of closing of a transaction that results in either of the above two contingencies occurring, or in the case of a series of related transactions, the date of a closing of a transaction that, when combined with other prior transactions in the series, results in either of the above two contingencies.~~

~~In the event of a Recapitalization Event, the terms of this Article will apply; conflicting provisions of this Agreement, (if any) will be superseded by the terms of this Article.~~

~~12.1 Pension~~

~~The parties understand and agree that Ordinance 2019-566 is currently being considered for enactment by COJ City Council. In the event of a Recapitalization Event, the parties agree that the retirement benefits and applicable timeframes shall be as described in the enacted ordinance, which is incorporated by reference as though fully set forth herein. It is recognized and agreed that the ordinance does not diminish any pension rights guaranteed under existing applicable law. Further, it is understood and agreed that in the event a Recapitalization Event occurs and there are conflicting provisions between the enacted ordinance and Article 17.5, the conflicting provisions of Article 17.5 shall no longer be applicable and will be superseded by this section. In the event that COJ City Council rejects Ordinance 2019-566, the Union agrees to negotiate with JEA on the topics covered by Ordinance 2019-566.~~

~~I. SUMMARY OF RECAPITALIZATION PENSION CHANGES~~

[OPEN]

A. Employees Hired On or After October 1, 2017

Employees hired on or after October 1, 2017 – GEDC Plan. If still active employees on the date of the Recapitalization Event, they will be fully vested in their employer's contributions and earnings credited up to the date of the Recapitalization Event.

B. Employees Hired Before October 1, 2017

In summary, upon a Recapitalization Event, employees shall be provided additional service credits for base pension benefit accrual purposes, to reach the earliest normal retirement date (*i.e.*, 5 years of service/age 65; 20 years of service/age 55; 30 years of service/under 55) that they would have reached had they continuously worked for JEA. Employees will be eligible to receive retirement benefits upon reaching the actual chronological age required by the earliest normal retirement date.

C. Backdrop

Employees BACKDROP benefits under Chapter 120.214 do not change upon the occurrence of the Recapitalization Event. For example, an employee with 32 years of service credits at the Recapitalization Event may elect the same rights to BACKDROP benefits as they could have elected absent a Recapitalization Event.

D. In the event that any other bargaining unit representing JEA employees receives any greater pension benefits than JEA presently provides to the PEA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation), then PEA shall receive the difference received by the other participating bargaining unit(s).

12.2 Employee Protection and Retention Program Agreement

Within two weeks of the Effective Date of this Agreement, JEA will offer bargaining unit employees who were employed with JEA as of July 23, 2019 the option to enter into an Employee Protection and Retention Program Agreement ("Retention Agreement"), the form and substance of which was agreed to by the Union and referenced in Exhibit E. The Retention Agreement shall be contingent upon the occurrence of a Recapitalization Event, and shall be binding upon any successor(s).

The Retention Payment specified in Exhibit E is only available to employees employed by JEA as of July 23, 2019. The benefits specified in Section 4 of Exhibit E are available to employees employed on or before the Closing Date of a Recapitalization Event.

~~JEA shall contractually require its successor to provide such guarantees to each eligible employee covered by this Agreement who was employed as of the Closing Date of a Recapitalization Event.~~

~~For purposes of this Agreement, and under the terms set forth in Exhibit E, JEA, as a condition of any Recapitalization Event, shall contractually require its successor to provide each employee covered by Exhibit E with the benefits set forth therein. Nothing in this section limits benefits otherwise available to employees hired after July 23, 2019.~~

~~In the event of a Recapitalization Event, and if there is a conflict between this section and Exhibit E, the terms of Exhibit E will control.~~

~~Upon the Union's request, JEA shall provide the Union with written notice of the documents that provide this contractual obligation to JEA's successor.~~

~~12.3 Disability Coverage~~

~~In the event of a Recapitalization Event, to bridge employees to the five (5) year minimum eligibility waiting period for Social Security Disability, employees will be provided a comparable disability insurance benefit up to five (5) years at no cost to the employee. Employees will be responsible for all applicable taxes related to disability benefit payments.~~

ARTICLE 13
PERSONAL LEAVE (PLAN H)

13.1 This article shall apply to all permanent, probationary, and provisional employees hired after October 1, 1992.

13.2 Employees shall accrue personal leave with pay for all straight-time hours worked according to the following schedule on a bi-weekly basis:

a. Y**EARS OF SERVICE** **HOURS PER YEAR**

Upon completion of 0 months thru 4 years	160
Upon completion of 4 years thru 9 years	184
Upon completion of 9 years thru 14 years	208
Upon completion of 14 years thru 19 years	232
Upon completion of 19 years thru 24 years	256
Upon completion of 24 years or more	280

b. Personal leave will accrue to the credit of the employee at the rate stated above, and shall be credited on the last day of the pay period for all hours actually worked or hours on approved leave with pay. Personal leave shall be earned during the first year of employment.

c. The rate of accrual shall change to the higher rate on the anniversary date of employment.

13.3

a. Personal leave shall accrue to a maximum of six hundred (600) hours. Any personal leave over that amount, as of September 30 of each year shall be ~~applied in accordance with the provisions of 13.6~~ paid for on an hourly basis. These payments shall be made on the first pay period of November each year. If the employee elects, in lieu of payments, excess annual leave six hundred (600) hours may be or sold back to JEA in accordance with the provisions of 13.3 b, and/or 13.3c.

b. At the end of the fiscal year, accrued and unused personal leave in excess of six hundred (600) hours may be sold back to JEA to the extent that the employee had timely requested but was not permitted by Management to take the leave during that year. Such leave shall be sold back to JEA at the employee's rate of pay at the end of the fiscal year. Employees shall request leave, and Management shall note approval or disapproval of such leave, on a form provided by JEA.

c. . If an employee does not use all of their personal leave accrued in the fiscal year, they may elect to be paid the difference, ~~up to eighty (80) hours~~, between the amount used and the amount accrued for that fiscal year on an hour for hour basis, at the rate of pay effective September 30 of the respective year in which the leave was accrued. Such option must be elected prior to September 30 of the preceding fiscal year. Once this election is made, that election is irrevocable. This option is not available to an employee who would have less than eighty (80) hours of personal leave remaining after such payment. Such payments shall be made no later than the second payday in November~~.~~

13.4 Upon retirement of an employee (including vesting under the pension law), the employee shall be paid for all unused personal leave accrued on an hour for hour basis.

13.5 a. Upon termination of an employee for other than retirement, which includes resignation or discharge not for cause, the employee shall be paid for one hundred percent (100%) of personal leave accrued on an hour for hour basis.

b. Employees who are discharged for cause shall forfeit their unused personal leave accrued during the contract year.

ARTICLE 14
MILITARY LEAVE

14.1 Military Training

a. Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend an annual training period shall upon presentation of their official order or appropriate military certification, be granted not more than 240 hours with pay in one (1) rolling calendar year in accordance with the official orders to active duty for training, including travel time. The training leave shall not be deducted from annual/vacation leave or in any other way result in loss of privileges or compensation to said employee. Employees are responsible to notify their supervisors as soon as possible of the dates for the training period.

b. Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training assemblies throughout the year may, upon due notice and request, apply for annual/vacation leave to attend the military training assemblies when they are scheduled to be on duty. Employees who request time off for this purpose are responsible to advise their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedule.

14.2 Military Duty

Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes. Leaves of absence for military purposes shall be verified by appropriate military certification or official order, a copy of which shall be filed in the employee's personnel file.

ARTICLE 15
LEAVE OF ABSENCE

15.1 Leave With or Without Pay

a. An employee may request a leave of absence of specified duration, with or without pay, which must be recommended by the Director and approved by the Vice President. An approved leave of absence with pay must be for a purpose which shall serve the best interests of the system and not just the employee. A position must be available to the employee upon return from a leave of absence with pay.

b. If an employee is granted a leave of absence without pay, a position may or may not be available, at the discretion of the Vice President, to the employee upon return to service. The decision to make or not make a position available will be made prior to granting the leave of absence, and the employee will be notified of the decision. If a position is not made available, the employee's sole right is to be placed on the re-employment list in accordance with the Civil Service and Personnel Rules and Regulations.

c. If an employee is granted a leave of absence without pay and the position is held for the employee pending return to service, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA, which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for any employee paid portion of their own or their dependents' insurance benefits premiums for which they are currently enrolled in (e.g~~.~~., health insurance, vision, dental, short/long term disability and optional life insurance premiums, etc~~)~~.).

d. If an employee is granted a leave of absence without pay and the position is not held for the employee pending return to service, the employee shall be required to pay the total cost of any insurance coverage the employee desires to continue in effect during such leave.

e. All leave requested under this section which meets the criteria for leave under the Family and Medical Leave Act (FMLA) shall be documented as FMLA leave, and shall be provided in accordance with the terms and conditions of the FMLA. Use of FMLA leave does not preclude additional leave, which may be granted pursuant to this section.

15.2 Bereavement Leave

Upon notification of the death of a member of the employee's immediate family, the employee shall be granted the remainder of the day, if at work without loss of pay. The employee may also be granted an additional three (3) work days off within the next fourteen (14) calendar days, without loss of pay, as bereavement leave. For purposes of this paragraph, immediate family is defined as spouse, children, stepchildren, grandchildren, parents, stepparents, siblings, grandparents, spouses' grandparents, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, uncles, aunts, nieces, nephews, and relatives residing permanently with the employee. Should the employee be on annual leave at the time of death, the three (3) work days that would normally be granted as bereavement leave shall be charged as bereavement leave instead of annual leave.

15.3 Funeral Leave

Employees may be granted four (4) hours without loss of pay as funeral leave to attend the funeral of an active or retired JEA/SJRPP employee, unless the employee is required to maintain system integrity.

15.4 Jury Duty

An employee while serving on jury duty will be paid his/her salary for any scheduled normal straight time work hours lost, and will not be required to forfeit any compensation received for jury services. If a shift employee receives notice of jury duty and notifies his/her supervisor on his/her next workday following the receipt of notice, he/she may at his/her request be rescheduled to the day shift during his/her period of jury duty. If an employee is released from jury duty with two (2) or more hours remaining on his/her normal workday, the employee will be required to report to his/her work site on that workday. A written statement from the appropriate Court Clerk's office shall be required from the employee. The statement shall contain information as to dates and times an employee's presence was required for jury duty.

15.5 Witness Duty

If an employee is absent from work, in order to serve as a witness in a case in a court of law to which the employee is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena and where such presence is in the interest of JEA, the employee shall be granted leave with pay for those hours for which the employee is absent from work during his/her regularly scheduled working hours, provided the employee submits evidence of such service as a witness.

15.6 Voting

During elections, employees whose working hours do not permit a two (2) hour period to vote, may be granted sufficient time, without loss of pay, not to exceed two (2) hours, at the discretion of his/her supervisor, for the purpose of voting, providing the employee is registered and eligible to vote.

15.7 Leave Donations and Forfeiture

a. Employees may donate and forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to JEA employees with an FMLA qualifying illness (JEA civil service, JEA appointed, JEA temporary, JEA direct contract) who are critically ill, critically injured, or require an extended leave of absence for medical reasons~~.~~ , or to care for a family member with a serious illness. . Employees may donate and forfeit annual leave, personal leave, and retirement leave (but not compensatory leave) to JEA approved charitable organizations.

b. Donations and forfeitures to critically ill or critically injured employees or employees, with an FMLA qualifying illness, who require an extended leave of absence for medical reasons, or to care for a family member with a serious illness, shall be subject to the following requirements:

1. The critically ill or critically injured employee and employees who require an extended medical leave of absence must submit a statement of need to ~~their manager, or~~ the JEA Director ~~of~~, Employee Services or his/her designee. The employee who requires an extended medical leave of absence must include a physician's statement documenting the need for an extended medical leave of absence. ~~When the critically ill or injured employee is physically or mentally unable to personally communicate his/her statement of need, the statement of need and supporting documents may be submitted on behalf of the employee by an adult member of the employee's immediate family, as defined in 15.2, or by a person who has been designated a health care surrogate for the employee under Part II of Chapter 765, Florida Statutes, or by the employee's judicially appointed guardian. The Director of Employee Services shall determine the employee's eligibility to receive leave forfeitures~~The Director, Employee Services or his/her designee shall determine the employee's eligibility to receive leave donations in accordance with the provisions of this Section 15.7.

2. Leave forfeitures may not be made in respect of an ordinary illness, but rather may be made only in respect of a serious or major illness, hospitalization of five (5) calendar days or more, or a medical leave of absence of ten (10) calendar days or more.

3. The employee forfeiting the leave must complete the appropriate form and submit it to Employee Services.

4. The employee receiving the forfeited leave must have exhausted all other available leave, and may receive only enough forfeited leave to cover the period of the absence. Upon returning to work, the employee receiving the forfeited leave may not have a positive leave balance as a result of any forfeiture.

c. Donations or forfeitures of leave under this Section 15.7 shall be accounted for according to the dollar value of the leave, to be determined by multiplying the number of hours donated or forfeited by the hourly rate of the employee donating or forfeiting the leave.

15.8 JEA and the Union recognize the importance of our employee's families and the value of time during the birth or adoption of a child. In this spirit, the JEA will offer a parental leave plan consisting of paid time off following the birth or adoption of a child. JEA has established a policy and procedure applicable to bargaining unit members to be effective January 1, 2020 defining the Parental Leave Plan.

ARTICLE 16
HOLIDAYS

16.1 Recognized Holidays

Each employee covered by this Agreement shall be entitled to ~~twelve (12~~ thirteen (13) holidays with pay each year as follows:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day ~~–~~	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Personal Leave Day	As Mutually Agreed Upon*

~~* Personal leave day must be taken prior to the end of the fiscal year~~

* The Personal Leave Day shall be taken at the option of the employee when scheduling of such is approved by their Vice President, Director or Manager or his/her designee. If the employee fails to take the Personal Leave Day prior to the end of the fiscal year, the employee shall be paid eight (8), ten (10) or twelve (12) hours of pay in accordance with their regularly scheduled shift, at his/her rate of pay by the end of the fiscal year.

16.2 Days Observed

a. Non-Shift Workers

For non-shift workers, when a holiday falls on Saturday, the Friday prior thereto shall be considered the holiday, and when a holiday falls on Sunday, the Monday following shall be considered the holiday. If either Christmas Eve or Christmas Day falls on a Saturday or Sunday, the provisions in the City of Jacksonville Ordinance Code shall apply. For those workers on a four (4), ten (10) hour day workweek, when a holiday falls on a normal day off, the workday closest to the holiday shall be considered the holiday. When a holiday falls on a normal day off that is midway between workdays, the next scheduled workday will be the holiday.

b. Shift Workers

Shift workers will observe all holidays on the date they occur.

c. Compensation

Employees shall be compensated for holidays at their respective rates of pay for the number of hours they would have ordinarily worked on that holiday. Employees must be in paid status the entire scheduled workday preceding and following the holiday to be eligible for holiday pay.

d. Working Holidays

1. When an employee is required to work on a day observed as his/her holiday, he/she shall be compensated eight (8), ten (10), or twelve (12) hours straight time pay, dependent on work day assignment, as holiday pay. In addition, the employee shall receive one and one-half (1 1/2) times his/her straight time hourly rate for all hours worked up to eight (8), ten (10), or twelve (12) hours, and two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on the holiday over eight (8), ten (10), or twelve (12) hours.

2. Non-Shift Workers – Christmas Day

Whenever a non-shift worker is required to work on Christmas Day, but is not required to work the day normally observed as the holiday, the employee shall continue to earn holiday pay of eight (8), ten (10), or twelve (12) hours on the day normally observed as the holiday, but shall earn two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked on Christmas Day.

ARTICLE 17
INSURANCE AND BENEFITS

17.1 JEA agrees to provide, at no expense to the employee, term life insurance coverage equal to the gross salary (base salary and longevity rounded up to the nearest thousand) of the employee per year, with double indemnity for accidental death and dismemberment for those employees covered by this Agreement. The employee, at the employee's option and expense, may obtain additional term life insurance coverage, under the same policy, subject to the terms and limits of the policy, at the group rate.

17.2 JEA agrees to provide comprehensive medical insurance, for each employee, at no expense to the employee. The PEA will provide input to the JEA Insurance Committee to continuously review, and when applicable, recommend changes to the JEA group plan. Coverage for employees' dependents shall be an integral part of the group plan. JEA agrees to pay ~~fifty~~ sixty percent (~~50~~60%) of the employee's dependent coverage.

17.3 When JEA employees covered by this Agreement reach their sixty-fifth (65th) birthday, JEA shall pay one hundred percent (100%) of their Medicare supplements.

17.4 Accidental Death

a. JEA shall provide accidental death benefits (at no expense to the employee) in the amount of $100,000 payable to the beneficiary named by the employee or as otherwise provided, in the event an employee dies as a result of an accident occurring in the course of employment with JEA. This payment shall be made within fourteen (14) calendar days after occurrence.

b. In addition to the death benefit above, dependents of JEA employees who are killed in the line of duty will be entitled to the death benefits provided in the Workers' Compensation Law.

17.5 Pension

a. PEA agreed to the closure (to new employees) of the GEPP, with new hires after the effective date of October 1, 2017 being enrolled in a "DC Plan" (defined contribution plan).

b. Participants in that DC Plan will make an eight percent (8%) contribution; JEA will make a twelve percent (12%) contribution.

c. In the event any other bargaining unit participating in the DC plan (e.g. LIUNA 630, JSA, IBEW 2358, or AFSCME 429) receives any greater benefits that JEA provides to PEA (i.e. through contract negotiations, settlement, impasse proceedings, or litigation), then PEA shall receive the difference between its DC Plan benefit and that received by the other participating bargaining unit(s).

d. No benefits under the "DC Plan" shall decrease for all active, full time, enrolled unit employees.

e. JEA agrees to contribute to the employee's pension program to the extent required by applicable laws pertaining to the employee's contributory pension program.

f. No benefits under the General Employee Pension Plan ("GEPP"), the City's Defined Benefits retirement plan, shall decrease for all active, full time, enrolled unit employees, including but not limited to the DROP program, disability benefits, COLA increases, survivor benefits, and any other benefits as they exist as of the date of PEA's ratification of this CBA. The plan will be closed to any employee hired on October 1, 2017 or thereafter, unless such employee is a returning member of the City's Defined Benefit Plan who has left his/her contributions in the plan.

g. In the event any other bargaining unit participating in the General Employee Pension Plan (e.g. LIUNA 630, JSA, IBEW 2358 or AFSCME 429) receives any greater pension benefits than JEA presently provides to the PEA (i.e., through contract negotiations, settlement, impasse proceedings, or litigation) PEA shall receive the difference between its pension benefit and that received by the other participating bargaining unit(s).

17.6 The PEA may make arrangements with an insurance carrier, which will offer short-term and long term disability insurance products to all employees in the bargaining unit. Any employee electing to obtain such insurance coverage shall be responsible for the complete cost of any premiums. JEA shall permit employees to pay such premiums through payroll deduction. JEA may assess a charge not to exceed six (6) cents per deduction per payroll. If fewer than twenty-five (25) employees elect to obtain such insurance coverage during the initial enrollment period or at any time thereafter, JEA may discontinue the arrangements for such insurance coverage. The PEA, for itself and on behalf of all employees who elect to purchase insurance products offered pursuant to this Section 17.6, agrees that JEA shall not be held liable in respect of the insurance products, and JEA's sole responsibility with respect to accuracy (or inaccuracy) of any payroll deductions, or the payment (or nonpayment) of premiums, shall be limited to a refund to the affected employees of any amounts improperly deducted or paid.

17.7 JEA will provide employees eligible to retire the option to use accrued annual leave, compensatory time, personal leave, and Retirement Leave time credits to fund their Deferred Compensation Program.

a. The employee will be allowed, at his/her option, to sell accrued annual leave, compensatory time, personal leave, and retirement leave time credits up to the maximum dollar amount permitted to the extent and in the manner allowed by law for the purpose of crediting the funds to the employee's Deferred Compensation account.

b. This provision is subject to acceptance by the Plan providers of the City/JEA.

c. Employees who participate in this annual leave, compensatory time, personal leave, and retirement leave time credit sellback option shall not have less than eighty (80) hours in their annual leave, or personal leave account after the sellback. There is no minimum limit for the retirement leave account after exercising this option but only to the extent permitted under Section 457 of the Internal Revenue Code (as amended from time to time), any regulations promulgated thereto, and the provisions of the deferred compensation plan under which the employee is a participant.

17.8 Terminal Benefits

a. Upon the death of an employee, all accrued overtime, compensatory time unused annual/ personal/ retirement leave, and other terminal leave benefits to which such employee would have been entitled to receive shall be paid as follows:

1. The benefits will be paid as set forth in the employee's will;

2. If the employee has not provided for distribution of the benefits in his/her will then the benefits will be paid to the employee's surviving spouse;

3. In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares payable as follows:

a. To each of the employee's children over the age of eighteen (18) who are known to JEA.

b. To the legal guardian or representative of each of the employee's children under the age of eighteen (18) known to JEA.

4. If the employee has no children known to JEA then the benefits will be paid to the surviving parent(s) of the employee in equal shares;

5. If the employee has no surviving parents known to JEA, then the benefits will be paid to the employee's estate.

b. Upon the death of an employee on the job, JEA will make an immediate payment of two (2) month's salary in addition to all the other terminal leave benefits in the sequence indicated in section 17.8 a above. For purposes of this section, two (2) month's salary shall be calculated by multiplying 1/12 times 2080 hours times two times the employee's hourly rate of pay at the time of death. (1/12 x 2080 x 2 x hourly rate).

ARTICLE 18
ON THE JOB INJURY

18.1 Any employee serving in the first six (6) months of original employment, and is temporarily totally disabled as a result of an on-the-job injury shall receive the benefits to which he/she is entitled under the Workers' Compensation Law of the State of Florida.

18.2 Any employee who has served six (6) months of continuous/creditable and satisfactory service, and is temporarily totally disabled as a result of an on-the-job injury that is not the result of the employees' negligence or carelessness, and that could not have been avoided (as determined by the JEA Investigation Team, which shall include a PEA representative), shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefits.

a. For the first twenty (20) work days after the employee begins receiving Worker's Compensation payments, said employee shall receive supplemental pay based upon seventy-five percent (75%) of regular straight-time wages reduced by the workers' compensation indemnity payment.

b. Thereafter, based on a review every twenty (20) work days, which will consist of a qualified doctor's statement (recognized by the City of Jacksonville Worker's Compensation department) attesting to the employee's inability to perform his/her assigned work, the employee will continue to receive supplemental pay based on seventy-five percent (75%) of regular straight time wages reduced by the worker's compensation indemnity payment. Continuance of the supplemental pay shall be at management's discretion.

c. When an employee is off the payroll (not receiving supplemental pay) due to an on-the-job injury, JEA will continue to pay life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and his/her portion of the dependent medical insurance premium. The employee may elect to contribute to the pension fund amounts equal to the employee's pension contributions prior to the on-the-job injury.

d. JEA will continue to pay the premiums noted in paragraph c. above if an employee who is temporarily disabled due to an on-the-job injury receives partial wage payments from JEA. The optional life insurance premium, the employee's portion of the dependent life insurance premium, and employee's pension contribution will be deducted from the employee's wage payments.

18.3 If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of the employee's position, the employee may be temporarily reassigned in accordance with the Civil Service and Personnel Rules and Regulations (with no reduction in pay) to other duties commensurate with medical and mental fitness, availability of suitable work, and the employee's qualifications for the position.

18.4 An employee who sustains an on-the-job injury and is only receiving workers' compensation payments or has exhausted the allowable period of workers' compensation may at his/her written request, use annual leave, compensatory time, or personal leave to remain on the payroll. The amount of annual leave, compensatory time or personal leave so charged shall be the minimum amount in hourly increments to equal the difference between workers' compensation and the employee's regular pay. If the employee receives only partial salary or wage payments, the normal required employee contributions shall be deducted from the employee's partial salary or wage payments, and the employee shall continue to receive full retirement credit for the period during which workers' compensation payments are received.

18.5 a. After an employee has been on a leave of absence or light duty due to a disabling on the job injury for a period of nine (9) months, upon being certified physically and mentally fit, the employee shall be returned to the same job if:

1. the employee is capable of doing the job satisfactorily;

2. the employee would have retained the job had the employee not been injured; and

3. such work still exists.

b. If an employee who has been on a leave of absence or light duty due to a disabling on-the-job injury for a period of nine (9) months is not certified physically and mentally fit for full duty, JEA shall place the employee in a comparable job for which the employee is qualified. JEA shall offer the employee the best available job for which the employee is qualified.

ARTICLE 19
SUPPLEMENTAL PAY

19.1 Service Pay

All full- time employees of JEA, now or hereafter employed in the classifications listed in Exhibit "A" attached hereto, shall receive for each five (5) years of continuous service with JEA, computed from their respective dates of initial employment, an increase in salary of ~~$300~~325 per year for every five (5) year period of continuous service~~.~~ through year fifteen (15). Thereafter an increase in salary of $500 per year for every five (5) year period of continual service. This increase shall be in addition to any general or special raises which may be granted from time to time.

19.2 Meals

Except as provided for in Article 9.9(4)(4), PEA employees shall provide for their own meals during their scheduled work hours and overtime work hours at no expense to JEA.

19.3 Scheduled Shift Rotation

~~There shall be no shift differential compensation for any classes within the bargaining unit.~~(a) A two dollar ($2.00) schedule premium shall be paid for all regular hours actually worked on any schedule after 18:00 and prior 06:00 for work days other than Saturday or Sunday (not including callout or schedule overtime).

(b) A two dollar and fifty cents ($2.50) schedule premium shall be paid for all regular hours actually worked on any schedule after 00:00 on Saturday and prior 24:00 on Saturday and/or after 00:00 on Sunday and prior 24:00 on Sunday (not including callout or scheduled overtime).

(c) For these purposes "regular hours actually worked on any schedule" means a schedule assigned or approved by the appointed manager in advance and not, e.g., flex-time or "work from anywhere" elected by the employee.

19.4 Supervisory Differential

There shall be no supervisory differential compensation for any classes within the bargaining unit.

19.5 Standby Compensation

a. Any employee who is required by JEA to be on standby duty will receive standby compensation as provided in this Article.

b. For the purpose of this Article, an employee is on standby if the employee has been directed by their manager to carry a JEA furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

c. The standard rate of standby compensation shall be ~~forty~~seventy-five ($~~45~~75) dollars for each day the employee is on standby.

d. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

e. Any employee who fails to comply with the provisions of Section 19.5 shall not be entitled to Standby Compensation for that day, and shall be subject to discipline. Prior to Management's decision to take corrective action; the employee shall be given the opportunity to provide an explanation of circumstances.

f. Employees may, with the approval of Management, arrange substitution of standby duty among themselves; provided the substitute is, in Management's judgment, at least as well qualified as the employee scheduled by Management.

ARTICLE 20
ADMINISTRATION OF THE PAY PLAN

20.1 a. The rates of pay for classifications covered by this pay plan are shown in Exhibit A. The rates of pay for the classifications in the Unit are shown in Appendix "A" to this Agreement effective on October 1, 2022 (if the Union ratifies on or before September 20, 2022), or the payroll period commencing immediately after final ratification; October 1, 2023 and October 1, 2024.

b. Pay Range Adjustments.

1. Effective at the beginning of the pay period that includes October 1, ~~2019~~2022, October 1, ~~2020~~2023 and October 1, ~~2021~~2024 JEA will increase all pay range minimums by 2.0%.

2. Effective the beginning of the pay period that includes October 1, ~~2019,~~2022, JEA will increase all pay range maximums by 6.0%; effective the beginning of the pay period that includes October 1, ~~2020 and October 1, 2021~~2023 JEA will increase all pay range maximums by 3.~~5~~0%; and effective the beginning of the pay period that begins October 1, 2024 JEA will increase all pay range maximums by 2.0%.

c. Increases to Base Pay

1. Effective the first full pay period that includes October 1, ~~2019~~2022, JEA will provide base pay increases of 2.0% with an effective date of October 1, ~~2019~~2022.

2. Effective the first full pay period that includes October 1, ~~2020~~2023, JEA will provide base pay increases of 2.0% with an effective date of October 1, ~~2020~~2023.

3. Effective the first full pay period that includes October 1, ~~2021~~2024, JEA will provide base pay increases of 2.0% with an effective date of October 1, ~~2021~~2024.

d. One-Time Pay

~~If this contract is ratified by PEA on or before September 20, 2019, all~~All active employees ~~will~~in the bargaining unit shall receive a one-time ~~lump sum payment equal to one and one-half~~ three percent (~~1.5%) of their base hourly wage rate times 2080, less legal deductions. For purposes of this paragraph "active employees" will be those listed as active employees on JEA's payroll on the actual date of payout, and "base hourly wage rate" will be~~ 3.00%) ratification incentive payment contingent upon successful ratification by the bargaining unit on or before September 20, 2022.

~~employees' "base hourly wage rate". The actual date of payout will be as soon as administratively practical following approval by the legislative body.~~

e. Performance Pay Increases

1. Except as otherwise provided, performance pay increases shall take effect as provided for in Exhibit C. ~~he~~ The performance based increases and /or lump sum payment are as follows:

   i. FY 22/23 Performance Pay increase will be based on six percent (6%) budget paid during the first full pay period following ~~—~~City Council approval, using September 30, ~~2019~~2022, performance scores and 70 as ~~—~~a performance score threshold. The effective days of the payout will be Oct. 1, ~~—2019~~2022 or when administratively feasible.

   ~~ii. Effective October 1, 2020 or when administratively feasible a performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C.~~

   ~~iii. Effective October 1, 2021 or when administratively feasible, a performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C.~~

   ii. FY 23/24 Performance pay increases will be based on a four percent (4%) budget effective October 1, 2023 or when administratively feasible a performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistic) for the calendar months of August 2022 through July 2023 exceeds the four percent (4%) Performance Pay Increase budget, the Performance Pay Increase shall be adjusted to match the average Consumer Price Index up to a maximum budget of 7%. If the CPI-U for the South is lower than the 4% budget, the Performance Pay Increase will remain at the 4% budget and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2022 through July 2023 exceeds the seven percent (7%) budget, the additional percentage above seven percent (7%) budget increase will be paid as a one-time lump sum payment calculated using the employees regular annualized salary as of 9/30/23 and will be paid as soon as administratively feasible at the beginning of the FY 2024.

   iii. FY 24/25 Performance pay increases will be based on a three percent (3%) budget effective October 1, 2024 or when administratively feasible, a

performance based increase and/or lump sum will be paid out using the methodology outlined in Exhibit C. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South (as reported by the Bureau of Labor Statistics) for the calendar months of August 2023 through July 2024 exceeds the three percent (3%) Performance Pay Increase budget, the Performance Pay Increase shall be adjusted to match the average Consumer Price Index up to a maximum budget of 7%. If the CPI-U for the South is lower than the 3% budget, the Performance Pay Increase will remain at the 3% budget and will not be reduced. If the average Consumer Price Index for All Urban Consumers (CPI-U) for the South for the months of August 2023 through July 2024 exceeds the seven percent (7%) budget, the additional percentage above seven percent (7%) budget increase will be paid as a one-time lump sum payment calculated using the employees regular annualized salary as of 9/30/24 and will be paid as soon as administratively feasible at the beginning of the FY 2025.

iv. Performance based increases will not be granted beyond September 30, ~~2022~~2025.

2. The effective date of any performance increase shall be as provided in this Agreement, notwithstanding any Civil Service rule to the contrary.

3. The application of performance pay adjustment as provided for pursuant to Exhibit "C" is further stated in Article 20. 9 Performance Pay Increases.

4. In order to receive a performance pay increase, each employee must be on the payroll as of pay period ~~26~~20 of the previous fiscal year and continue to be on the payroll at the time of increase distribution.

    a. Employees hired on or after July 1 of the respective year will not be eligible for a performance pay increase.

20.2 New Hire Rates

An employee who is given an initial assignment into a job classification shall be paid at the minimum rate for the classification to which assigned unless:

a. The employee possesses training, education and/or experience is above minimum requirements for the classification. In that event, the appropriate Director and the Director of Employee Services may approve up to fifteen percent (15%) above the minimum salary rate for the classification; or

b. The employee possesses training, education and/or experience justifying employment at higher than fifteen percent (15%) above the minimum salary rate for the classification. In that event, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer may approve it.

20.3 JEA shall follow all applicable laws, regulations and Civil Service and Personnel Rules and Regulations, for employees desiring to return, after separation (not due to discreditable circumstances) from service.

20.4 The return to duty of an employee who left the classified service as a result of induction or call to active duty into the Armed Forces shall be governed by the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes.

20.5 Reversions

a. The release of an employee from the employee's present classification to the employee's former classification during the probationary period is not considered a demotion, if it is considered a reversion.

b. Whenever an employee reverts to a previously held classification for which the employee is qualified, the employee shall receive the same pay level which the employee received in the previously held classification prior to promotion, adjusted by the average performance pool percentage.

c. Whenever an employee reverts from an appointed position to a previously held civil service classification for which the employee is qualified, the employee shall receive the same rate of pay which the employee received in the previously held civil service classification prior to being appointed, adjusted by the average PEA performance pool percentage. Provided however, the reverting employee's pay rate shall not exceed the rate of pay they received as an appointed employee.

20.6 Demotions

a. Whenever an employee is demoted (not for cause) to a classification which the employee did not previously hold, but for which the employee is qualified, the employee shall receive the pay rate as prescribed by JEA that is less than the pay grade maximum of the lower classification and may receive up to a 10% pay reduction.

b. Whenever an employee is demoted for cause, the employee shall not be eligible for an annual pay increase and/or lump sum payment until the employee has shown to have a "meets standard" performance level for at least twelve (12) months.

20.7 Reclassifications

a. In the event of the reclassification of a position to a class, in a higher pay grade, the employee shall normally receive the same pay in that higher grade. If the employee's pay rate before reclassification is less than the higher pay grade's minimum then the employee shall be paid at the new pay grade minimum.

b. In the event of the reclassification of a position to a class which is at a lower pay grade, the employee shall normally receive the same pay within that lower grade. If the employee's pay rate before reclassification is greater than the lower pay grade maximum then the employee shall be paid at the maximum of the new pay grade.

20.8 Promotions

When an employee covered by this Agreement or an employee from another bargaining unit is promoted, as defined in the City of Jacksonville Civil Service and Personnel Rules and Regulations, to a class covered by this Agreement, the employee shall be placed at the minimum of the new paygrade for the class to which the employee is promoted, unless a higher pay rate is necessary to provide a five percent (5%) pay increase. However, the appropriate Director and the Director of Employee Services may approve a higher increase, if the employee possesses training, education, and/or experience above the minimum requirements for the classification, of up to fifteen percent (15%) above their current salary. If the employee possesses training, education and/or experience justifying employment at higher than fifteen percent (15%) above the employee's current salary, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer must also approve it.

20.9 Lateral Moves

When an employee from another bargaining unit accepts a lateral move into a class covered by this Agreement, the employee shall be placed at the minimum of the new paygrade or their current pay rate, whichever is higher. However, the appropriate Director and the Director of Employee Services may approve a higher pay, if the employee possesses training, education, and/or experience above the minimum requirements for the classification of up to fifteen percent (15%) above the grade minimum. If an increase of more than fifteen percent (15%) is requested, the appropriate Chief/General Manager/Vice President and the Chief Human Resources Officer must also approve it.

20.10 No employee will have their pay rate adjusted above the maximum of the pay range for their given classification for any reason, except if a Memorandum of Agreement provides for specific exceptions for specific situations. This applies to all Articles and Sections contained within the PEA Labor Agreement.

20.11 Performance Review & Pay Increases

a. An employee covered by this Agreement may receive pay increases, effective October 1st, for the life of this Agreement based upon performance substantiated by a written annual performance review, as defined in paragraph b below, completed by the employee's appointed manager, reviewed by the employee's Director or appropriate counterpart, and approved by the appropriate Vice President/General Manager/Chief. In the case of an employee who has been reassigned, transferred, or promoted within the PEA or has moved into the PEA during the period to be reviewed, the review shall be completed by the employee's appointed manager (or appropriate counterpart) for whom the employee is working during the period during which reviews are being conducted. In that circumstance, the reviewing appointed manager (or appropriate counterpart) shall obtain, consider, and include information received from the appointed manager(s) [or appropriate counterpart(s)] for whom the employee worked during the remaining time of the period under review. The reviewing appointed manager (or appropriate counterpart) may solicit information from any manager for whom the employee worked during the period under review, and the manager(s) shall, upon request, provide that information. The employee shall be given an opportunity to meet with the reviewing appointed manager (or appropriate counterpart) and the employee's previous appointed manager for the purpose of allowing the employee to review and respond to information received during the evaluation process. The meeting shall be held prior to the performance pay increase determination provided for in Article 20.8e. Nothing herein shall be construed as replacing or obviating the reviews conducted during an employee's probationary period. Upon satisfactory completion of the probationary period after initial appointment or promotion, the base salary of the employee will be advanced 3%.

b. The annual performance review will be a two (2) part evaluation, consisting of: Technical Performance measurement based upon an employee's Technical and Operational Job Factors and a Developmental Performance measurement based on a set of Developmental/Behavioral factors. Each of these areas will be scored separately, and then totaled. This total will represent the employee's Evaluation Total Score (ETS). To determine the employee's performance, adjustment to the ETS will be used in accordance with Exhibit C.

c. This annual performance review will be completed on each employee in the bargaining unit by November 1 of each year, to be retroactively effective on October 1 of the same year. This annual performance review is intended to satisfy in entirety the annual performance review required by the City of Jacksonville Charter, and will cover the period from October 1 to September 30 of each previous fiscal year.

d. Employees shall be given prior notification of the job performance measurement

factors, which will form the basis of the employee's annual performance review. Prior to November 1 or within a reasonable time period after job performance measurement factors are changed or added during the review period, the manager shall notify the employee in writing of the job performance measurement factors for the next annual performance review.

e. Based upon such annual performance reviews, and notwithstanding the provisions of Civil Service Rule 9, an employee may have a performance pay increase within the range of their pay grade during the life of this Agreement. Provided, however, that the amount of any performance pay increase that would place the employee's pay rate above the maximum of the grade will be given as a lump sum amount, not added to base pay. No employee's base pay rate shall exceed the maximum of the pay range.

f. Pay increases shall be determined in the following manner. All employees will be evaluated at the same time for annual pay increase purposes. A pay increase and/or lump sum payment will be determined for each employee using the employee's annual performance evaluation as indicated in 20.11 (b) and Exhibit C.

g. If an employee hires or promotes into the PEA mid-year, the following will apply:

~~1.~~ For employees hired before July 1st, but with less than 6 months of service ~~or hired after April 1 of~~for the ~~respective year~~:

i. They will receive a mid-year review with a score based on their performance.

ii. They will be eligible to receive a pro-rated payout based on the score earned as outlined in Exhibit C.

2. ~~For employees with less than 3 months of service or~~ Employees hired on or after July 1~~,~~ of the respective year will not be eligible for a performance pay increase ~~respective year:~~

~~i. They will receive a default evaluation score of 70 (no review will be completed) and their file will reflect that the "70" score is due to having less than 3 months of service at JEA.~~

~~ii. They will be eligible to receive a pro-rated payout based on a score of "70" as outlined in Exhibit C.~~

h. The evaluation process described above is intended to enable employees to achieve maximum performance and be rewarded accordingly during the life of this Agreement. This will be achieved through continuous improvement based upon guidance and direction from JEA, application and effort on the part of the employee, and open communication between JEA and the employee. The evaluation process shall include the following:

1. JEA shall provide each employee with feedback on his/her overall job performance on a periodic basis. These feedback sessions are not intended to be in the same format as the annual performance review. The feedback session shall identify areas of performance where improvement will contribute to an elevated overall performance rating, and shall identify in writing those areas of performance which are below the rating of "meets standard".

2. JEA shall, within fourteen (14) days of notifying an employee of areas of performance which are below the rating of "meets standard", meet with the employee to assure that the employee understands the deficiencies, to offer additional guidance to the employee, and to discuss steps which the employee can take to improve deficient performance. Steps proposed to improve deficient performance shall be accompanied by examples or illustrations.

3. Subparagraphs 1 and 2 above are intended to provide for performance improvement opportunities. In addition thereto, JEA will provide a similar assessment of performance whenever it becomes reasonably apparent that any employee's performance is below the rating of "meets standard". Such notification shall be provided at periodic intervals, as determined appropriate by JEA.

20. 12 Substandard Performance

a. Any employee who is eligible, but does not qualify for a performance pay increase and/or lump sum payment by receiving a total performance score of 69.9 or below will be considered to have "substandard" performance. Any employee's performance determined to be substandard shall have the opportunity for review of the evaluation in the following manner:

1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of a written performance review by which he/she has been determined to have substandard performance. The Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.

2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President**/**General Manager/Chief within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days

allowed, the Director's decision shall be final and not subject to further review through the grievance and arbitration procedures of this Agreement.

3. The Vice President General Manager/Chief shall render his/her decision within fifteen (15) calendar days.

b. Each employee determined to have substandard performance shall be given a Performance Improvement Plan ("Plan") developed by the employee's appointed manager (or appropriate counterpart). Any employee given a Plan shall have the opportunity for review of the contents of the Plan in the following manner:

1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of the Plan. The Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.

2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days allowed, the Director's decision shall be final and not subject to further review through the grievance and arbitration procedures of this Agreement.

3. The Vice President/General Manager/Chief shall render his/her decision within fifteen (15) calendar days.

c. Each employee given a Plan shall be subject to three (3) interim pass/fail evaluations on the Plan - one (1) evaluation every three (3) months for nine (9) months. The first such pass/fail evaluation shall be given three (3) months after the Plan is given to the employee. If the employee fails two (2) out of any three (3) interim evaluations, that employee will be terminated. Any employee terminated under this provision shall have the opportunity for review of the termination in the following manner:

1. The employee may file a request for review with his/her Director (or appropriate counterpart) within fifteen (15) calendar days after receipt of a written notice of termination from his/her appointed manager (or appropriate counterpart). The Director (or appropriate counterpart) shall render his/her decision within fifteen (15) calendar days.

2. If the employee is dissatisfied with the decision of his/her Director (or appropriate counterpart), or if the Director (or appropriate counterpart) fails to timely respond, the employee may file a request for review with his/her Vice President/General Manager/Chief within fifteen (15) calendar days after receipt of the Director's review decision, or within fifteen (15) calendar days from the date on which the Director's review decision was due, whichever is earlier. If the employee fails to file a request for review within the fifteen (15) calendar days allowed, the Director's decision shall be final and shall not be subject to further review through the grievance and arbitration procedures of this Agreement.

3. The Vice President General Manager/Chief shall render his/her decision within fifteen (15) calendar days.

d. Employees who are eligible, but do not qualify for a performance pay increase based upon their annual performance review will not receive a later performance pay increase for that contract year, regardless of the ratings received on interim evaluations.

e. The nine (9) month period of the Plan shall commence on the earliest of the following dates:

1. When the employee indicates acceptance of the Plan.

2. When the deadline for requesting review of the Plan has expired at any level without the employee having timely requested such review.

3. When the Vice President General Manager/Chief has rendered his/her decision.

20.13 For the purpose of this Agreement, and except as provided otherwise in this Agreement, the establishment and maintenance of the anniversary date shall be in accordance with the provisions of the Civil Service and Personnel Rules and Regulations.

20.14 The performance review provided for in this Article shall satisfy, and be considered as compliance with, the annual performance review prescribed by the City of Jacksonville Civil Service and Personnel Rules and Regulations.

20.15 Requirements for advancement and other purposes as specified in these procedures shall be based on continuous service, which is employment without a break or interruption in either a classified or unclassified position. A leave of absence with or without pay shall not break or interrupt continuous service. Leave without pay one day or more will be deducted when computing the length of service for promotions, service raises, retirements, etc. The employee's employment date will be adjusted

accordingly. Employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period military service.

20.16 Layoff Procedures:

a. Civil Service and Personnel Rules and Regulations shall apply when layoffs are required by JEA, except that any selective competition within the competitive area shall be authorized by the CEO/Managing Director.

b. The Director of Employee Services shall give the PEA President a thirty (30) calendar day notice of a pending layoff that will affect members of the PEA. This notice shall also include the competitive areas involved. The Employer shall provide job placement services to affected employees for a period of three (3) months.

20.17 JEA, at its sole discretion, may implement from time to time incentive programs for individuals or groups consisting of awards and/or cash in recognition of performance improvements, innovative ideas resulting in savings and/or benefits, or other similar improvements that are work related and can be documented and measured.

20.18 The parties understand that during the life of this Agreement, JEA may, at its option, offer a voluntary severance plan to certain classifications of PEA employees. Such a plan will be on terms proposed by JEA, and any decision to accept such a plan will be made on an individual basis by each affected employee. In the event that the execution of such a plan requires a reorganization or redeployment by JEA, the PEA will have the right to request impact bargaining to the extent provided by law.

20.19 The parties shall meet at reasonable times to discuss the mechanics and details of evaluating the performance management process, with the goal of completing and adopting a Memorandum of Understanding to effect agreed upon changes by September 30, 2023.

ARTICLE 21
GRIEVANCE PROCEDURE

21.1 It is intended that this grievance procedure will provide a means of resolving complaints at the lowest level possible, and JEA and PEA agree to work towards this end.

21.2 The purpose of this grievance procedure is to provide a method of processing grievable and arbitrable complaints involving the interpretation or application of this Agreement. It will be the exclusive procedure available to PEA employees and the parties to this Agreement for such matters. Grievances or appeals resulting from the following types of action are excluded from consideration under this Article:

a. A violation of re-employment or reinstatement priority rights appeal able under Civil Service and Personnel Rules and Regulations;

b. A position classification, or specification decision or examination dispute appeal able under Civil Service and Personnel Rules and Regulations;

c. An allegation or complaint of discrimination under Equal Employment Opportunity;

d. A fitness for duty examination;

e. Health claim decisions;

f. Injury compensation provided by insurance carriers; and

g. Other provisions where authority is vested in the Civil Service Board or higher authority.

21.3 Any employee(s) in the bargaining unit may process a grievance through this procedure without the intervention of the PEA provided:

a. The employee(s) sign a statement on the grievance form indicating that they do not want to be represented by the PEA during processing of that particular grievance;

b. The employee(s) must represent themselves or may be represented by legal counsel at their own expenses; and

c. Any requested adjustment/remedy must be consistent with the terms of the Agreement and must only apply to the individual grievant(s). A copy of any adjustment/remedy will be provided to the Union as soon as practicable afterward.

21.4 If during the processing of a grievance under this Article a question concerning the interpretation of City government policy, provision of law, or regulation of appropriate authority outside JEA cannot be resolved by the parties, the grievance will be delayed unless mutually agreed otherwise, until the questioned policy, law, or regulation has been interpreted by the proper authority.

21.5 A grievance must be taken up with JEA within twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose, or 21 days from when the occurrence reasonably should have been known. Failure of JEA to observe the time limits prescribed in each step will entitle the grievant(s) to advance the grievance to the next step of the procedure. The failure of the grievant to meet the time limits prescribed at any step of the grievance will constitute a basis for termination of the grievance by JEA, and not subject to further appeal, except to arbitration for determining the matter of timeliness of the grievance only. Time limits at any level may be extended by mutual agreement between JEA and the grievant, and shall not be unreasonably denied by either party.

21.6 Complaint Resolution: Any employee covered by this Agreement shall have the right to pursue appropriate problem resolution.

21.7 Grievance Procedure

a. Step 1 - Formal

The grievance procedure is initiated by the employee or the employee and the PEA representative submitting the grievance in writing using the mutually agreed upon grievance form (Exhibit D) along with any supporting documentation to the Director. The written grievance shall contain, in brief, enough of the details of the grievance including Article(s) and Section(s) of the Agreement involved so that the grievance may be properly identified and the corrective action desired. The Director shall, within ~~fifteen (15~~ twenty-one (21) calendar days of receipt of the grievance, meet with the employee and PEA representative or the employee to discuss the grievance. The Director shall provide his/her written decision and the reason(s) for the decision within ~~fifteen (15~~twenty-one (21) calendar days after the meeting. If such decision is not acceptable, the grievance will be forwarded to the next step.

b. Step 2 – Formal

1. If a satisfactory resolution is not reached at Step 1, the employee or the employee and the PEA representative or PEA President will forward the grievance in writing within ~~fifteen (15~~twenty-one (21) calendar days after receipt of the Step 1 decision, stating any objections to the Step 1 decision, to the Director, Labor Relations or designated representative, who shall receive the grievance on behalf of the Chief Operating Officer. The Chief Operating Officer's designated representative shall, within ~~fifteen (15~~twenty-one (21) calendar days after

receipt of the grievance, either:

i. Satisfy the grievance, or:

ii. Meet with the aggrieved employee or the employee and PEA representative /PEA President, if an employee initiated grievance;

iii. Or with the PEA President and the Vice-President, if a PEA initiated grievance.

The Chief Operating Officer's designated representative shall render a written decision within ~~fifteen (15~~twenty-one (21) calendar days after the meeting.

Note: The Chief Operating Officer's designated representative shall be a member of the Senior Leadership Team (either an Officer or a Vice-President. The Senior Leadership Team representative will not be designated to hear a grievance in his/her own group. The Chief Operating Officer's designated representative shall have full authority to render a written decision.

2. Step 2 decision, if not satisfactory, may be referred to arbitration as provided in this Agreement, within ~~fifteen (15~~twenty-one (21) calendar days after receipt of the written decision.

21.8 When a number of essentially identical grievances are submitted, the PEA may select one (1) of those grievances for processing at Step 1. The decision on the grievance selected shall be binding on the combined grievances. The names of all of the aggrieved employees will be made a part of the record of the grievance actually processed, and each grievant will be notified of the decision.

ARTICLE 22
ARBITRATION

22.1 The purpose of this Article is to provide for binding arbitration of unresolved grievances concerning the interpretation or application of this Agreement. Arbitration may only be invoked by JEA or the PEA President or designee.

22.2 In order for a grievance to be considered for arbitration, the party desiring to arbitrate must notify the other party within ~~fifteen (15~~twenty-one (21) calendar days, except where mutually extended, after receipt of the written Step 2 of Article 21 decision by serving written notice of intent to appeal. If the appeal notice is not submitted within the required time limits, the Step 2 decision will be final and binding.

22.3 Upon appeal to arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by JEA and the PEA President or designee to provide a panel of seven (7) regional arbitrators. At the same time, the issue shall be defined to the FMCS to provide for the assignment of arbitrators with experience in the matter to be adjudicated. Within fifteen (15) calendar days, except where mutually extended, after the list has been received from FMCS, the parties shall confer for the purpose of selecting the arbitrator. Each party will alternately strike names (the appealing party shall strike the first name) until one (1) arbitrator remains. Once an arbitrator has been selected, the moving party will notify the FMCS of the selection. Efforts to schedule the date for the arbitration hearing will be initiated within thirty (30) calendar days from the date of the arbitrator's acceptance of selection and receipt of proposed availability dates from the arbitrator.

22.4 The expenses and fees of the arbitrator, a special master, or mediator shall be divided equally between JEA and PEA, with each party held responsible for payment of one-half of these expenses and fees. If either party desires to have a transcript made of the hearing, such party shall bear the full cost of such transcript.

22.5 PEA employees who shall be excused from duty to participate in the arbitration proceedings without charge to leave will be the Representative, President and/or other Officer, the aggrieved employee, if employee initiated grievance; or Representative if PEA initiated grievance and PEA employee witnesses who have direct knowledge of the circumstances and factors bearing in the case.

~~22.6 The arbitrator will be requested to render his/her award within thirty (30) calendar days after the conclusion of the hearing, or the receipt of post-hearing briefs.~~ 22.6 With respect to the interpretation, enforcement, or application of the provision of the Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the

parties to this Agreement. Arbitrators shall have no power to add to, or subtract from, modify or ignore any of the terms of this Agreement.

ARTICLE 23
PEA COMMUNICATIONS

23.1 Bulletin Boards

a. The PEA shall be provided with partial use of suitable bulletin boards, including at least one (1) at each working location for the posting of information pertaining to PEA activity. JEA agrees, if the PEA requests, to provide a separate bulletin board specifically for the use of the PEA of a standard size not to exceed 4' x 4'.

b. The PEA shall be provided use of an electronic bulletin board accessible by all members of the bargaining unit.

23.2 The PEA agrees that it shall use space on the bulletin boards provided for in 23.1 for the following purposes:

a. Notices of PEA meetings;

b. Reports of PEA elections;

c. Reports of PEA committees;

d. Rulings and policies of the PEA;

e. Notices of recreational and social affairs of the PEA;

f. Notices of meeting of public boards.

g. Other notices as mutually agreed upon by JEA and the PEA President or designee.

23.3 No material, notices, announcements, or other information shall be posted which is of a political nature, derogatory, inflammatory, or disruptive to JEA's operations.

23.4 Information for posting on the electronic bulletin board shall be submitted to Labor Relations by the PEA President or designee.

ARTICLE 24
SAFETY AND TRAINING

24.1 JEA agrees to continue an aggressive employee development program to better prepare each employee for his/her present position and provide maximum preparation for promotional opportunities.

24.2 Each employee is responsible to observe the safe work practices of any and all jobs performed within JEA. If any employee is charged by JEA as being at fault in connection with any accident, and such charge is deemed unfair, this action may be taken up as a grievance, as provided in this Agreement.

24.3 Nothing contained in this Article shall be construed to impose any liability on JEA over and above the responsibility placed upon said JEA by the laws of the State of Florida pertaining to Workers' Compensation, it being the specific understanding of the parties to this Agreement that said Workers' Compensation laws govern the rights and benefits of the employees covered by this Agreement for on-the-job-injuries.

24.4 It is agreed that from time to time employees within the bargaining unit, approved by JEA, may be temporarily assigned to perform safety and training duties for the purpose of assisting with and enhancing the employee safety and training programs.

24.5 JEA will continue an aggressive supervisory/professional development program to enhance present position capabilities and promotional opportunities in accordance with local, state, and federal Equal Employment Opportunity Laws. In this regard, JEA will develop and initiate a broad range of communication, training, development and motivational programs and methods such as, but not limited to:

a. Acquisition and distribution of supervisory/professional training and development material;

b. Individualized communications;

c. Supervisory/managerial training and development programs during working hours;

d. Supervisory/professional programs such as training, program planning, operational methods, etc.;

e. Incentive recognition programs (awards or cash);

f. Special individual or group recognition; and

g. Job related, externally offered training, education and self-development programs.

24.6 Training

a. In order to enhance the utility industry education and expertise of bargaining unit employees, JEA shall from time to time provide those employees with job-related training.

~~a.~~

b. The PEA shall make recommendations to JEA concerning training-related issues, including: topics, speakers, scheduling, and participation of employees. JEA shall thereafter consider the PEA recommendations and decide all matters concerning the seminars.

ARTICLE 25
ALCOHOL AND CONTROLLED SUBSTANCE ABUSE AND TESTING

Prelude

JEA and the PEA both agree that education and communication about the JEA Employee Assistance Program (EAP) is a very important tool toward having a drug free work force. JEA will see that information about the EAP is available for employees and their families. It should be every employee's goal to help those co-workers, whom they know have some type of problem with substance abuse, to seek help through the EAP.

25.1 Definitions

a. "Drug abuse" means:

1. The use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended, not pursuant to a lawful prescription. A "lawful prescription" is defined as a prescription issued in the name of the employee by a licensed health care practitioner in full compliance with the practitioner's practice act.

2. The commission of any act prohibited by Chapter 893, Florida Statues.
3. Abusing a lawful prescription.
4. Substituting or adulterating any specimen during a drug test.
5. Refusing to submit to a drug test.
6. Drug test with positive results.

b. "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.

c. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.

d. "Reasonable belief" means an opinion which a prudent person would form based on observation and information from reliable and credible sources. Observation includes, but is not limited to sensory facts (what a person saw, heard, smelled, tasted or touched). Objective factors that should be taken into consideration in determining reasonable belief are:

1. The nature of the information;

2. The reliability of the person or source providing the information;

3. The extent of any confirmation; and,

4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable belief, but all must be examined.

e. "Substituted Specimen" means a specimen that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. (Such specimens do not exhibit the clinical signs or characteristics associated with normal human urine.)

f. "Adulterated Specimen" means a specimen with a nitrite concentration which is equal to or greater than 500mcg/mL; or the pH is less than or equal to 3, or greater than or equal to 11; or if a foreign substance is present; or if an endogenous substance (one that is normally found in human urine) is present at a concentration greater than the normal physiological concentration.

g. "Lawful Prescription Abuse" means taking prescribed drugs in greater dosages and/or more frequent intervals than specified in the prescription, or securing and simultaneously using prescriptions for the same or equivalent medication from multiple providers, or taking medications that are not prescribed for the employee, or as otherwise determined by as Medical Review Officer (MRO).

h. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.

i. "Alcohol Abuse" means

1. Using or being under the influence of alcohol or alcoholic beverages on the job.

2. Adulterating any specimen during an alcohol test.

3. Refusing to submit to an alcohol test.

4. Alcohol test with positive results.

25.2 Circumstances When Testing May Be Required

JEA may require an employee to submit to drug and/or alcohol testing under any of the following circumstances:

a. Whenever two appointed managers concur that there is a reasonable belief that an employee is using, under the influence of, or in possession of illegal drugs and/or alcohol while on duty, or that the employee is abusing illegal drugs and/or alcohol and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public and the reasons for such concurrence have been stated to a PEA Representative.

b. Whenever an employee is involved in an accident involving personal injury or property damage which could result in liability to JEA, loss or damage to JEA property, or involving a personal injury that requires treatment beyond first aid (i.e. OSHA Recordable), urine specimens will be collected from all employees directly involved in the accident and stored for future testing. Employees will also be subject to a breathalyzer test for alcohol. For purposes of this provision, an employee is considered directly involved in the accident if the employee was in a position or situation where his/her action or inaction could cause, contribute to, contribute after, or have an impact on the accident which includes any injuries (regardless of whether the employee was at the location of the accident). If the accident/damage investigation reveals that employee negligence was a cause, the negligent employee's (s') specimen(s) will be tested. All samples not tested will be destroyed within ten (10) calendar days of the accident/damage investigation team report or within twenty (20) calendar days of the accident if no investigation is held. The accident/damage investigation team shall include a PEA executive board member or designee.

c. An employee with a CDL will be tested for drugs and alcohol when they are involved in a vehicular accident that results in a fatality; or the employee receives a moving violation citation and the accident involved bodily injury requiring medical treatment away from the scene; or one or more vehicles are damaged and disabled requiring towing away from the scene.

d. Any time within one (1) year after an employee has voluntarily admitted a substance problem and entered into a Last Chance Agreement, tested positive for the presence of controlled substances taken from a lawful prescription issued to the employee's spouse or family member permanently residing with the employee, tested positive for alcohol or completed initial rehabilitation, whichever is later. (The EAP provider shall direct a letter to both JEA and to the employee establishing the date on which rehabilitation was completed.)

e. As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL" Testing), requires testing for alcohol as well as for controlled substances.)

f. As part of a random drug and alcohol testing program applicable to employees in safety sensitive positions in accordance with criteria set forth in Exhibit B, management's

designation of a position as "safety sensitive" shall be subject to appeal to the Director of Labor Relations, or designee, whose decision may be subject to arbitration. An employee who disputes the safety sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.

g. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive", as defined in Sections 112.0455(5) (m) and 440.102(1) (o) Florida Statutes, and using criteria delineated in Exhibit B.

h. JEA will provide the PEA President with a listing of PEA members designated as safety sensitive on an annual basis, and as the listing is updated.

25.3 Testing Protocols

a. Drug

1. Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines except as specifically amended herein.

2. The threshold level or cut-off limit and substances shall be as set forth below or as established by HHS and/or SAMHSA. The following levels have been established as of the effective date of this Agreement. However, the levels established by HHS and/or SAMHSA which are in effect as of the date of any given test shall govern

SCREENING THRESHOLDS

Initial test analyte	Initial test **cutoff** [1]	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA)[2]	50 ng/mL[3]	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL[3]	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine Morphine	2,000 ng/mL. 2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.

Initial test analyte	Initial test **cutoff** [1]	Confirmatory test analyte	Confirmatory test cutoff concentration
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA[4]/MDA[5]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff): Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte with the group must have a concertation equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e. equal to or greater than the laboratory's validate limit of quantification) must be equal to or greater than the initial test cutoff.
[2] An immunoassay must be calibrated with the target analyte Δ-9-tetrahydrocannabinos-9carboxylic acid (THCA).
3 Alternate technology (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analytes (i.e., 15ng/mL for THCA, 100 ng/mL for benzoylecgonine).
[4] Methylenedioxymethamphetamine (MDMA).
[5] Methlenedioxyamphetamine (MA).

1. The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
    i. The SAMHSA certified tester shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
    ii. If the results of the initial test provided for in Section 25.3 (a)(3)i are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. JEA will not be notified about the initial positive result, until it has been confirmed as provided for in this section.
    iii. If the specimen provided is unsuitable for testing due to no fault of the employee being tested, or if the chain of custody is violated, the employee will be advised of those circumstances and will be required to provide another specimen for testing. Except for low creatinine test results, and provided the employee was not at fault, an additional specimen will be required not more than one (1) additional time. Should the employee provide specimens which are neither adulterated nor substituted, but unsuitable for testing due to low creatinine levels three (3) consecutive times, the employee will be subject to a blood sample. Should an employee have legitimate, verifiable religious objection or medical reason that would prohibit a blood sample, then the Medical Review Officer (MRO) will determine the alternate testing method that will be used.
    iv. Specimens that are adulterated or substituted will be reported as a "refusal to test," and the employee will not be offered the opportunity for a test of the second sample as provided for in 4 below.

2. If the results of the confirmation test provided for in Section 25.3.c.2 are positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS guidelines shall be followed for confirmation and notification of the employee and JEA. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, JEA will reimburse the employee for the cost of the test. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, JEA may take appropriate action in accordance with this article.

5. a. Random Testing Protocol.

   i. Management will administer random drug tests to 25% of all employees who are designated as safety sensitive each year. (The 25% can be rounded up to include the nearest "whole" person.
   ii. Management will administer random alcohol tests to 10% of all employees who are designated as safety sensitive each year. (The 10% can be rounded up to include the nearest "whole" person.)
   iii. The drug and alcohol threshold levels and procedures applicable to CDL random testing shall apply to safety sensitive random testing.
   iv. Employees who are subject to CDL random testing shall not be subject to safety sensitive random testing.

   b. Alcohol

   i. Whenever an employee is required to be tested for alcohol, a breathalyzer shall normally be used. In certain cases when the breathalyzer cannot be administered, blood may be used.
   ii. The threshold level or cut-off limit shall be as set forth below or as established by Florida Statute. The following levels have been established as of the effective date of this Agreement. However, the levels established by DOT or Florida Statute, which are in effect as of the date of any given test shall govern.
   iii. Alcohol abuse shall subject the employee to disciplinary action as indicated in 25.4(b)

   c. Breath or Blood Alcohol Testing Threshold Levels for CDL's

   Department of Transportation (DOT) Regulations for Commercial Driver License Alcohol Testing

   0.020 to 0.039 – Cannot perform safety sensitive work for at least 24 hours
   0.040 to 0.079 – Cannot perform safety-sensitive work until released by a substance abuse professional.

0.08 and above – Cannot perform safety-sensitive work until released by a substance abuse professional.

d. Breath or Blood Alcohol Threshold Levels for non-CDL Testing

0.05 to 0.079 – Considered impaired with other competent evidence of impairment.
0.08 and above – Presumed to be impaired.

25.4 Disciplinary Action

a. Drug abuse shall subject the employee to the following discipline:

1. Any employee who uses a controlled substance pursuant to a prescription lawfully issued to a member of the employee's household residing with the employee shall be given a single Last Chance Agreement provided the prescription was taken for the employee's bona fide medical condition. The employee will be randomly tested 6 to 12 times during a succeeding 12-month period. Subsequent violations of the policy shall result in immediate termination from employment.
2. Drug abuse, other than described in 1 above shall result in immediate termination from employment.

b. Alcohol abuse shall subject the employee to the following discipline:

1. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.02 but less than 0.04, the employee will be subject to the provisions of the DOT CDL requirements.
2. If an employee tests positive for a breath or blood alcohol level equal to or greater than 0.04, but less than or equal to 0.05, the employee will be given a letter of "Required Action and Consequences of Noncompliance" which is not considered discipline. A second positive test in level described above will result in a Last Chance Notice, and a third positive will result in immediate termination from employment.
3. If an employee tests positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08, and there is no other competent evidence of impairment, the employee will be given a Last Chance Agreement. Any subsequent positive test producing a breath or blood alcohol level in excess of 0.05 will result in the employee being terminated from employment.
4. If an employee test positive for a breath or blood alcohol level in excess of 0.05 but less than 0.08 and there is other competent evidence of impairment, the employee will be terminated from employment.
5. If an employee tests positive for a breath or blood alcohol level at 0.08 or higher, the employee will be terminated from employment.

c. Upon investigation, any employee who refuses to submit to substance abuse or alcohol testing (including adulterating or substituting a sample) as required by this article, or who refuses to sign an authorization for the release of the records of such testing shall be considered as a refusal to submit to a drug or alcohol test and shall be terminated from employment.

25.5 Rehabilitative/Corrective Action

a. JEA may require an employee who has tested positive for the presence of alcohol or illegal drugs and to which subparagraphs 25.4.a.1 or b.1 applies, or to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit JEA's right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.
b. Any employee who is required to submit to counseling or other rehabilitative treatment as a condition of continued employment shall sign a release, authorizing the release of information to JEA sufficient to determine whether the employee can safely perform his/her job duties. The manager shall make the decision whether the employee can perform his/her job duties in conjunction with a physician associated with the rehabilitation/treatment facility. The information provided to JEA shall be limited to the following:
    1. Whether the employee has regularly attended counseling and/or treatment sessions, as directed.

    2. Whether the employee has satisfactorily participated in counseling and/or treatment sessions.

    3. Whether the employee has complied with all requests for substance abuse tests, and whether the employee has passed all of those tests.

    4. Whether the employee has admitted to using alcohol or illegal drugs subsequent to the test which resulted in the referral to counseling and/or rehabilitative treatment.

    5. Whether there is any reason to believe that the employee's return to work could result in a risk to persons or property.

    6. Whether JEA should impose any work related limitations or requirements upon the employee in the event that JEA determines to permit the employee to return to work.

c. Driving restriction for employees with CDL shall be as stipulated in the Federal Highway Administration Controlled Substance & Testing Program, 49 CFR 382, et seq. The same restriction will be used for other safety sensitive employees.

25.6 Examination and Test

a. Except as provided in paragraph 25.3(a)4, JEA will pay the cost of any test required by Section25.2. Provided, however, that in the case of alcohol testing, an employee at his/her request, will be given the opportunity for a blood alcohol test conducted at the same time at his/her own expense.

b. Urine specimens or alcohol tests required by this article will be obtained while the employee is on duty. JEA may extend the employee's duty period for the purpose of drug or alcohol testing.

c. Tests will be performed by a SAMHSA certified facility selected by JEA.

d. Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the JEA Manager, Labor Relations or his/her designee. Refusal to sign an authorization for releasing the records of such test to JEA shall be considered as refusing to submit to a drug or alcohol test. The JEA Manager, Labor Relations or his/her designee shall release relevant information contained in those records only to the employee's Vice President, Director and Manager, and to those JEA management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit JEA from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

e. JEA will, unless prohibited by law, and as otherwise provided in this agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing which JEA later determines have been refuted will be destroyed. Test results shall be considered confidential medical records unless they become part of a disciplinary action.

25.7 Training

JEA and bargaining unit members shall receive training to ensure that they understand their roles and responsibilities in implementing this article. The sufficiency or adequacy of such training shall not be grounds to challenge the validity of any reasonable belief determination or disciplinary action taken as a result of a positive drug or alcohol test, nor shall it preclude disciplinary action where otherwise appropriate.

25.8 Employer Initiation

This testing program was initiated at the request of JEA. The PEA has participated only to the extent of protecting the rights of workers arising from administration of the testing program. It is intended that JEA shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this article.

ARTICLE 26
DISCIPLINE AND DISCHARGE

26.1 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause~~, and in~~. The appointed manager will give a written "Notice of Fact Finding" form to the employee within the next twenty-one (21) calendar days worked by the employee after JEA became aware of the occurrence. This twenty-one (21) days worked period may be extended by mutual agreement. However, no ~~event until furnished with~~"Notice of Fact Finding" will be required if discipline is given within the prescribed twenty-one (21) days worked by the employee, or the extended time period as mutually agreed. This Notice shall be followed by a written statement of the charges ~~and the reason for such action. Should disciplinary action be considered, within fifteen (15~~within forty-five (45) calendar days from the date ~~the Employer became aware of the occurrence, a fact-finding meeting will be set up and~~of the notice. The employee will be notified of the findings if there are no charges. This provision cannot be exercised after 180 calendar days from the date ~~communicated to the employee. Disciplinary action will be taken within sixty (60) calendar days after the investigation is complete and any appropriate documentation is received~~of occurrence. Provided, however, that all time limits established in this ~~time limit~~section may~~,~~ at ~~Management's~~management's discretion, be extended during the pendency of a potential felony criminal investigation into an employee's conduct~~, which could impact JEA.~~. In such cases, the time limits established by this ~~Section~~section will not begin to run until all criminal investigations~~,~~ and/or prosecutions ~~and/or appeals~~ involving the employee are concluded. ~~If no action is taken within the referenced timeframe, the incident will not be subject to discipline.~~

26.2 An employee will be allowed to review their master personnel file within a reasonable length of time upon request to the Director, Employee Services. During the term of this Agreement, if any information, which is considered unfavorable and derogatory to an employee, is entered in their personnel file which deals with conditions originating during employment with JEA, the employee will be required to acknowledge receipt in writing of such information, and will be furnished a copy in order to have the opportunity to submit a written statement responding to the information (excluding copies of personnel action forms, time reports, and employee evaluation reports). The employee's acknowledgment of receipt in writing merely indicates that the employee has seen and received a copy of such derogatory or unfavorable information. The acknowledgment of receipt does not indicate that the employee agrees with such information, nor does such action indicate that the employee admits guilt for any alleged infractions stipulated. The employee's responding statement will also be entered in their personnel file. If an employee feels that any such correspondence was unjustified, he/she has the right to resort to the Grievance Procedure.

26.3 JEA will follow the principles of progressive discipline that discipline generally proceeds from a reprimand, to a suspension or reduction in pay, to demotion and/or discharge. JEA will use the company-wide guidelines for disciplinary action as contained in JEA Procedure HUMR 606, however, the parties recognize that the seriousness and circumstances surrounding an offense may warrant more or less severe discipline, depending upon all of the facts. When the situation warrants, JEA will provide counseling before implementing progressive discipline. Should changes or modifications be made to the work rules in JEA's Procedure HUMR 606, the Union will be given an opportunity to provide input prior to the changes taking place.

26.4 Unless waived by the employee, when an employee is off the payroll due to a suspension, JEA will continue to pay the life insurance and medical insurance premiums normally paid by JEA which includes JEA's portion of the dependent medical insurance premium. The employee is responsible for the optional life insurance premium and their portion of the dependent medical insurance premium.

26.5 Except as provided in this section, disciplinary entries in an employee's personnel file shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of issue. The union recognizes that the employer is required to retain copies of all disciplinary entries in order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.

ARTICLE 27
EQUAL EMPLOYMENT OPPORTUNITY

27.1 JEA and the PEA mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity irrespective of race, color, creed, national origin, religion, sex, age, and where appropriate, disability. JEA and the PEA agree to encourage all bargaining unit employees to take advantage – of self-improvement opportunities to enhance their potential for promotion and job security.

27.2 It is agreed that the PEA will participate in such activities, which are required by EEO laws and regulations and the implementation of the JEA Equal Opportunity/Equal Access Program. The PEA will advise appropriate management of dissatisfactions that do not constitute formal discrimination complaints.

27.3 It is agreed that no official of JEA or the PEA shall interfere with, restrain, coerce, intimidate, or retaliate against any employee for appearing, testifying or furnishing evidence during any investigation or hearing procedures.

27.4 When vacancies occur in positions within classifications included in the bargaining unit, JEA shall give consideration to filling the positions by promotion or transfer of current JEA employees.

ARTICLE 28
SAVINGS CLAUSE

28.1 JEA retains all rights, powers, functions and authority it has prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in this Agreement in accordance with Section 447.309, Florida Statutes.

ARTICLE 29
SEVERABILITY

29.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, JEA and the PEA will agree to negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 30
TERM, APPROVAL, AND AMENDMENTS

30.1 The Agreement, upon approval and ratification, shall become effective October 1, ~~2019~~2022 and shall remain in effect through September 30, ~~2022~~2025.

30.2 It is acknowledged that this Agreement must be approved by the membership of the PEA prior to submission for approval to and by JEA and City Council.

30.3 This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Such amendments shall, reduced to writing, state the effective date of the amendment, and be approved by JEA and PEA.

30.4 The PEA and JEA agree to begin negotiations for a successor Collective Bargaining Agreement beginning in February ~~2022~~2025. Thereafter, the parties agree to meet on a monthly basis, or as otherwise mutually agreed upon, in order to facilitate a successor Agreement prior to October 1, ~~2022~~2025.

EXHIBIT A

PEA Pay Structure FY 22/23					
~~PEA Job~~ Classification ~~Index~~Title		PG	Min	Max	
~~Job Code~~	~~Job Title~~				~~Pay Grade~~
~~1004~~	~~Accountant~~				~~610~~
~~1005~~	~~Accountant Senior~~				~~630~~
~~1006~~	~~Accounts Payable Controls Analyst~~				~~630~~
~~2299~~	~~Application Analyst Senior~~				~~650~~
~~2298~~	~~Applications Analyst~~				~~640~~
~~2297~~	~~Applications Analyst Associate~~				~~620~~
~~2224~~	~~Associate Engineer~~				~~630~~
~~2237~~	~~Associate System Operator~~				~~640~~
~~6997~~	~~Backup and Recovery Administrator Senior~~				~~650~~
~~2270~~	~~Business Analyst~~				~~630~~
~~2229~~	~~Certified System Operator*~~				~~660~~
~~2345~~	~~Communications Analyst~~				~~640~~
~~2344~~	~~Communications Analyst Associate~~				~~620~~
~~2346~~	~~Communications Analyst Senior~~				~~650~~
~~2418~~	~~Communications~~IT Services Technician Risk Management Technician	~~610~~600	$45,975.07	$67,533.02	
~~2419~~	~~Communications Technician Senior~~				~~630~~
~~2306~~	~~Construction Specialist~~				~~640~~
~~3700~~	~~Contracts Associate~~Accountant Communications Technician Contracts Associate Environmental Technician Security Analyst Associate Vegetation Management Associate	610	$50,578.94	$74,257.66	
~~2355~~	~~Corporate Applications Specialist~~				~~670~~
~~7072~~	~~Data Scientist~~				~~650~~
~~7071~~	~~Data Scientist Associate~~				~~630~~
~~7073~~	~~Data Scientist Senior~~				~~660~~
~~2342~~	~~Data Warehouse Analyst~~				~~640~~
~~2341~~	~~Data Warehouse Analyst Associate~~				~~620~~
~~2343~~	~~Data Warehouse Analyst Senior~~				~~660~~
~~2005~~	~~Data Warehouse Specialist~~				~~670~~
~~2001~~	~~Database Administrator~~				~~640~~

~~7229~~	~~Database Administrator Associate~~Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Asst Construction System Administrator Associate	620	$55,670.78	$81,709.89	

~~2410~~	~~Database Administrator Senior~~	~~660~~
~~2228~~	~~Electric Distribution Engineer~~	~~660~~
~~2230~~	~~Electric Systems Engineer~~	~~660~~
~~6739~~	~~Enterprise Architect~~	~~640~~
~~6738~~	~~Enterprise Architect Associate~~	~~620~~
~~6740~~	~~Enterprise Architect Senior~~	~~660~~
~~2423~~	~~Enterprise Architect Specialist~~	~~670~~
~~2234~~	~~Environmental Engineer~~	~~660~~
~~2221~~	~~Environmental Scientist~~	~~620~~
~~2223~~	~~Environmental Scientist Senior~~	~~640~~
~~2220~~	~~Environmental Technician~~	~~610~~
~~**Job Code**~~	~~**Job Title**~~	~~**Pay Grade**~~
~~2219~~	~~Forester~~	~~640~~
~~2160~~	~~Fuels Administrator~~	~~630~~
~~2161~~	~~Fuels Administrator Senior~~	~~650~~
~~1119~~	~~Graphic Designer~~	~~630~~
~~2412~~	~~IT Services Technician~~	~~600~~
~~2413~~	~~IT Services Technician Senior~~	~~620~~
~~2283~~	~~Market Research Analyst~~	~~630~~

~~2284~~	~~Market Research Analyst Senior~~Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	~~650~~630	$64,114.75	$96,371.81	
~~7014~~	~~Multimedia Specialist~~				~~630~~
~~2348~~	~~Network Administrator~~				~~640~~
~~2347~~	~~Network Administrator Associate~~				~~620~~
~~2349~~	~~Network Administrator Senior~~				~~650~~
~~2097~~	~~Operations Analyst~~				~~630~~

~~2159~~	~~Operations Analyst Senior~~Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester GIS Specialist Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	$72,388.99	$113,370.82	
~~2420~~	~~Oracle Engineered System Administrator~~				~~660~~
~~1054~~	~~Physical Security Analyst~~				~~630~~
~~1049~~	~~Physical Security Specialist~~				~~650~~
~~2312~~	~~Predictive Maintenance Analyst~~				~~640~~
~~6987~~	~~Problem Management Analyst Senior~~				~~650~~
~~2210~~	~~Project Administrator Assistant Construction~~				~~620~~
~~2211~~	~~Project Administrator Construction~~				~~640~~

~~2212~~	~~Project Administrator Senior Construction~~Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	$81,808.90	$123,512.90	

~~2304~~	~~Project Cost Specialist~~	~~630~~
~~2303~~	~~Project Cost Specialist Senior~~	~~650~~
~~2302~~	~~Project Scheduler~~	~~640~~
~~2300~~	~~Project Scheduler Senior~~	~~660~~
~~2003~~	~~Purchasing Agent Senior~~	~~640~~
~~2235~~	~~Quality Assurance LIMS Officer~~	~~630~~
~~2235~~	~~Quality Assurance LIMS Officer Senior~~	~~650~~
~~2340~~	~~Research Project Consultant~~	~~650~~
~~2046~~	~~Risk Management Technician~~	~~600~~
~~2043~~	~~Safety & Health Specialist~~	~~630~~
~~2351~~	~~Security Analyst~~	~~630~~
~~7228~~	~~Security Analyst Associate~~	~~620~~
~~2352~~	~~Security Analyst Senior~~	~~650~~
~~2353~~	~~Security Team Leader~~	~~660~~
~~2225~~	~~Staff Engineer~~	~~640~~
~~2415~~	~~System Administrator~~	~~640~~
~~2414~~	~~System Administrator Associate~~	~~620~~
~~2416~~	~~System Administrator Senior~~	~~650~~

~~2421~~	~~Technology Project Leader~~				~~640~~
~~Job Code~~	~~Job Title~~				~~Pay Grade~~
~~2422~~	~~Technology Project Leader Senior~~Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Adminstrator Senior Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Administrator Senior Construction Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	$90,783.26	$135,920.83	
~~2427~~	Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	$101,327.62	$152,263.49	
~~2350~~		~~Technology Team Leader~~	~~650~~		
~~2217~~* CSO Minimum rate is 46.27		~~Vegetation Management Associate~~	~~610~~		
~~2219~~		~~Vegetation Management Specialist~~	~~640~~		
~~2218~~	~~Vegetation Management Specialist Senior~~				~~650~~
~~2232~~	~~Water Wastewater Engineer~~				~~660~~

~~PEA Pay Structure 10-1-19~~			
~~Classification Title~~	~~PG~~	~~Min~~	~~Max~~
~~IT Services Technician~~ ~~Risk Management Technician~~	~~600~~	~~$43,305.60~~	~~$59,467.20~~
~~Accountant~~ ~~Communications Technician~~ ~~Contracts Associate~~ ~~Environmental Technician~~ ~~Vegetation Management Associate~~	~~610~~	~~$47,652.80~~	~~$65,395.20~~

~~Applications Analyst Associate~~ ~~Communications Analyst Associate~~ ~~Data Warehouse Analyst Associate~~ ~~Database Administrator Associate~~ ~~Enterprise Architect Associate~~ ~~Environmental Scientist~~ ~~IT Services Technician Senior~~ ~~Network Administrator Associate~~ ~~Project Administrator Assistant Construction~~ ~~Security Analyst Associate~~ ~~System Administrator Associate~~	~~620~~	~~$52,436.80~~	~~$71,947.20~~
~~Accountant Senior~~ ~~Accounts Payable Controls Analyst~~ ~~Associate Engineer~~ ~~Business Analyst~~ ~~Communications Technician Senior~~ ~~Data Scientist Associate~~ ~~Fuels Administrator~~ ~~Graphic Designer~~ ~~Market Research Analyst~~ ~~Multimedia Specialist~~ ~~Operations Analyst~~ ~~Physical Security Analyst~~ ~~Project Cost Specialist~~ ~~Quality Assurance LIMS Officer~~ ~~Safety & Health Specialist~~ ~~Security Analyst~~	~~630~~	~~$60,403.20~~	~~$84,864.00~~

~~Applications Analyst~~ ~~Associate System Operator~~ ~~Communications Analyst~~ ~~Construction Specialist~~ ~~Data Warehouse Analyst~~ ~~Database Administrator~~ ~~Enterprise Architect~~ ~~Environmental Scientist Senior~~ ~~Forester~~ ~~Network Administrator~~ ~~Operations Analyst Senior~~ ~~Predictive Maintenance Analyst~~ ~~Project Administrator Construction~~ ~~Project Scheduler~~ ~~Purchasing Agent Senior~~ ~~Staff Engineer~~ ~~System Administrator~~ ~~Technology Project Leader~~ ~~Vegetation Management Specialist~~	~~640~~	~~$68,203.20~~	~~$99,840.00~~
~~Application Analyst Senior~~ ~~Backup and Recovery Administrator Senior~~ ~~Communications Analyst Senior~~ ~~Data Scientist~~ ~~Fuels Administrator Senior~~ ~~Market Research Analyst Senior~~ ~~Network Administrator Senior~~ ~~Physical Security Specialist~~ ~~Problem Management Analyst Senior~~ ~~Project Administrator Senior~~ ~~Construction Project Cost Specialist Senior~~ ~~Quality Assurance LIMS Officer Senior~~ ~~Research Project Consultant~~ ~~Security Analyst Senior~~ ~~System Administrator Senior~~ ~~Technology Team Leader~~ ~~Vegetation Management Specialist Senior~~	~~650~~	~~$77,084.80~~	~~$108,763.20~~

~~Certified System Operator*~~ ~~Data Scientist Senior~~ ~~Data Warehouse Analyst Senior~~ ~~Database Administrator Senior~~ ~~Electric Distribution Engineer~~ ~~Electric Systems Engineer~~ ~~Enterprise Architect Senior~~ ~~Environmental Engineer~~ ~~Oracle Engineered System Administrator~~ ~~Project Scheduler Senior~~ ~~Security Team Leader~~ ~~Technology Project Leader Senior~~ ~~Water Wastewater Engineer~~	~~660~~	~~$85,529.60~~	~~$120,078.40~~
~~Corporate Applications Specialist~~ ~~Data Warehouse Specialist~~ ~~Enterprise Architect Specialist~~ ~~Technology Systems Specialist~~	~~670~~	~~$95,472.00~~	~~$134,076.80~~
~~* Note: CSO minimum rate is $43.60~~	-	-	-

Required

Job Title	PG	Min	Max
Professional Engineer	340	$~~69,430.40~~73,704.38	$~~107,764.80~~120,624.61

PEA Pay Structure FY 22/23			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	$45,975.07	$67,533.02
Accountant Communications Technician Contracts Associate Environmental Technician Security Analyst Associate Vegetation Management Associate	610	$50,578.94	$74,257.66
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Asst Construction System Administrator Associate	620	$55,670.78	$81,709.89

Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	$64,114.75	$96,371.81
Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester GIS Specialist Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	$72,388.99	$113,370.82

Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	$81,808.90	$123,512.90

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Adminstrator Senior Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Administrator Senior Construction Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	$90,783.26	$136,344.83
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	$101,327.62	$152,263.49

* CSO Minimum rate is 46.27

Redlined

Job Title	PG	Min	Max
Professional Engineer	340	$73,704.38	$120,624.61

PEA Pay Structure FY 23/24			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	$46,894.57	$69,559.01
Accountant Communications Technician Contracts Associate Environmental Technician Security Analyst Associate Vegetation Management Associate	610	$51,590.52	$76,485.39
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Asst Construction System Administrator Associate	620	$56,784.20	$84,161.18

Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	$65,397.05	$99,262.96
Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester GIS Specialist Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	$73,836.77	$116,771.94

	Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	$83,445.07	$127,218.28

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Adminstrator Senior Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Administrator Senior Construction Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	$92,598.93	$140,435.18
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	$103,354.17	$156,831.39

* Note: CSO minimum rate is $47.20

Redlined

Job Title	PG	Min	Max
Professional Engineer	340	$75,178.47	$124,243.35

PEA Pay Structure FY 24/25			
Classification Title	PG	Min	Max
IT Services Technician Risk Management Technician	600	$47,832.46	$70,950.20
Accountant Communications Technician Contracts Associate Environmental Technician Security Analyst Associate Vegetation Management Associate	610	$52,622.33	$78,015.10
Applications Analyst Associate Communications Analyst Associate Data Warehouse Analyst Associate Database Administrator Associate Enterprise Architect Associate Environmental Scientist IT Services Technician Senior Network Administrator Associate Project Administrator Asst Construction System Administrator Associate	620	$57,919.88	$85,844.41

Accountant Senior Accounts Payable Controls Analyst Associate Engineer Business Analyst Communications Technician Senior Data Scientist Associate Fuels Administrator Graphic Designer Market Research Analyst Multimedia Specialist Operations Analyst Physical Security Analyst Project Cost Specialist Quality Assurance LIMS Officer Safety & Health Specialist Security Analyst	630	$66,704.99	$101,248.22
Applications Analyst Associate System Operator Communications Analyst Construction Specialist Data Warehouse Analyst Database Administrator Enterprise Architect Environmental Scientist Senior Forester GIS Specialist Network Administrator Operations Analyst Senior Predictive Maintenance Analyst Project Scheduler Purchasing Agent Senior Staff Engineer System Administrator Technology Project Leader Vegetation Management Specialist	640	$75,313.51	$119,107.38

	Application Analyst Senior Backup and Recovery Administrator Senior Communications Analyst Senior Data Scientist Fuels Administrator Senior Market Research Analyst Senior Network Administrator Senior Physical Security Specialist Problem Management Analyst Senior Project Administrator Construction Project Cost Specialist Senior Quality Assurance LIMS Officer Senior Research Project Consultant Security Analyst Senior System Administrator Senior Technology Team Leader Vegetation Management Specialist Senior	650	$85,113.98	$129,762.65

Certified System Operator* Data Scientist Senior Data Warehouse Analyst Senior Database Adminstrator Senior Electric Systems Engineer Enterprise Architect Senior Environmental Engineer Oracle Engineered System Administrator Project Administrator Senior Construction Project Scheduler Senior Security Team Leader Technology Project Leader Senior Water Wastewater Engineer	660	$94,450.91	$143,243.88
Corporate Applications Specialist Data Warehouse Specialist Enterprise Architect Specialist Technology Systems Specialist	670	$105,421.25	$159,968.02

* Note: CSO minimum rate is $48.14

Redlined

Job Title	PG	Min	Max
Professional Engineer	340	$76,682.04	$126,728.21

EXHIBIT B

SAFETY SENSITIVE DEFINITIONS AND KEY

SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY	
ABBREVIATION DEFINITION	
HANDLES HAZARDOUS MATERIALS OR EQUIPMENT (INCLUDING GUNS & OTHER SAFETY EQUIPMENT)	TRANSPORTS, MIXES, HANDLES, USES, HAZARDOUS MATERIALS OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUID OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.
CDL LICENSE	OPERATES CDL CLASSIFIED VEHICLES
SUPERVISES CHILDREN	SUPERVISES CHILDREN OR IS RESPONSIBLE FOR THE SECURITY OF CHILDREN
OPERATES/DIRECTS LARGE EQUIPMENT	OPERATES/DIRECTS LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT
HAZARDOUS EQUIPMENT/CONDITIONS	PERFORMS HAZARDOUS/PERILOUS WORK, AND/OR WORKS WHERE THE INDIVIDUAL MAY CAUSE HARM TO HIMSELF OR OTHERS.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC
STORE ILLEGAL SUBSTANCES	HANDLES, FILES AND/OR STORES ILLEGAL SUBSTANCES.
EMERGENCY RESPONSE REQUIRED	RESPONDS UNDER EMERGENCY CONDITIONS.
SPECIAL LICENSE	THE EXISTENCE OF A SPECIAL LICENSE REQUIREMENT MAY BE USED FOR THE PURPOSE OF SUPPORTING A SAFETY-SENSITIVE DESIGNATION BUT SHALL NOT BE SUFFICIENT IN AND OF ITSELF TO REQUIRE A SAFETY-SENSITIVE DESIGNATION.

EXHIBIT C
PEA PAY PLAN
EFFECTIVE for EVALUATION PERIOD OF OCTOBER 1, ~~2019~~2022 – SEPTEMBER 30, ~~2022~~2025

Principal Elements

1. The effective date of the performance payout will be: for (a) FY ~~2019~~2023 - October 1, ~~2019~~2022, (b) for FY ~~2020~~2024- October 1 ~~2020~~2023, and (c) for FY ~~2021~~2025-Oct. 1, ~~2021~~2024

2. The performance payout will be payable on the 2nd full pay period after the City Council approves the PEA contract.

3. An employee who receives an ETS of 70 or higher may be eligible to receive a performance pay increase.

4. Performance pay increases to eligible individuals will be applied first to the base pay until the maximum of the pay range is reached with the remainder paid as a one-time lump sum payment.

~~Performance Score:~~	~~100.0-94.0~~	~~93.99-84.0~~	~~83.99-75.0~~	~~74.9-70.0~~	~~< 70.0~~
~~% Increase~~	~~4.0%~~	~~3.25%~~	~~2.5%~~	~~1.5%~~	~~0%~~

FY 22/23 Six percent (6%) budget Effective October 1, 2022					
Performance Score	100.0-94.0	93.99-84.0	83.99-75.0	74.9-70.0	< 70.0
% Increase	8.00%	6.00%	4.00%	2.00%	0%

FY 23/24 Four percent (4%) budget Effective October 1, 2023					
Performance Score	100.0-94.0	93.99-84.0	83.99-75.0	74.9-70.0	< 70.0
% Increase	5.00%	4.00%	3.00%	1.50%	0%

FY 24/25 Three percent (3%) budget Effective October 1, 2024					
Performance Score	100.0-94.0	93.99-84.0	83.99-75.0	74.9-70.0	< 70.0
% Increase	4.00%	3.25%	2.50%	1.50%	0%

Definitions

"ETS" is an individual person's evaluation total score.

"Performance Pay Increase" is the additional pay the individual may receive in annual base pay and/or the amount received as a lump sum. Does not include Companywide incentive pay, nor longevity pay.

"Base Salary" is the annual base pay salary of an individual PEA member.

Performance Measurement

Performance will be measured in two areas, Technical and Operational, and Developmental/Behavioral. Principal importance is placed on the technical factors (the individual's actual work as defined in specific job factors). To be eligible to receive a performance pay increase, the individual must have an Evaluation Total Score (ETS) of at least 70.

Technical and Operational

The weighting factor for Technical and Operational evaluation is 80. Each job factor shall be assigned a weighting according to its importance. Total available weighting shall be 100.

Scoring on each job factor:

- Exceeds Standard (ES) = 100% of designated points
- Meets Standard (MS) = 85% of designated points
- Mostly Meets Standard = 75% of designated points
- Some Improvement Needed = 65% of designated points
- Significantly Less Than 50% of Standard = 0% of designated points

*Written explanation and developmental plan are required for any job factors that are rated below "meets standard"

Developmental/Behavioral

The points for Developmental/Behavioral evaluation shall be 20. Score is determined by rating two required factors and two elective factors. Rating Scales: 5 Exceeds; 4 Meets; 2 Below

Example:	Factor	Score
	Safety (Required)	5
	Customer Satisfaction (Required)	4
	Teamwork (Elective)	4

Communication (Elective)	2
Total	15

Developmental/Behavioral Score Total Points= 15

Example Evaluation Total Score (ETS)

ETS Score

Technical	69.6
Developmental	15.0

ETS = 84.6

Exhibit D [TA 5/5/2022]
PEA Grievance Form

Instructions: Send completed form (requesting a delivery and read receipt via Message Options) to your Director, copying Director of Labor Relations, your Manager, the PEA grievance Coordinator and the PEA President.

Name: Date Submitted:

Director: Cost Center:

Date Action Grieved Occurred:

Contract Articles and Sections Grieved (list all appropriate):

Explanation of Grievance (State Facts, How did it violate Agreement):

Acceptable Remedy:

Grievant Signature_____

Director Receipt _____

Step 1 _____

Step 2 _____ Arbitration: _____

Date Resolved:

Resolution:

EXHIBIT E

EMPLOYEE RETENTION AGREEMENT

THIS EMPLOYEE PROTECTION AND RETENTION PROGRAM AGREEMENT (this "Agreement") is made effective as of the [_____] day of [_____], 2019, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville ("JEA"), and [Name] (the "Employee").

RECITALS:

WHEREAS, all JEA employees perform valuable services for the customers and citizens they serve;

WHEREAS, JEA provides a work environment which emphasizes safety and a positive culture;

WHEREAS, JEA operates in a rapidly evolving business climate to provide energy, water and wastewater utility services;

WHEREAS, the Board approves of JEA exploring strategic options to ensure that it continues to serve its customers and citizens in a cost-effective and reliable way;

WHEREAS, JEA desires to recognize the past and continued service of its employees;

WHEREAS, in recognition of the Employee obtaining performance standards that shall be individually determined and evaluated based on the Employee's proportionate contribution to JEA, JEA desires to award the Employee a retention payment subject to, and conditioned upon, the occurrence of a Recapitalization Event on the terms and conditions set forth herein; and

WHEREAS, all full time employees who are actively employed with JEA on **July 23, 2019** are eligible to receive a retention payment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, JEA and the Employee agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings given to them in this Section 1. Certain other terms are defined elsewhere in this Agreement.

(a) "Applicable Law" means any constitution, law, statute, ordinance, rule, regulation, regulatory requirement, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a federal, state, provincial or local government or other

political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision.

(b) "Board" means the Board of Directors of JEA.

(c) "Cause" means (x) in the case where the Employee has an employment agreement, consulting agreement or similar agreement in effect with JEA at the time of grant of the Retention Payment that defines a termination for "cause" (or words of like import), "cause" as defined in such agreement or (y) in the case where the Employee does not have an employment agreement, consulting agreement or similar agreement in effect with JEA at the time of grant of the Retention Payment or where there is such an agreement but it does not define "cause" (or words of like import):

(i) the Employee has been convicted of, pled guilty or no contest to or entered into a plea agreement with respect to, (A) any felony under Applicable Law or (B) any crime involving dishonesty or moral turpitude;

(ii) the Employee has engaged in (A) any willful misconduct or gross negligence or (B) any act of dishonesty, violence or threat of violence, in each case with respect to this clause (B), that would reasonably be expected to result in a material injury to the JEA Group;

(iii) the Employee willfully fails to perform the Employee's duties to the JEA Group and/or willfully fails to comply with lawful directives of the Board;

(iv) the Employee materially breaches any term of any contract to which the Employee and any member of the JEA Group is a party; or

(v) the Employee materially breaches any term of this Agreement;

provided that, with respect to clauses (iii), (iv) and (v) and if the event giving rise to the claim of Cause is curable, JEA provides written notice to the Employee of the event within thirty (30) days of JEA learning of the occurrence of such event, and such Cause event remains uncured fifteen (15) days after JEA has provided such written notice; provided further that any termination of the Employee's employment for "Cause" with respect to clause (iii), (iv) or (v) occurs no later than thirty (30) days following the expiration of such cure period.

Notwithstanding the foregoing, to the extent that this definition of "Cause" is inconsistent with an applicable definition of "cause" (or words of like import) in any applicable and lawful collective bargaining agreement or the applicable and lawful Civil Service and Personnel Rules and Regulations of the City of Jacksonville (the "Civil Service Rules"), the definition of "cause" (or words of like import) in such collective bargaining agreement or the Civil Service Rules shall control.

~~(d) Section Reserved.~~

~~(e) "Code" means the Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance issued thereunder.~~

~~(f) "Confidential Information" means information not generally known, not released pursuant to Chapter 119, Florida Statutes, or not available outside the JEA Group and information entrusted to the JEA Group in confidence by third parties, including, without limitation, all technical data, trade secrets, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the JEA Group (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers and customers, information relating to lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information. Notwithstanding the foregoing, JEA recognizes the applicability of Chapter 119, Florida Statutes.~~

~~(g) "Disability" means (i) if JEA provides long-term disability insurance to its employees generally and if JEA's long-term disability plan defines the term "disability," then the same meaning as in JEA's long-term disability plan or (ii) if JEA does not provide long-term disability insurance to its employees generally, a condition that renders the Employee unable to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment as determined by JEA's absence management vendor; provided, however, that JEA's absence management vendor has no obligation to investigate whether Disability exists unless the Employee or representative thereof puts JEA on notice within ninety (90) days after the Employee's termination of employment.~~

~~(h) "Involuntary Termination" means, with respect to the Employee, (i) a termination of the Employee's employment by any member of the JEA Group without Cause, (ii) a termination due to such Employee's death or Disability, or (iii) subject to approval by the Board, a requirement that Employee relocate their regular work location outside of a 75 mile radius (as measured from the JEA Tower, 21 West Church St., Jacksonville).~~

~~(i) "JEA Group" means JEA and its affiliates, assigns, subsidiaries and successors.~~

~~(j) "Recapitalization Event" means the closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other Applicable Law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars ($3,000,000,000) or (ii) at least fifty percent (50%) of the net depreciated property, plant and equipment value of either JEA's electric system or JEA's water and wastewater system being transferred, assigned, sold or otherwise disposed of. The "Closing Date" of a Recapitalization Event shall be the date of closing of a transaction that results~~

in either of the above two contingencies occurring, or in the case of a series of related transactions, the date of a closing of a transaction that, when combined with other prior transactions in the series, results in either of the above two contingencies.

(k) "Retention Period" means, respectively, a two (2) year period following the Recapitalization Event as follows: (i) with respect to the first Payment Installment, the period from July 23, 2019 through the Closing Date; (ii) with respect to the second Payment Installment, the period from the Closing Date through the first anniversary of the Closing Date; and (iii) with respect to the third Payment Installment, the period from the first anniversary of the Closing Date through the second anniversary of the Closing Date.

2. Agreement to Provide Retention Payment. Subject to the terms of this Agreement (including the conditions set forth below), the Employee shall be entitled to receive a cash payment in the aggregate amount of _____ which is 100% of the Employee's annual base salary that was in effect on July 23, 2019) (the "Retention Payment"). The Retention Payment shall vest in three (3) equal installments (each, a "Payment Installment") on the Closing Date, the first anniversary of the Closing Date and the second anniversary of the Closing Date (each such date, a "Vesting Date"). The Payment Installments shall be paid to the Employee as soon as reasonably practicable after each applicable Vesting Date, but in any event no later than thirty (30) days after the applicable Vesting Date. For the avoidance of doubt, in no event shall the Employee be entitled to receive any amounts in excess of the Retention Payment under this Agreement.

3. Conditions to Receipt of the Retention Payment. The Employee's right to receive the Retention Payment is conditioned on his or her execution of this Agreement and all of the following: (a) the Recapitalization Event occurring no later than December 31, 2021; (b) the Employee's continuous employment with any member of the JEA Group during the Retention Period (except as set forth herein), other than an Involuntary Termination as defined above; (c) the Employee's execution and non-revocation of a release of claims in favor of the JEA Group and the City of Jacksonville ("Release") in a form reasonably satisfactory to JEA; (d) the Employee's compliance with the covenants set forth in Section 6; and (e) satisfaction of the conditions of applicable law. If the Employee breaches or threatens to breach any of the covenants in Section 6, JEA shall not pay the Employee the Retention Payment (to the extent unpaid) and/or the Employee shall be required to promptly repay all or any portion of the Retention Payment previously paid to the Employee, as applicable. Within sixty (60) days prior to the anticipated Closing Date, JEA shall deliver the Release to the Employee and, to the extent required by Applicable Law, the Employee shall have twenty one (21) or forty five (45) days from the date the Release is delivered to the Employee to review the Release and an additional seven (7) days to revoke the Release. The Employee must have executed an irrevocable Release prior to the Closing Date to receive any portion of the Retention Payment.

4. Agreement to Provide Employee Protection. The terms of JEA Board Resolution 2019-07 are incorporated into this agreement, which such resolution requires that an invitation to negotiate or other competitive solicitation outcome must achieve, among other things, maintenance of substantially comparable employee compensation and benefits for three years. For three years following the Recapitalization Event, the Employee is guaranteed substantially comparable compensation and benefits in effect at the Closing Date ("Employee Protection Benefit"). In the event the Employee is Involuntarily Terminated as defined by Paragraph (h) before the end of the three year period, the Employee shall continue to receive the Employee Protection Benefit for the remainder of the three year period. The Employee Protection Benefit shall only apply to full-time JEA employees employed on the Closing Date, and any remedy for breach of this provision shall only be against and recovered from a successor entity to JEA.

5. Involuntary Termination. Notwithstanding the provisions of Section 3(b), if the Employee ceases to be employed with any member of the JEA Group during a Retention Period due to an Involuntary Termination, the Employee shall be eligible to receive the entire amount of the Retention Payment (to the extent unpaid) and the Payment Installments shall vest on the applicable Vesting Dates. Any amount payable pursuant to this Section 5 shall be paid to the Employee at the same time as the Payment Installments (to the extent unpaid) would have been paid had there been no termination of employment.

6. Covenants. The Employee shall comply with the following covenants:
THIS SECTION 6 IS NOT INTENDED TO USURP THE EMPLOYEE'S RIGHTS, DUTIES OR RESPONSIBILITIES AS A CITIZEN OF THE STATE OF FLORIDA; HOWEVER, THIS SECTION 6 IS INCLUDED TO ENSURE THAT JEA AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES COMPLY WITH ITS AND THEIR CONFIDENTIALITY OBLIGATIONS UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, LAWS GOVERNING THE DISCLOSURE OF MATERIAL NON-PUBLIC OR CONFIDENTIAL INFORMATION.

(a) Cooperation. While on duty, the Employee shall (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Employee, (ii) provide full support and cooperation in the best interests of the JEA Group up to and including the Closing Date, (iii) throughout the course of the Employee's employment with the JEA Group and following the Closing Date and/or the Employee's separation of service with the JEA Group, if applicable, take no action that would be considered contrary to the best interests of the JEA Group, and (iv) devote best efforts to assist the JEA Group in maximizing its performance and finalizing the Recapitalization Event and any transition related thereto. Nothing contained herein shall be construed to prohibit the Employee from engaging in lawfully protected, concerted activity or speech protected by the First Amendment.

(b) Confidentiality.

(i) *Protection of Information*. The Employee acknowledges and agrees that the confidentiality provision contained in this Section 6(b) is essential to protect JEA's goodwill, its ability to diligently serve its customers, the value of JEA's business and assets and the investor relations that JEA has expended significant resources to develop. Subject to applicable limitations of Chapter 119 and Section 215.425(5), Florida Statutes, the Employee shall keep confidential this Agreement and its terms; provided that the Employee may provide this Agreement on a confidential basis to his or her legal counsel, accountant, and/or tax advisor. In addition, at all times during the Employee's relationship with the JEA Group and thereafter, the Employee agrees to hold in strictest confidence and not disclose Confidential Information to any individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, without prior written authorization from JEA, and not to use Confidential Information, except to perform the Employee's obligations to the JEA Group, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Employee's or of others who were under confidentiality obligations as to the item or items involved. The Employee further agrees not to make any copies of Confidential Information, except as authorized in writing in advance by JEA.

(ii) *Confidential Disclosure in Reporting Violations of Law or in Court Filings*. The Employee acknowledges and JEA agrees that the Employee may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. The Employee may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

7. Tax Withholding. The JEA Group shall be entitled to make deductions from the Retention Payment in respect of any applicable income and employment tax, up to the maximum amount permitted by Applicable Law, subject to the JEA Group's normal withholding procedures.

8. Sections 409A and 457(f). This Agreement is intended to provide payments that are exempt from Sections 409A and 457(f) of the Code ("Code Sections 409A and 457(f)"), or alternatively that comply with Code Sections 409A and 457(f), and the terms of this Agreement shall be construed and administered in a manner that is exempt from or in compliance with Code

~~Sections 409A and 457(f), as appropriate. Each payment is intended to be treated as one of a series of separate payments for purposes of Code Sections 409A and 457(f). Notwithstanding anything herein to the contrary, no amendment may be made to this Agreement if it would cause this Agreement or any payment hereunder not to be in compliance with Code Sections 409A and 457(f).~~

~~**9. Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of JEA and its successors and assigns, and the term "JEA" whenever used in this Agreement shall mean and include any such successors or assigns. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee or his or her beneficiaries or legal representatives, except by will or by the laws of descent and distribution. Notwithstanding the foregoing, in the event of the death of the Employee, payments that otherwise would have been made to the Employee shall instead be made to the Employee's estate.~~

~~**10. Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, applicable to contracts to be executed and performed entirely therein, regardless of the laws of any other jurisdiction that might otherwise govern due to applicable conflicts of laws principles.~~

~~**11. Arbitration.** Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by Applicable Law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto shall be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claim. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules of Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in Duval County in the State of Florida before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten (10) years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator shall be final, conclusive, unappealable and binding on the parties. Subject to Applicable Law, the arbitration proceeding and any and all related awards, relief or findings shall be confidential, except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award. The Employee, if covered by any lawful collective bargaining agreement, shall be able to arbitrate such dispute per the rules set forth in the applicable collective bargaining agreement.~~

12. Entire Agreement; Modification. This Agreement contains the entire understanding and agreement between the parties relating to the Retention Payment and supersedes and replaces all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, by or among the parties with respect thereto (none of which remain of any force or effect). This Agreement, including this Section 12, may be modified only by agreement in writing signed by both JEA and the Employee.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts (including via facsimile or .pdf file), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

14. Waiver. Any failure of the Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA's Vice President of Human Resources (or his or her delegate). Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by the Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.

15. Survival. The provisions of this Agreement are intended to survive the Employee's termination of employment.

16. Severability. If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to Applicable Law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

17. Collective Bargaining; Civil Service Rules. If or as required, JEA shall collectively bargain this Agreement with unions representing covered bargaining unit employees of JEA. This Agreement shall not be interpreted to be inconsistent with the Civil Service Rules, as applicable.

18. Penalties. In the event that any payments under this Agreement to the Employee are subject to any excise tax, interest or penalties under the Code (the "Penalties"), the JEA Group shall pay to the Employee an amount equal to the full amount of the Penalties. Such payment is intended to place the Employee in the same economic position the Employee would have been in if the Penalties did not apply and shall be calculated in accordance with such intent. Notwithstanding anything to the contrary contained herein, the JEA Group shall not make the Employee economically whole for Penalties caused by, relating to or arising from the Employee's breach of this Agreement or the Employee's failure to comply with his or her obligations under Applicable Law.

19. Compliance with Applicable Law. No provision of this Agreement shall be deemed to violate Applicable Law and this Agreement shall be interpreted in accordance with this intent.

20. Right to Seek Legal Counsel. The Employee acknowledges that the Employee has the right to review this Agreement with legal counsel of the Employee's choosing before signing it and that he or she was encouraged and advised to consult with an attorney prior to signing it.

21. Determinations. All determinations regarding the Retention Payment, including the amount, if any, of any Payment Installment payable to the Employee, shall be made in accordance with the terms of this Agreement, and shall be final, conclusive and binding on all parties.

22. Section Headings. The section headings are included for convenience and are not intended to limit or affect the interpretation of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

JEA

By _____

Name: Aaron F. Zahn
Title: Managing Director/CEO

EMPLOYEE

_____

Name:

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INTER-OFFICE MEMORANDUM
September 12, 2022

SUBJECT:	**CORPORATE HEADQUARTERS UPDATE**
FROM:	Jay Stowe, Managing Director/CEO
TO:	JEA Board of Directors

BACKGROUND:
JEA has been planning for a new corporate headquarters (HQ) for several years to address business continuity risks while meeting our headquarters needs in a cost-effective manner. The Board approved a lease with Ryan Companies US, Inc. (Ryan) at its June 25, 2019 meeting and the lease was executed on July 9, 2019 after approval of the site purchase and sale agreement between Ryan and the City of Jacksonville. Reviews by the JEA Board and its Corporate Headquarters Committee in May 2020 resulted in approved changes to the scope of the HQ project. A lease amendment reflecting the scope changes was executed on June 23, 2020. JEA executed a third lease amendment on February 26, 2021 setting the guaranteed maximum price (GMP) for construction scope with Ryan Companies in line with the target budget established in the June 2020 lease amendment. A fourth amendment to the lease was executed on July 19, 2021 establishing a process for change orders and associated scope changes within the tenant improvement allowance funds to maintain the lease budget and GMP. A fifth amendment to the lease executed December 30, 2021 provides that JEA pay certain carry costs due to delayed tenant improvement design and construction after building core and shell completion and documents how JEA security and specialty subcontractors will work with the building management group during tenant improvement construction and post occupancy. Spring 2020 changes to the building size and scope support the decision to migrate to a flexible work model.

DISCUSSION:

Ryan achieved the core and shell completion milestone in March and is completing punch list items with review by JEA and JEA's Owner's Representatives and consultants. Tenant improvement (interiors) construction commenced in January 2022 and is currently estimated to be complete in mid-October. Limited supply chain issues for mechanical components and interior finishes have extended the estimated completion date. Further possible impacts to the schedule are being monitored closely. At present, JEA anticipates a phased move from anticipated completion early November to mid-December. JEA will focus on and test technology and security installations initially during early occupancy. The interiors will offer a variety of workspaces to support the flexible work model with a focus on collaborative work. There continues to be significant coordination between the design, construction, and project management groups.

Bench workstation installation underway on Level 6



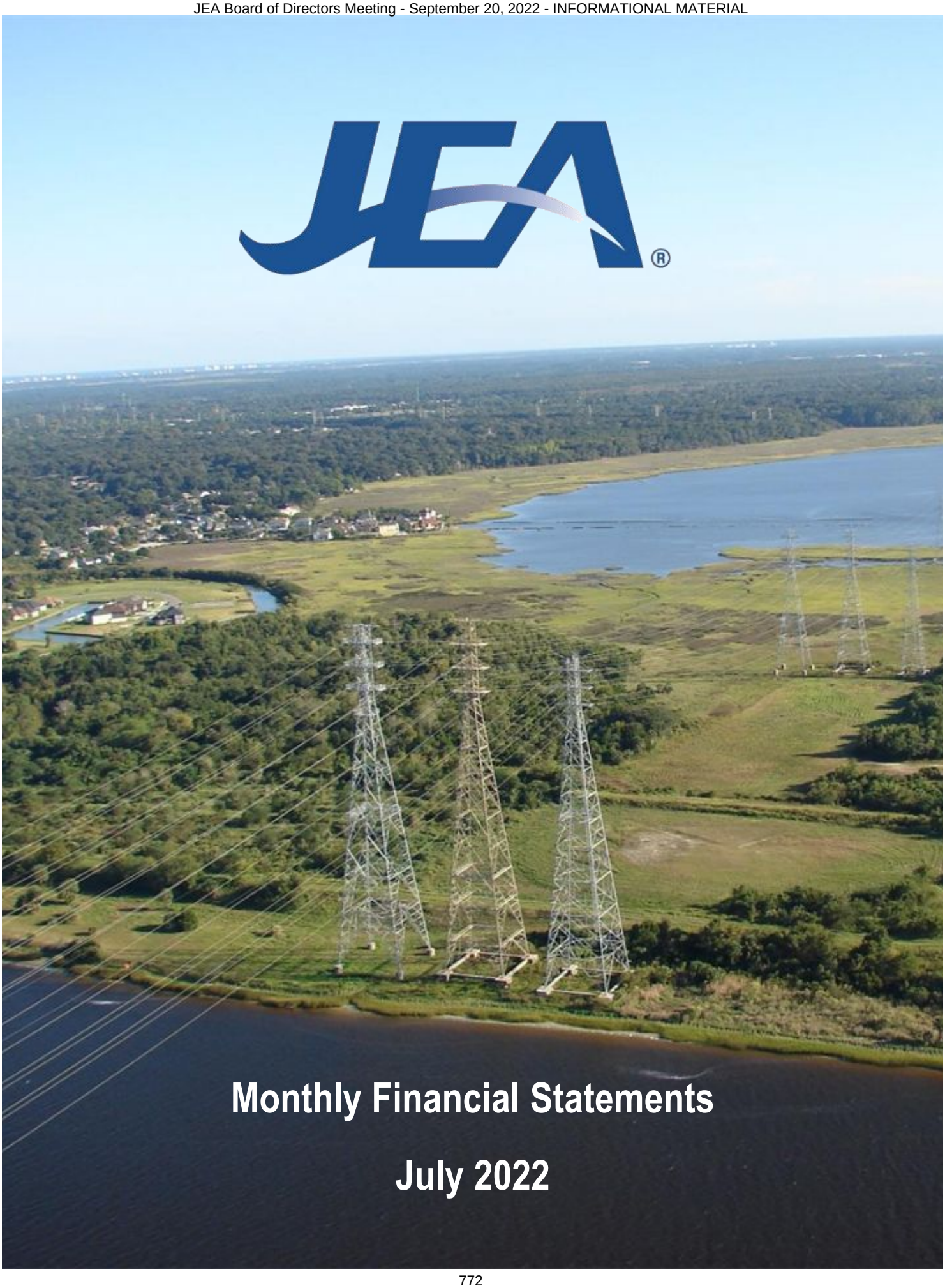
Level 7 Work Café nearing completion



RECOMMENDATION:
This is provided as information only.

Jay Stowe, Managing Director/CEO

JCS/LMD/NKV



Monthly Financial Statements

July 2022

Monthly Financial Statements

July 2022

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JEA

Statements of Net Position
(in thousands)

	July 2022 (unaudited)	September 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 269,212	$ 350,495
Investments	190	4,140
Customer accounts receivable, net of allowance ($980 and $3,155, respectively)	298,879	221,348
Inventories:		
Materials and supplies	66,839	62,796
Fuel	42,166	32,911
Other current assets	64,722	24,434
Total current assets	742,008	696,124
Noncurrent assets:		
Restricted assets:		
Cash and cash equivalents	240,560	362,618
Investments	443,567	269,820
Accounts and interest receivable	3	240
Total restricted assets	684,130	632,678
Costs to be recovered from future revenues	877,789	881,949
Hedging derivative instruments	318,129	150,453
Other assets	34,856	22,939
Total noncurrent assets	1,914,904	1,688,019
Capital assets:		
Land and easements	216,543	213,649
Plant in service	12,659,620	12,415,504
Less accumulated depreciation	(7,938,749)	(7,522,027)
Plant in service, net	4,937,414	5,107,126
Construction work in progress	447,634	369,367
Net capital assets	5,385,048	5,476,493
Total assets	8,041,960	7,860,636
Deferred outflows of resources		
Unrealized pension contributions and losses	157,296	157,296
Accumulated decrease in fair value of hedging derivatives	62,504	129,355
Unamortized deferred losses on refundings	82,777	89,729
Unrealized asset retirement obligations	42,890	37,669
Unrealized OPEB contributions and losses	7,302	7,302
Total deferred outflows of resources	352,769	421,351
Total assets and deferred outflows of resources	$ 8,394,729	$ 8,281,987

JEA

Statements of Net Position
(in thousands)

	July 2022 (unaudited)	September 2021
Liabilities		
Current liabilities:		
Accounts and accrued expenses payable	$ 162,115	$ 76,702
Customer deposits and prepayments	89,819	75,030
Billings on behalf of state and local governments	32,605	26,006
Compensation and benefits payable	13,720	13,361
City of Jacksonville payable	10,246	10,193
Asset retirement obligations	2,248	3,307
Total current liabilities	310,753	204,599
Current liabilities payable from restricted assets:		
Debt due within one year	74,070	91,535
Interest payable	34,529	51,454
Construction contracts and accounts payable	36,432	45,466
Renewal and replacement reserve	31,324	32,776
Total current liabilities payable from restricted assets	176,355	221,231
Noncurrent liabilities:		
Long-term debt:		
Debt payable, less current portion	2,762,220	2,908,175
Unamortized premium, net	175,311	194,070
Fair value of debt management strategy instruments	61,177	129,355
Total long-term debt	2,998,708	3,231,600
Net pension liability	729,569	729,569
Asset retirement obligations	40,642	34,362
Compensation and benefits payable	33,634	33,433
Net OPEB liability	5,279	5,136
Other liabilities	18,917	18,338
Total noncurrent liabilities	3,826,749	4,052,438
Total liabilities	4,313,857	4,478,268
Deferred inflows of resources		
Revenues to be used for future costs	78,339	156,814
Accumulated increase in fair value of hedging derivatives	318,183	150,453
Unrealized OPEB gains	14,725	14,725
Unrealized pension gains	14,273	14,273
Total deferred inflows of resources	425,520	336,265
Net position		
Net investment in capital assets	2,788,002	2,696,104
Restricted for:		
Capital projects	413,527	296,059
Debt service	60,952	90,423
Other purposes	26,245	44,774
Unrestricted	366,626	340,094
Total net position	3,655,352	3,467,454
Total liabilities, deferred inflows of resources, and net position	$ 8,394,729	$ 8,281,987

JEA

Statements of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited)

	Month July		Year-to-Date July	
	2022	**2021**	**2022**	**2021**
Operating revenues				
Electric - base	$ 89,811	$ 82,118	$ 712,477	$ 688,698
Electric - fuel and purchased power	77,685	46,036	484,855	324,115
Water and sewer	40,123	40,878	403,534	376,070
District energy system	867	768	6,602	6,130
Other operating revenues	3,409	2,787	134,987	30,552
Total operating revenues	211,895	172,587	1,742,455	1,425,565
Operating expenses				
Operations and maintenance:				
Maintenance and other operating expenses	35,017	33,644	365,393	305,789
Fuel	51,280	36,708	369,363	283,843
Purchased power	37,545	13,646	218,079	86,468
Depreciation	32,187	33,110	435,470	326,610
State utility and franchise taxes	8,449	6,535	64,163	57,465
Recognition of deferred costs and revenues, net	2,580	3,211	(21,439)	23,464
Total operating expenses	167,058	126,854	1,431,029	1,083,639
Operating income	44,837	45,733	311,426	341,926
Nonoperating revenues (expenses)				
Interest on debt	(8,755)	(9,496)	(93,523)	(101,724)
Earnings from The Energy Authority	3,247	785	24,935	11,239
Allowance for funds used during construction	1,438	938	10,483	7,166
Other nonoperating income, net	557	558	5,487	3,670
Investment income	903	462	(6,574)	2,471
Other interest, net	(89)	(12)	(1,183)	(8)
Total nonoperating expenses, net	(2,699)	(6,765)	(60,375)	(77,186)
Income before contributions	42,138	38,968	251,051	264,740
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(10,101)	(10,001)	(101,010)	(100,010)
Developers and other	6,473	10,945	89,428	79,177
Reduction of plant cost through contributions	(3,125)	(7,120)	(51,571)	(47,224)
Total contributions, net	(6,753)	(6,176)	(63,153)	(68,057)
Change in net position	35,385	32,792	187,898	196,683
Net position, beginning of period	3,619,967	3,387,881	3,467,454	3,223,990
Net position, end of period	$ 3,655,352	$ 3,420,673	$ 3,655,352	$ 3,420,673

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Statement of Cash Flows
(in thousands - unaudited)

	Year-to-Date July	
Operating activities	**2022**	**2021**
Receipts from customers	$ 1,499,136	$ 1,376,186
Payments to suppliers	(749,708)	(524,005)
Payments for salaries and benefits	(222,988)	(202,062)
Other operating activities	125,104	31,956
Net cash provided by operating activities	651,544	682,075
Noncapital and related financing activities		
Contribution to General Fund, City of Jacksonville, Florida	(100,910)	(99,911)
Net cash used in noncapital and related financing activities	(100,910)	(99,911)
Capital and related financing activities		
Acquisition and construction of capital assets	(347,739)	(281,429)
Defeasance of debt	(74,885)	(316,255)
Proceeds received from debt	-	166,375
Interest paid on debt	(121,035)	(129,286)
Repayment of debt principal	(91,535)	(102,700)
Capital contributions	37,857	31,954
Revolving credit agreement withdrawals (repayments)	3,000	(5,000)
Other capital financing activities	5,604	48,021
Net cash used in capital and related financing activities	(588,733)	(588,320)
Investing activities		
Proceeds from sale and maturity of investments	262,531	206,910
Purchase of investments	(443,503)	(228,048)
Distributions from The Energy Authority	11,621	1,799
Investment income	4,109	5,012
Net cash used in investing activities	(165,242)	(14,327)
Net change in cash and cash equivalents	(203,341)	(20,483)
Cash and cash equivalents at beginning of year	713,113	641,132
Cash and cash equivalents at end of period	$ 509,772	$ 620,649
Reconciliation of operating income to net cash provided by operating activities		
Operating income	$ 311,426	$ 341,926
Adjustments:		
Depreciation and amortization	435,745	327,539
Recognition of deferred costs and revenues, net	(21,439)	23,464
Other nonoperating income, net	(1,151)	65
Changes in noncash assets and noncash liabilities:		
Accounts receivable	(77,310)	(1,801)
Inventories	(13,298)	5,124
Other assets	(32,350)	4,806
Accounts and accrued expenses payable	107,146	5,598
Current liabilities payable from restricted assets	(6,503)	(4,628)
Other noncurrent liabilities and deferred inflows	(50,722)	(20,018)
Net cash provided by operating activities	$ 651,544	$ 682,075
Noncash activity		
Contribution of capital assets from developers	$ 51,571	$ 47,224
Unrealized investment fair market value changes, net	$ (11,174)	$ (2,809)

JEA
Combining Statement of Net Position
(in thousands - unaudited) July 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	$ 143,141	$ 52,102	$ -	$ 195,243	72,136	$ 1,833	$ 269,212
Investments	-	190	-	190	-	-	190
Customer accounts receivable, net of allowance ($980)	241,098	-	-	241,098	57,717	64	298,879
Inventories:							
Materials and supplies	2,301	-	-	2,301	64,538	-	66,839
Fuel	42,166	-	-	42,166	-	-	42,166
Other current assets	60,877	108	(232)	60,753	3,958	11	64,722
Total current assets	489,583	52,400	(232)	541,751	198,349	1,908	742,008
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	64,253	81,452	-	145,705	91,896	2,959	240,560
Investments	301,600	1,077	-	302,677	140,890	-	443,567
Accounts and interest receivable	-	3	-	3	-	-	3
Total restricted assets	365,853	82,532	-	448,385	232,786	2,959	684,130
Costs to be recovered from future revenues	418,793	180,895	-	599,688	278,071	30	877,789
Hedging derivative instruments	318,129	-	-	318,129	-	-	318,129
Other assets	32,534	7,050	(4,765)	34,819	37	-	34,856
Total noncurrent assets	1,135,309	270,477	(4,765)	1,401,021	510,894	2,989	1,914,904
Capital assets:							
Land and easements	127,067	6,660	-	133,727	79,765	3,051	216,543
Plant in service	6,127,699	1,316,043	-	7,443,742	5,154,577	61,301	12,659,620
Less accumulated depreciation	(3,925,857)	(1,314,130)	-	(5,239,987)	(2,664,736)	(34,026)	(7,938,749)
Plant in service, net	2,328,909	8,573	-	2,337,482	2,569,606	30,326	4,937,414
Construction work in progress	131,038	-	-	131,038	312,201	4,395	447,634
Net capital assets	2,459,947	8,573	-	2,468,520	2,881,807	34,721	5,385,048
Total assets	4,084,839	331,450	(4,997)	4,411,292	3,591,050	39,618	8,041,960
Deferred outflows of resources							
Unrealized pension contributions and losses	90,081	4,616	-	94,697	62,599	-	157,296
Accumulated decrease in fair value of hedging derivatives	51,422	-	-	51,422	11,082	-	62,504
Unamortized deferred losses on refundings	46,473	2,510	-	48,983	33,647	147	82,777
Unrealized asset retirement obligations	42,844	46	-	42,890	-	-	42,890
Unrealized OPEB contributions and losses	4,308	-	-	4,308	2,994	-	7,302
Total deferred outflows of resources	235,128	7,172	-	242,300	110,322	147	352,769
Total assets and deferred outflows of resources	$ 4,319,967	$ 338,622	$ (4,997)	$ 4,653,592	$ 3,701,372	$ 39,765	$ 8,394,729

JEA
Combining Statement of Net Position
(in thousands - unaudited) July 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	$ 124,167	$ 27,712	$ (103)	$ 151,776	$ 10,272	$ 67	$ 162,115
Customer deposits and prepayments	55,063	-	-	55,063	34,756	-	89,819
Billings on behalf of state and local governments	28,502	-	-	28,502	4,103	-	32,605
Compensation and benefits payable	9,822	-	-	9,822	3,869	29	13,720
City of Jacksonville payable	8,016	-	-	8,016	2,230	-	10,246
Asset retirement obligations	2,202	46	-	2,248	-	-	2,248
Total current liabilities	227,772	27,758	(103)	255,427	55,230	96	310,753
Current liabilities payable from restricted assets:							
Debt due within one year	47,120	15,285	-	62,405	9,850	1,815	74,070
Interest payable	16,075	2,777	-	18,852	15,272	405	34,529
Construction contracts and accounts payable	5,485	681	(129)	6,037	30,066	329	36,432
Renewal and replacement reserve	-	31,324	-	31,324	-	-	31,324
Total current liabilities payable from restricted assets	68,680	50,067	(129)	118,618	55,188	2,549	176,355
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,349,290	195,050	-	1,544,340	1,187,055	30,825	2,762,220
Unamortized premium (discount), net	91,270	133	-	91,403	83,923	(15)	175,311
Fair value of debt management strategy instruments	50,150	-	-	50,150	11,027	-	61,177
Total long-term debt	1,490,710	195,183	-	1,685,893	1,282,005	30,810	2,998,708
Net pension liability	430,446	-	-	430,446	299,123	-	729,569
Asset retirement obligations	40,642	-	-	40,642	-	-	40,642
Compensation and benefits payable	23,920	-	-	23,920	9,620	94	33,634
Net OPEB liability	3,113	-	-	3,113	2,166	-	5,279
Other liabilities	18,917	4,765	(4,765)	18,917	-	-	18,917
Total noncurrent liabilities	2,007,748	199,948	(4,765)	2,202,931	1,592,914	30,904	3,826,749
Total liabilities	2,304,200	277,773	(4,997)	2,576,976	1,703,332	33,549	4,313,857
Deferred inflows of resources							
Revenues to be used for future costs	43,988	5,094	-	49,082	29,257	-	78,339
Accumulated increase in fair value of hedging derivatives	318,128	-	-	318,128	55	-	318,183
Unrealized OPEB gains	8,688	-	-	8,688	6,037	-	14,725
Unrealized pension gains	7,355	1,807	-	9,162	5,111	-	14,273
Total deferred inflows of resources	378,159	6,901	-	385,060	40,460	-	425,520
Net position			-				
Net investment in (divestment of) capital assets	1,104,978	(11,059)	-	1,093,919	1,692,138	1,945	2,788,002
Restricted for:							
Capital projects	262,058	-	-	262,058	150,427	1,042	413,527
Debt service	38,315	12,745	-	51,060	8,380	1,512	60,952
Other purposes	(3,947)	27,574	129	23,756	2,489	-	26,245
Unrestricted	236,204	24,688	(129)	260,763	104,146	1,717	366,626
Total net position	1,637,608	53,948	-	1,691,556	1,957,580	6,216	3,655,352
Total liabilities, deferred inflows of resources, and net position	$ 4,319,967	$ 338,622	$ (4,997)	$ 4,653,592	$ 3,701,372	$ 39,765	$ 8,394,729

JEA
Combining Statement of Net Position
(in thousands) September 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	$ 222,273	$ 51,335	$ -	$ 273,608	$ 75,668	$ 1,219	$ 350,495
Investments	-	4,140	-	4,140	-	-	4,140
Customer accounts receivable, net of allowance ($3,155)	165,572	-	-	165,572	55,273	503	221,348
Inventories:							
Materials and supplies	2,248	-	-	2,248	60,548	-	62,796
Fuel	32,911	-	-	32,911	-	-	32,911
Other current assets	22,864	125	(4,279)	18,710	5,720	4	24,434
Total current assets	445,868	55,600	(4,279)	497,189	197,209	1,726	696,124
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	164,501	82,618	-	247,119	112,468	3,031	362,618
Investments	168,306	9,677	-	177,983	91,837	-	269,820
Accounts and interest receivable	-	233	-	233	7	-	240
Total restricted assets	332,807	92,528	-	425,335	204,312	3,031	632,678
Costs to be recovered from future revenues	376,214	220,155	-	596,369	285,550	30	881,949
Hedging derivative instruments	150,453	-	-	150,453	-	-	150,453
Other assets	20,335	7,051	(4,765)	22,621	318	-	22,939
Total noncurrent assets	879,809	319,734	(4,765)	1,194,778	490,180	3,061	1,688,019
Capital assets:							
Land and easements	124,836	6,660	-	131,496	79,102	3,051	213,649
Plant in service	6,007,751	1,316,043	-	7,323,794	5,030,852	60,858	12,415,504
Less accumulated depreciation	(3,643,809)	(1,313,789)	-	(4,957,598)	(2,532,588)	(31,841)	(7,522,027)
Plant in service, net	2,488,778	8,914	-	2,497,692	2,577,366	32,068	5,107,126
Construction work in progress	120,138	-	-	120,138	246,928	2,301	369,367
Net capital assets	2,608,916	8,914	-	2,617,830	2,824,294	34,369	5,476,493
Total assets	3,934,593	384,248	(9,044)	4,309,797	3,511,683	39,156	7,860,636
Deferred outflows of resources							
Unrealized pension contributions and losses	90,081	4,616	-	94,697	62,599	-	157,296
Accumulated decrease in fair value of hedging derivatives	102,752	-	-	102,752	26,603	-	129,355
Unamortized deferred losses on refundings	51,043	3,099	-	54,142	35,430	157	89,729
Unrealized asset retirement obligations	37,601	68	-	37,669	-	-	37,669
Unrealized OPEB contributions and losses	4,308	-	-	4,308	2,994	-	7,302
Total deferred outflows of resources	285,785	7,783	-	293,568	127,626	157	421,351
Total assets and deferred outflows of resources	$ 4,220,378	$ 392,031	$ (9,044)	$ 4,603,365	$ 3,639,309	$ 39,313	$ 8,281,987

JEA
Combining Statement of Net Position
(in thousands) September 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	$ 67,698	$ 517	$ (33)	$ 68,182	$ 8,418	$ 102	$ 76,702
Customer deposits and prepayments	57,354	-	-	57,354	17,676	-	75,030
Billings on behalf of state and local governments	22,218	-	-	22,218	3,788	-	26,006
Compensation and benefits payable	7,229	-	-	7,229	6,069	63	13,361
City of Jacksonville payable	7,978	-	-	7,978	2,215	-	10,193
Asset retirement obligations	3,239	68	-	3,307	-	-	3,307
Total current liabilities	165,716	585	(33)	166,268	38,166	165	204,599
Current liabilities payable from restricted assets:							
Debt due within one year	66,220	14,175	-	80,395	9,370	1,770	91,535
Interest payable	24,886	4,947	-	29,833	20,994	627	51,454
Construction contracts and accounts payable	9,226	5,732	(4,246)	10,712	33,924	830	45,466
Renewal and replacement reserve	-	32,776	-	32,776	-	-	32,776
Total current liabilities payable from restricted assets	100,332	57,630	(4,246)	153,716	64,288	3,227	221,231
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,444,040	237,590	-	1,681,630	1,196,905	29,640	2,908,175
Unamortized premium (discount), net	99,631	331	-	99,962	94,127	(19)	194,070
Fair value of debt management strategy instruments	102,752	-	-	102,752	26,603	-	129,355
Total long-term debt	1,646,423	237,921	-	1,884,344	1,317,635	29,621	3,231,600
Net pension liability	430,446	-	-	430,446	299,123	-	729,569
Asset retirement obligations	34,362	-	-	34,362	-	-	34,362
Compensation and benefits payable	23,915	-	-	23,915	9,441	77	33,433
Net OPEB liability	3,030	-	-	3,030	2,106	-	5,136
Other liabilities	18,338	4,765	(4,765)	18,338	-	-	18,338
Total noncurrent liabilities	2,156,514	242,686	(4,765)	2,394,435	1,628,305	29,698	4,052,438
Total liabilities	2,422,562	300,901	(9,044)	2,714,419	1,730,759	33,090	4,478,268
Deferred inflows of resources							
Revenues to be used for future costs	121,643	5,094	-	126,737	30,077	-	156,814
Accumulated increase in fair value of hedging derivatives	150,453	-	-	150,453	-	-	150,453
Unrealized OPEB gains	8,688	-	-	8,688	6,037	-	14,725
Unrealized pension gains	7,355	1,807	-	9,162	5,111	-	14,273
Total deferred inflows of resources	288,139	6,901	-	295,040	41,225	-	336,265
Net position							
Net investment in (divestment of) capital assets	1,089,669	(15,562)	-	1,074,107	1,619,661	2,336	2,696,104
Restricted for:							
Capital projects	184,086	-	-	184,086	111,339	634	296,059
Debt service	64,931	14,542	-	79,473	9,180	1,770	90,423
Other purposes	3,060	30,166	4,246	37,472	7,302	-	44,774
Unrestricted	167,931	55,083	(4,246)	218,768	119,843	1,483	340,094
Total net position	1,509,677	84,229	-	1,593,906	1,867,325	6,223	3,467,454
Total liabilities, deferred inflows of resources, and net position	$ 4,220,378	$ 392,031	$ (9,044)	$ 4,603,365	$ 3,639,309	$ 39,313	$ 8,281,987

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended July 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 90,608	$ -	$ -	$ 90,608	$ -	$ -	$ (797)	$ 89,811
Electric - fuel and purchased power	78,893	2,123	(2,123)	78,893	-	-	(1,208)	77,685
Water and sewer	-	-	-	-	40,168	-	(45)	40,123
District energy system	-	-	-	-	-	929	(62)	867
Other operating revenues	2,250	-	-	2,250	1,425	1	(267)	3,409
Total operating revenues	171,751	2,123	(2,123)	171,751	41,593	930	(2,379)	211,895
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	19,937	991	-	20,928	15,899	569	(2,379)	35,017
Fuel	51,280	-	-	51,280	-	-	-	51,280
Purchased power	39,668	-	(2,123)	37,545	-	-	-	37,545
Depreciation	17,749	35	-	17,784	14,187	216	-	32,187
State utility and franchise taxes	7,495	-	-	7,495	954	-	-	8,449
Recognition of deferred costs and revenues, net	(875)	1,239	-	364	2,216	-	-	2,580
Total operating expenses	135,254	2,265	(2,123)	135,396	33,256	785	(2,379)	167,058
Operating income	36,497	(142)	-	36,355	8,337	145	-	44,837
Nonoperating revenues (expenses)								
Interest on debt	(4,648)	(695)	-	(5,343)	(3,303)	(109)	-	(8,755)
Earnings from The Energy Authority	3,247	-	-	3,247	-	-	-	3,247
Allowance for funds used during construction	420	-	-	420	1,004	14	-	1,438
Other nonoperating income, net	332	22	-	354	203	-	-	557
Investment income	397	101	-	498	401	4	-	903
Other interest, net	(105)	-	-	(105)	16	-	-	(89)
Total nonoperating expenses, net	(357)	(572)	-	(929)	(1,679)	(91)	-	(2,699)
Income before contributions	36,140	(714)	-	35,426	6,658	54	-	42,138
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,879)	-	-	(7,879)	(2,222)	-	-	(10,101)
Developers and other	943	-	-	943	5,530	-	-	6,473
Reduction of plant cost through contributions	(943)	-	-	(943)	(2,182)	-	-	(3,125)
Total contributions, net	(7,879)	-	-	(7,879)	1,126	-	-	(6,753)
Change in net position	28,261	(714)	-	27,547	7,784	54	-	35,385
Net position, beginning of period	1,609,347	54,662	-	1,664,009	1,949,796	6,162	-	3,619,967
Net position, end of period	$ 1,637,608	$ 53,948	$ -	$ 1,691,556	$ 1,957,580	$ 6,216	$ -	$ 3,655,352

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended July 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 82,890	$ -	$ -	$ 82,890	$ -	$ -	$ (772)	$ 82,118
Electric - fuel and purchased power	46,748	2,222	(2,222)	46,748	-	-	(712)	46,036
Water and sewer	-	-	-	-	40,898	-	(20)	40,878
District energy system	-	-	-	-	-	802	(34)	768
Other operating revenues	1,905	-	-	1,905	1,071	(4)	(185)	2,787
Total operating revenues	131,543	2,222	(2,222)	131,543	41,969	798	(1,723)	172,587
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	18,694	1,846	-	20,540	14,418	409	(1,723)	33,644
Fuel	36,708	-	-	36,708	-	-	-	36,708
Purchased power	15,868	-	(2,222)	13,646	-	-	-	13,646
Depreciation	18,211	35	-	18,246	14,649	215	-	33,110
State utility and franchise taxes	5,607	-	-	5,607	928	-	-	6,535
Recognition of deferred costs and revenues, net	549	1,156	-	1,705	1,506	-	-	3,211
Total operating expenses	95,637	3,037	(2,222)	96,452	31,501	624	(1,723)	126,854
Operating income	35,906	(815)	-	35,091	10,468	174	-	45,733
Nonoperating revenues (expenses)								
Interest on debt	(5,045)	(815)	-	(5,860)	(3,531)	(105)	-	(9,496)
Earnings from The Energy Authority	785	-	-	785	-	-	-	785
Allowance for funds used during construction	322	-	-	322	615	1	-	938
Other nonoperating income, net	331	24	-	355	203	-	-	558
Investment income	250	9	-	259	203	-	-	462
Other interest, net	(12)	-	-	(12)	-	-	-	(12)
Total nonoperating expenses, net	(3,369)	(782)	-	(4,151)	(2,510)	(104)	-	(6,765)
Income before contributions	32,537	(1,597)	-	30,940	7,958	70	-	38,968
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,801)	-	-	(7,801)	(2,200)	-	-	(10,001)
Developers and other	434	-	-	434	10,511	-	-	10,945
Reduction of plant cost through contributions	(434)	-	-	(434)	(6,686)	-	-	(7,120)
Total contributions, net	(7,801)	-	-	(7,801)	1,625	-	-	(6,176)
Change in net position	24,736	(1,597)	-	23,139	9,583	70	-	32,792
Net position, beginning of period	1,451,600	86,801	-	1,538,401	1,843,346	6,134	-	3,387,881
Net position, end of period	$ 1,476,336	$ 85,204	$ -	$ 1,561,540	$ 1,852,929	$ 6,204	$ -	$ 3,420,673

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the ten months ended July 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 719,764	$ -	$ -	$ 719,764	$ -	$ -	$ (7,287)	$ 712,477
Electric - fuel and purchased power	493,163	49,406	(49,406)	493,163	-	-	(8,308)	484,855
Water and sewer	-	-	-	-	403,754	-	(220)	403,534
District energy system	-	-	-	-	-	6,944	(342)	6,602
Other operating revenues	119,601	228	-	119,829	17,364	8	(2,214)	134,987
Total operating revenues	1,332,528	49,634	(49,406)	1,332,756	421,118	6,952	(18,371)	1,742,455
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	191,117	33,000	-	224,117	155,798	3,849	(18,371)	365,393
Fuel	369,363	-	-	369,363	-	-	-	369,363
Purchased power	267,485	-	(49,406)	218,079	-	-	-	218,079
Depreciation	287,985	342	-	288,327	144,958	2,185	-	435,470
State utility and franchise taxes	54,833	-	-	54,833	9,330	-	-	64,163
Recognition of deferred costs and revenues, net	(70,940)	38,959	-	(31,981)	10,542	-	-	(21,439)
Total operating expenses	1,099,843	72,301	(49,406)	1,122,738	320,628	6,034	(18,371)	1,431,029
Operating income	232,685	(22,667)	-	210,018	100,490	918	-	311,426
Nonoperating revenues (expenses)								
Interest on debt	(51,079)	(8,035)	-	(59,114)	(33,369)	(1,040)	-	(93,523)
Earnings from The Energy Authority	24,935	-	-	24,935	-	-	-	24,935
Allowance for funds used during construction	2,691	-	-	2,691	7,682	110	-	10,483
Other nonoperating income, net	3,236	216	-	3,452	2,035	-	-	5,487
Investment income	(4,788)	205	-	(4,583)	(1,996)	5	-	(6,574)
Other interest, net	(961)	-	-	(961)	(222)	-	-	(1,183)
Total nonoperating expenses, net	(25,966)	(7,614)	-	(33,580)	(25,870)	(925)	-	(60,375)
Income before contributions	206,719	(30,281)	-	176,438	74,620	(7)	-	251,051
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(78,788)	-	-	(78,788)	(22,222)	-	-	(101,010)
Developers and other	4,590	-	-	4,590	84,838	-	-	89,428
Reduction of plant cost through contributions	(4,590)	-	-	(4,590)	(46,981)	-	-	(51,571)
Total contributions, net	(78,788)	-	-	(78,788)	15,635	-	-	(63,153)
Change in net position	127,931	(30,281)	-	97,650	90,255	(7)	-	187,898
Net position, beginning of year	1,509,677	84,229	-	1,593,906	1,867,325	6,223	-	3,467,454
Net position, end of period	$ 1,637,608	$ 53,948	$ -	$ 1,691,556	$ 1,957,580	$ 6,216	$ -	$ 3,655,352

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the ten months ended July 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 695,718	$ -	$ -	$ 695,718	$ -	$ -	$ (7,020)	$ 688,698
Electric - fuel and purchased power	330,514	22,196	(22,196)	330,514	-	-	(6,399)	324,115
Water and sewer	-	-	-	-	376,291	-	(221)	376,070
District energy system	-	-	-	-	-	6,400	(270)	6,130
Other operating revenues	21,040	111	-	21,151	11,246	1	(1,846)	30,552
Total operating revenues	1,047,272	22,307	(22,196)	1,047,383	387,537	6,401	(15,756)	1,425,565
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	182,085	3,777	-	185,862	132,192	3,491	(15,756)	305,789
Fuel	283,843	-	-	283,843	-	-	-	283,843
Purchased power	108,664	-	(22,196)	86,468	-	-	-	86,468
Depreciation	180,827	342	-	181,169	143,305	2,136	-	326,610
State utility and franchise taxes	48,432	-	-	48,432	9,033	-	-	57,465
Recognition of deferred costs and revenues, net	6,360	11,564	-	17,924	5,540	-	-	23,464
Total operating expenses	810,211	15,683	(22,196)	803,698	290,070	5,627	(15,756)	1,083,639
Operating income	237,061	6,624	-	243,685	97,467	774	-	341,926
Nonoperating revenues (expenses)								
Interest on debt	(55,735)	(8,151)	-	(63,886)	(36,779)	(1,059)	-	(101,724)
Earnings from The Energy Authority	11,239	-	-	11,239	-	-	-	11,239
Allowance for funds used during construction	2,481	-	-	2,481	4,676	9	-	7,166
Other nonoperating income, net	3,371	242	-	3,613	57	-	-	3,670
Investment income	1,255	110	-	1,365	1,104	2	-	2,471
Other interest, net	(28)	-	-	(28)	20	-	-	(8)
Total nonoperating expenses, net	(37,417)	(7,799)	-	(45,216)	(30,922)	(1,048)	-	(77,186)
Income before contributions	199,644	(1,175)	-	198,469	66,545	(274)	-	264,740
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(78,008)	-	-	(78,008)	(22,002)	-	-	(100,010)
Developers and other	2,357	-	-	2,357	76,820	-	-	79,177
Reduction of plant cost through contributions	(2,357)	-	-	(2,357)	(44,867)	-	-	(47,224)
Total contributions, net	(78,008)	-	-	(78,008)	9,951	-	-	(68,057)
Change in net position	121,636	(1,175)	-	120,461	76,496	(274)	-	196,683
Net position, beginning of year	1,354,700	86,379	-	1,441,079	1,776,433	6,478	-	3,223,990
Net position, end of period	$ 1,476,336	$ 85,204	$ -	$ 1,561,540	$ 1,852,929	$ 6,204	$ -	$ 3,420,673

JEA

Combining Statement of Cash Flows
(in thousands - unaudited) for the ten months ended July 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	$ 1,086,309	$ 49,629	$ (45,376)	$ 1,090,562	$ 417,348	$ 7,383	$ (16,157)	$ 1,499,136
Payments to suppliers	(694,472)	(9,292)	45,376	(658,388)	(106,403)	(3,288)	18,371	(749,708)
Payments for salaries and benefits	(156,675)	(3,000)	-	(159,675)	(62,692)	(621)	-	(222,988)
Other operating activities	106,232	314	-	106,546	20,764	8	(2,214)	125,104
Net cash provided by operating activities	341,394	37,651	-	379,045	269,017	3,482	-	651,544
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(78,710)	-	-	(78,710)	(22,200)	-	-	(100,910)
Net cash used in noncapital and related financing activities	(78,710)	-	-	(78,710)	(22,200)	-	-	(100,910)
Capital and related financing activities								
Acquisition and construction of capital assets	(142,587)	-	-	(142,587)	(202,225)	(2,927)	-	(347,739)
Defeasance of debt	(47,630)	(27,255)	-	(74,885)	-	-	-	(74,885)
Interest paid on debt	(62,917)	(9,439)	-	(72,356)	(47,431)	(1,248)	-	(121,035)
Repayment of debt principal	(66,220)	(14,175)	-	(80,395)	(9,370)	(1,770)	-	(91,535)
Capital contributions	-	-	-	-	37,857	-	-	37,857
Revolving credit agreement withdrawals	-	-	-	-	-	3,000	-	3,000
Other capital financing activities	3,958	56	-	4,014	1,590	-	-	5,604
Net cash used in capital and related financing activities	(315,396)	(50,813)	-	(366,209)	(219,579)	(2,945)	-	(588,733)
Investing activities								
Proceeds from sale and maturity of investments	173,334	26,094	-	199,428	63,103	-	-	262,531
Purchase of investments	(313,555)	(13,605)	-	(327,160)	(116,343)	-	-	(443,503)
Distributions from The Energy Authority	11,621	-	-	11,621	-	-	-	11,621
Investment income	1,932	274	-	2,206	1,898	5	-	4,109
Net cash provided by (used in) investing activities	(126,668)	12,763	-	(113,905)	(51,342)	5	-	(165,242)
Net change in cash and cash equivalents	(179,380)	(399)	-	(179,779)	(24,104)	542	-	(203,341)
Cash and cash equivalents at beginning of year	386,774	133,953	-	520,727	188,136	4,250	-	713,113
Cash and cash equivalents at end of period	$ 207,394	$ 133,554	$ -	$ 340,948	$ 164,032	$ 4,792	$ -	$ 509,772
Reconciliation of operating income to net cash provided by operating activities								
Operating income	$ 232,685	$ (22,667)	$ -	$ 210,018	$ 100,490	$ 918	$ -	$ 311,426
Adjustments:								
Depreciation and amortization	287,985	342	-	288,327	145,233	2,185	-	435,745
Recognition of deferred costs and revenues, net	(70,940)	38,959	-	(31,981)	10,542	-	-	(21,439)
Other nonoperating income, net	(929)	-	-	(929)	(222)	-	-	(1,151)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	(75,526)	223	-	(75,303)	(2,445)	438	-	(77,310)
Inventories	(9,308)	-	-	(9,308)	(3,990)	-	-	(13,298)
Other assets	(35,394)	102	-	(35,292)	2,949	(7)	-	(32,350)
Accounts and accrued expenses payable	62,978	27,195	-	90,173	17,041	(68)	-	107,146
Current liabilities payable from restricted assets	-	(6,503)	-	(6,503)	-	-	-	(6,503)
Other noncurrent liabilities and deferred inflows	(50,157)	-	-	(50,157)	(581)	16	-	(50,722)
Net cash provided by operating activities	$ 341,394	$ 37,651	$ -	$ 379,045	$ 269,017	$ 3,482	$ -	$ 651,544
Noncash activity								
Contribution of capital assets from developers	$ 4,590	$ -	$ -	$ 4,590	$ 46,981	$ -	$ -	$ 51,571
Unrealized investment fair market value changes, net	$ (6,927)	$ (61)	$ -	$ (6,988)	$ (4,186)	$ -	$ -	$ (11,174)

JEA
Combining Statement of Cash Flows
(in thousands - unaudited) for the ten months ended July 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	$ 999,882	$ 22,130	$ (22,225)	$ 999,787	$ 384,372	$ 5,937	$ (13,910)	$ 1,376,186
Payments to suppliers	(466,834)	(8,562)	22,225	(453,171)	(83,558)	(3,032)	15,756	(524,005)
Payments for salaries and benefits	(143,202)	-	-	(143,202)	(58,276)	(584)	-	(202,062)
Other operating activities	20,594	43	-	20,637	13,164	1	(1,846)	31,956
Net cash provided by operating activities	410,440	13,611	-	424,051	255,702	2,322	-	682,075
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(78,030)	-	-	(78,030)	(21,881)	-	-	(99,911)
Net cash used in noncapital and related financing activities	(78,030)	-	-	(78,030)	(21,881)	-	-	(99,911)
Capital and related financing activities								
Acquisition and construction of capital assets	(132,745)	-	-	(132,745)	(148,008)	(676)	-	(281,429)
Defeasance of debt	(164,150)	-	-	(164,150)	(152,105)	-	-	(316,255)
Proceeds received from debt	44,560	-	-	44,560	121,815	-	-	166,375
Interest paid on debt	(66,282)	(10,169)	-	(76,451)	(51,560)	(1,275)	-	(129,286)
Repayment of debt principal	(67,765)	(13,340)	-	(81,105)	(19,870)	(1,725)	-	(102,700)
Capital contributions	-	-	-	-	31,954	-	-	31,954
Revolving credit agreement repayments	-	-	-	-	(5,000)	-	-	(5,000)
Other capital financing activities	18,512	305	-	18,817	29,204	-	-	48,021
Net cash used in capital and related financing activities	(367,870)	(23,204)	-	(391,074)	(193,570)	(3,676)	-	(588,320)
Investing activities								
Proceeds from sale and maturity of investments	162,166	26,968	-	189,134	17,776	-	-	206,910
Purchase of investments	(183,635)	(27,485)	-	(211,120)	(16,928)	-	-	(228,048)
Distributions from The Energy Authority	1,799	-	-	1,799	-	-	-	1,799
Investment income	3,032	138	-	3,170	1,840	2	-	5,012
Net cash provided by (used in) investing activities	(16,638)	(379)	-	(17,017)	2,688	2	-	(14,327)
Net change in cash and cash equivalents	(52,098)	(9,972)	-	(62,070)	42,939	(1,352)	-	(20,483)
Cash and cash equivalents at beginning of year	355,876	141,132	-	497,008	138,268	5,856	-	641,132
Cash and cash equivalents at end of period	$ 303,778	$ 131,160	$ -	$ 434,938	$ 181,207	$ 4,504	$ -	$ 620,649
Reconciliation of operating income to net cash provided by operating activities								
Operating income	$ 237,061	$ 6,624	$ -	$ 243,685	$ 97,467	$ 774	$ -	$ 341,926
Adjustments:								
Depreciation and amortization	180,827	342	-	181,169	144,234	2,136	-	327,539
Recognition of deferred costs and revenues, net	6,360	11,564	-	17,924	5,540	-	-	23,464
Other nonoperating income (loss), net	17	-	-	17	48	-	-	65
Changes in noncash assets and noncash liabilities:								
Accounts receivable	(934)	(66)	-	(1,000)	(338)	(463)	-	(1,801)
Inventories	3,848	-	-	3,848	1,276	-	-	5,124
Other assets	(679)	3,935	-	3,256	1,559	(9)	-	4,806
Accounts and accrued expenses payable	12,999	(4,425)	-	8,574	(2,856)	(120)	-	5,598
Current liabilities payable from restricted assets	-	(4,628)	-	(4,628)	-	-	-	(4,628)
Other noncurrent liabilities and deferred inflows	(29,059)	265	-	(28,794)	8,772	4	-	(20,018)
Net cash provided by operating activities	$ 410,440	$ 13,611	$ -	$ 424,051	$ 255,702	$ 2,322	$ -	$ 682,075
Noncash activity								
Contribution of capital assets from developers	$ 2,357	$ -	$ -	$ 2,357	$ 44,867	$ -	$ -	$ 47,224
Unrealized investment fair market value changes, net	$ (1,796)	$ (20)	$ -	$ (1,816)	$ (993)	$ -	$ -	$ (2,809)

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Debt Service Coverage
July 2022
(unaudited)

	Month July		Year-to-Date July	
	2022	**2021**	**2022**	**2021**
Electric System				
Senior debt service coverage, (annual minimum 1.20x)	13.84 x	14.86 x	10.93 x	11.59 x
Senior and subordinated debt service coverage, (annual minimum 1.15x)	7.73 x	6.54 x	6.00 x	5.08 x
Bulk Power Supply System				
Debt service coverage, (annual minimum 1.15x)	2.61 x	1.21 x	10.30 x	1.27 x
St. Johns River Power Park, Second Resolution				
Debt service coverage, (annual minimum 1.15x)	1.14 x	1.13 x	2.52 x	1.15 x
Water and Sewer System				
Senior debt service coverage, (annual minimum 1.25x)	7.38 x	7.85 x	7.79 x	7.18 x
Senior and subordinated debt service coverage excluding capacity fees [(1)]	5.60 x	6.05 x	5.88 x	5.57 x
Senior and subordinated debt service coverage including capacity fees [(1)]	6.35 x	6.87 x	6.74 x	6.28 x
District Energy System				
Debt service coverage	1.44 x	1.56 x	1.23 x	1.16 x

[(1)] Annual minimum coverage is either 1.00x aggregate debt service and aggregate subordinated debt service (excluding capacity charges) or the sum of 1.00x aggregate debt service and 1.20x aggregate subordinated debt service (including capacity charges).

JEA
Electric System
Operating Statistics
July 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Electric revenues sales (000s omitted):						
Residential	$ 90,784	$ 64,766	40.17%	$ 597,306	$ 516,759	15.59%
Commercial	50,980	36,892	38.19%	363,330	307,601	18.12%
Industrial	24,752	17,362	42.56%	189,803	156,743	21.09%
Public street lighting	1,302	1,162	12.05%	12,245	11,489	6.58%
Electric revenues - territorial	167,818	120,182	39.64%	1,162,684	992,592	17.14%
Sales for resale - off system	72	55	30.91%	708	2,123	-66.65%
Electric revenues	167,890	120,237	39.63%	1,163,392	994,715	16.96%
Regulatory	1,611	9,401	-82.86%	49,535	33,095	49.68%
Allowance for doubtful accounts	-	-		-	(1,578)	-100.00%
Net electric revenues	169,501	129,638	30.75%	1,212,927	1,026,232	18.19%
MWh sales						
Residential	616,538	571,785	7.83%	4,588,169	4,514,700	1.63%
Commercial	396,298	386,438	2.55%	3,244,108	3,150,029	2.99%
Industrial	238,295	245,628	-2.99%	2,217,132	2,169,333	2.20%
Public street lighting	4,699	4,563	2.98%	45,799	46,200	-0.87%
Total MWh sales - territorial	1,255,830	1,208,414	3.92%	10,095,208	9,880,262	2.18%
Sales for resale - off system	530	305	73.77%	9,849	22,578	-56.38%
Total MWh sales	1,256,360	1,208,719	3.94%	10,105,057	9,902,840	2.04%
Average number of accounts						
Residential	447,755	439,109	1.97%	443,977	435,573	1.93%
Commercial	55,090	54,410	1.25%	54,844	54,110	1.36%
Industrial	198	194	2.06%	198	196	1.02%
Public street lighting	3,984	3,977	0.18%	3,989	3,974	0.38%
Total average accounts	507,027	497,690	1.88%	503,008	493,853	1.85%
Residential averages						
Revenue per account - $	202.75	147.49	37.47%	1,345.35	1,186.39	13.40%
kWh per account	1,377	1,302	5.74%	10,334	10,365	-0.30%
Revenue per kWh - ¢	14.72	11.33	30.00%	13.02	11.45	13.74%
Degree days						
Heating degree days	-	-	-	1,069	1,208	(139)
Cooling degree days	553	506	47	1,947	1,877	70
Total degree days	553	506	47	3,016	3,085	(69)
Degree days - 30 year average	544			3,085		

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Water and Sewer System
Operating Statistics
July 2022 and 2021 (unaudited)

	Month								
	Water			Sewer			Reuse		
	2022	2021	Variance	2022	2021	Variance	2022	2021	Variance
Revenues (000s omitted):									
Residential	$ 8,228	$ 8,587	-4.18%	$ 11,786	$ 13,087	-9.94%	$ 1,706	$ 1,291	32.15%
Commercial and industrial	4,166	4,332	-3.83%	9,383	10,302	-8.92%	774	692	11.85%
Irrigation	3,210	2,657	20.81%	N/A	N/A	N/A	17	26	-34.62%
Gross revenues	15,604	15,576	0.18%	21,169	23,389	-9.49%	2,497	2,009	24.29%
Rate stabilization	369	(29)	-1372.41%	500	(44)	-1236.36%	59	(3)	-2066.67%
Allowance for doubtful accounts	(12)	-		(16)	-		(2)	-	
Net revenues	$ 15,961	$ 15,547	2.66%	$ 21,653	$ 23,345	-7.25%	$ 2,554	$ 2,006	27.32%
Kgal sales (000s omitted)									
Residential	1,537,619	1,601,726	-4.00%	1,287,862	1,416,128	-9.06%	289,634	201,891	43.46%
Commercial and industrial	1,296,099	1,352,387	-4.16%	1,031,876	1,174,028	-12.11%	167,513	149,175	12.29%
Irrigation	567,564	417,778	35.85%	N/A	N/A	N/A	68,888	110,936	-37.90%
Total kgals sales	3,401,282	3,371,891	0.87%	2,319,738	2,590,156	-10.44%	526,035	462,002	13.86%
Average number of accounts:									
Residential	321,397	311,453	3.19%	287,443	277,761	3.49%	22,698	19,718	15.11%
Commercial and industrial	27,087	26,662	1.59%	19,246	18,952	1.55%	850	761	11.70%
Irrigation	38,401	38,133	0.70%	N/A	N/A	N/A	43	42	2.38%
Total average accounts	386,885	376,248	2.83%	306,689	296,713	3.36%	23,591	20,521	14.96%
Residential averages:									
Revenue per account - $	25.60	27.57	-7.15%	41.00	47.12	-12.99%	75.16	65.47	14.80%
Kgals per account	4.78	5.14	-7.00%	4.48	5.10	-12.16%	12.76	10.24	24.61%
Revenue per kgals - $	5.35	5.36	-0.19%	9.15	9.24	-0.97%	5.89	6.39	-7.82%

	Year-to-Date								
	Water			Sewer			Reuse		
	2022	2021	Variance	2022	2021	Variance	2022	2021	Variance
Revenues (000s omitted):									
Residential	$ 87,092	$ 83,450	4.36%	$ 130,961	$ 127,105	3.03%	$ 14,604	$ 12,115	20.54%
Commercial and industrial	40,810	39,337	3.74%	94,564	92,108	2.67%	5,911	4,716	25.34%
Irrigation	28,827	26,219	9.95%	N/A	N/A	N/A	203	241	-15.77%
Gross revenues	156,729	149,006	5.18%	225,525	219,213	2.88%	20,718	17,072	21.36%
Rate stabilization	309	(3,250)	-109.51%	445	(4,742)	-109.38%	66	(366)	-118.03%
Allowance for doubtful accounts	(15)	(244)	-93.85%	(21)	(372)	-94.35%	(2)	(26)	-92.31%
Net revenues	$ 157,023	$ 145,512	7.91%	$ 225,949	$ 214,099	5.53%	$ 20,782	$ 16,680	24.59%
Kgal sales (000s omitted)									
Residential	15,957,311	15,364,960	3.86%	13,971,027	13,454,260	3.84%	2,376,860	1,891,718	25.65%
Commercial and industrial	11,764,351	11,289,165	4.21%	10,220,083	9,901,000	3.22%	1,253,147	988,226	26.81%
Irrigation	4,794,403	4,177,568	14.77%	N/A	N/A	N/A	627,165	847,779	-26.02%
Total kgals sales	32,516,065	30,831,693	5.46%	24,191,110	23,355,260	3.58%	4,257,172	3,727,723	14.20%
Average number of accounts:									
Residential	317,478	307,783	3.15%	283,594	274,203	3.42%	21,511	18,703	15.01%
Commercial and industrial	26,901	26,481	1.59%	19,122	18,822	1.59%	809	726	11.43%
Irrigation	38,224	37,883	0.90%	N/A	N/A	N/A	43	41	4.88%
Total average accounts	382,603	372,147	2.81%	302,716	293,025	3.31%	22,363	19,470	14.86%
Residential averages:									
Revenue per account - $	274.32	271.13	1.18%	461.79	463.54	-0.38%	678.91	647.76	4.81%
Kgals per account	50.26	49.92	0.68%	49.26	49.07	0.39%	110.50	101.15	9.24%
Revenue per kgals - $	5.46	5.43	0.55%	9.37	9.45	-0.85%	6.14	6.40	-4.06%

	Month				Year-to-Date			
Rain statistics	2022	2021	Variance	30 Year Avg	2022	2021	Variance	30 Year Avg
Rainfall	9.95	8.87	1.08	6.77	43.39	43.81	(0.42)	38.96
Rain Days	17	15	2	14	81	107	(26)	86

Appendix

JEA
Schedule of Cash and Investments
(in thousands - unaudited) July 2022

	Electric System and Bulk Power Supply	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	$ 29,225	$ 31,728	$ 60,953	$ 27,387	$ 1,833	$ 90,173
Rate stabilization:						
Environmental	20,432	-	20,432	29,257	-	49,689
Purchased Power	-	-	-	-	-	-
DSM/Conservation	9,302	-	9,302	-	-	9,302
Total rate stabilization funds	29,734	-	29,734	29,257	-	58,991
Customer deposits	43,872	-	43,872	15,492	-	59,364
General reserve	-	20,564	20,564	-	-	20,564
Self insurance reserve funds:						
Self funded health plan	14,254	-	14,254	-	-	14,254
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	24,254	-	24,254	-	-	24,254
Environmental liability reserve	16,056	-	16,056	-	-	16,056
Total unrestricted cash and investments	$ 143,141	$ 52,292	$ 195,433	$ 72,136	$ 1,833	$ 269,402
Restricted assets						
Renewal and replacement funds	$ 261,772	$ 31,324	$ 293,096	$ 150,336	$ 1,042	$ 444,474
Debt service reserve account	53,352	8,108	61,460	56,606	-	118,066
Debt service funds	54,390	15,522	69,912	23,264	1,917	95,093
Construction funds	286	-	286	91	-	377
Environmental funds	3	-	3	2,491	-	2,494
Subtotal	369,803	54,954	424,757	232,788	2,959	660,504
Unrealized holding gain (loss) on investments	(3,950)	21	(3,929)	(2)	-	(3,931)
Other funds	-	27,554	27,554	-	-	27,554
Total restricted cash and investments	$ 365,853	$ 82,529	$ 448,382	$ 232,786	$ 2,959	$ 684,127
Total cash and investments	$ 508,994	$ 134,821	$ 643,815	$ 304,922	$ 4,792	$ 953,529

JEA
Schedule of Cash and Investments
(in thousands) September 2021

	Electric System and Bulk Power Supply	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	$ 56,985	$ 34,229	$ 91,214	$ 28,547	$ 1,219	$ 120,980
Rate stabilization:						
Fuel	41,767	-	41,767	-	-	41,767
Environmental	19,756	-	19,756	30,077	-	49,833
Purchased Power	10,513	-	10,513	-	-	10,513
DSM/Conservation	7,233	-	7,233	-	-	7,233
Total rate stabilization funds	79,269	-	79,269	30,077	-	109,346
Customer deposits	45,179	-	45,179	17,044	-	62,223
General reserve	-	21,246	21,246	-	-	21,246
Self insurance reserve funds:						
Self funded health plan	14,272	-	14,272	-	-	14,272
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	24,272	-	24,272	-	-	24,272
Environmental liability reserve	16,568	-	16,568	-	-	16,568
Total unrestricted cash and investments	$ 222,273	$ 55,475	$ 277,748	$ 75,668	$ 1,219	$ 354,635
Restricted assets						
Renewal and replacement funds	$ 183,800	$ 32,776	$ 216,576	$ 97,066	$ 634	$ 314,276
Debt service reserve account	55,844	10,087	65,931	55,665	-	121,596
Debt service funds	89,817	19,489	109,306	30,006	2,397	141,709
Construction funds	286	-	286	14,266	-	14,552
Environmental funds	83	-	83	3,118	-	3,201
Subtotal	329,830	62,352	392,182	200,121	3,031	595,334
Unrealized holding gain (loss) on investments	2,977	72	3,049	4,184	-	7,233
Other funds	-	29,871	29,871	-	-	29,871
Total restricted cash and investments	$ 332,807	$ 92,295	$ 425,102	$ 204,305	$ 3,031	$ 632,438
Total cash and investments	$ 555,080	$ 147,770	$ 702,850	$ 279,973	$ 4,250	$ 987,073

JEA

INVESTMENT PORTFOLIO REPORT
JULY 2022
(unaudited)

INVESTMENT	BOOK VALUE	YIELD	% OF TOTAL
Treasuries	$ 29,782,031	0.73%	3.12%
Agencies			
Federal Farm Credit Bank	24,938,536	1.08%	2.61%
Federal Home Loan Bank	183,114,776	1.55%	19.20%
Total	208,053,312	1.49%	21.81%
Municipal Bonds	110,641,674	3.05%	11.60%
Commercial Paper	149,055,771	1.51%	15.63%
U.S. Treasury Money Market Funds (1)	113,677,078	1.41%	11.92%
Agency Money Market Funds (2)	112,475,000	1.51%	11.79%
PALM Money Market Fund	30,500,000	1.66%	3.20%
Florida Prime Fund	134,784,000	1.80%	14.13%
Wells Fargo Bank Accounts (3)			
Electric, Scherer	46,722,923	1.42%	4.90%
SJRPP	9,717,391	1.42%	1.02%
Water & Sewer, DES	8,536,015	1.42%	0.89%
Total Portfolio	$ 953,945,195	1.69%	100.00%

Weighted Avg. Annual Yield Excluding Bank & Money Market Funds: 1.75%

Weighted Avg. Annual Yield Including Bank & Money Market Funds: 1.69%

Some investments listed above may be classified as Cash Equivalents on the Statements of Net Position in accordance with generally accepted accounting principles.

(1) Treasury Funds: Fidelity, Goldman Sachs, State Street
(2) Government Funds: State Street, Wells Fargo Allspring
(3) Month-end bank balances

JEA **Page 22**
Schedule of Outstanding Indebtedness
July 2022
(unaudited)

	Interest Rates	Principal Payment Dates	Par Amount Principal Outstanding	Current Portion of Long-Term Debt
Electric Enterprise				
Electric System				
Fixed Rate Senior	3.000 - 6.056%	2022-2044	440,625,000	17,195,000
Fixed Rate Subordinated	3.375 - 6.406%	2022-2039	434,550,000	15,850,000
Variable Rate Senior	0.858 - 1.276%	2022-2040	439,835,000	8,925,000
Variable Rate Subordinated	0.725 - 0.938%	2022-2038	54,225,000	2,740,000
Total Electric System	2.965% (wtd avg)	2022-2044	1,369,235,000	44,710,000
Bulk Power Supply System				
Fixed Rate Senior	2.750 - 5.920%	2022-2038	27,175,000	2,410,000
St. Johns River Power Park				
Fixed Rate Senior	2.500 - 5.450%	2022-2039	210,335,000	15,285,000
Total Electric Enterprise	3.112% (wtd avg)	2022-2044	1,606,745,000	62,405,000
Water and Sewer System				
Fixed Rate Senior	3.000 - 6.310%	2022-2044	867,510,000	2,220,000
Fixed Rate Subordinated	2.750 - 5.000%	2023-2040	88,845,000	-
Variable Rate Senior[(1)]	0.853 - 8.480%	2022-2042	142,165,000	5,055,000
Variable Rate Subordinated	0.712 - 0.854%	2022-2038	98,385,000	2,575,000
Total Water and Sewer System	3.252% (wtd avg)	2022-2044	1,196,905,000	9,850,000
District Energy System				
Fixed Rate Senior	3.000 - 4.538%	2022-2034	29,640,000	1,815,000
Other Obligations	2.896%	2024	3,000,000	-
Total District Energy System	4.179% (wtd avg)	2022-2034	32,640,000	1,815,000
Total JEA	3.183% (wtd avg)	2022-2044	2,836,290,000	74,070,000

JEA
Debt Ratio
(unaudited)

	Current YTD
Electric Enterprise	55.1%
Water and Sewer System	38.2%

[(1)] Includes a variable rate CPI bond with a current variable rate of 8.480%, which is synthetically fixed at 4.090% with a CPI interest rate swap.

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Interest Rate Swap Position Report
July 2022
(unaudited)

JEA Debt Management Swaps Variable to Fixed

ID	Dealer	Effective Date	Termination Date	Allocation	Fixed Rate	Floating Rate (1)	Spread	Rate Cap	Index
Electric System									
1	Goldman Sachs	9/18/2003	9/16/2033	$ 84,800,000	3.717	1.165	2.552	n/a	68% 1 mth Libor
3	Morgan Stanley	1/27/2005	10/1/2039	82,575,000	4.351	0.826	3.524	n/a	SIFMA
4	JPMorgan	1/27/2005	10/1/2035	78,300,000	3.661	1.165	2.496	n/a	68% 1 mth Libor
6	JPMorgan	1/27/2005	10/1/2037	39,175,000	3.716	1.165	2.551	n/a	68% 1 mth Libor
8	Morgan Stanley	1/31/2007	10/1/2031	62,980,000	3.907	0.826	3.081	n/a	SIFMA
10	Goldman Sachs	1/31/2008	10/1/2036	51,680,000	3.836	0.826	3.010	n/a	SIFMA
			Total	399,510,000					
Water/Sewer System									
7	Morgan Stanley	10/31/2006	10/1/2022	5,055,000	4.090	8.480	(4.390)	n/a	CPI
9	Merrill Lynch	3/8/2007	10/1/2041	85,290,000	3.895	0.826	3.069	n/a	SIFMA
			Total	90,345,000					
			Grand Total	$ 489,855,000	Wtd Avg Spread		2.841		

Note: (1) The "Floating Rate" column is the average of the floating rate for each instrument for this month.

JEA
Electric System
Production Statistics
July 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Generated power:						
Steam:						
Fuel oil #6						
Fuel expense	$ 1,031,496	$ -		$ 3,532,477	$ 2,197,864	60.72%
Barrels consumed	9,718	-		33,294	20,262	64.32%
$/ per barrel consumed	$ 106.14	$ -		$ 106.10	$ 108.47	-2.19%
kWh generated (1)	5,520,473	-		18,367,516	10,376,120	77.02%
Cost per MWh	$ 186.85	$ -		$ 192.32	$ 211.82	-9.20%
Natural gas units #1-3						
Fuel expense - variable	$ 16,775,827	$ 7,892,945	112.54%	$ 102,143,147	$ 51,056,583	100.06%
MMBTUs consumed	2,388,228	1,984,410	20.35%	16,220,361	17,399,212	-6.78%
$/ per MMBTU consumed	$ 7.02	$ 3.98	76.60%	$ 6.30	$ 2.93	114.60%
kWh generated (1)	213,796,773	176,123,428	21.39%	1,421,284,920	1,565,237,200	-9.20%
Cost per MWh	$ 78.47	$ 44.81	75.09%	$ 71.87	$ 32.62	120.32%
Biomass units #1-2						
Fuel expense	$ 131,815.00	$ -		$ 1,044,976.00	$ -	
kWh generated	4,935,517	-		23,690,176	-	
Cost per MWh	$ 26.71	$ -		$ 44.11	$ -	
Coal						
Fuel expense	$ 3,330,715	$ 2,121,413	57.00%	$ 30,818,685	$ 16,288,761	89.20%
kWh generated	43,655,622	49,806,322	-12.35%	412,034,908	563,583,600	-26.89%
Cost per MWh	$ 76.30	$ 42.59	79.13%	$ 74.80	$ 28.90	158.79%
Pet coke and limestone						
Fuel expense	$ 7,414,611	$ 3,792,863	95.49%	$ 49,752,386	$ 32,810,775	51.63%
kWh generated	84,726,469	68,027,409	24.55%	626,713,630	797,848,126	-21.45%
Cost per MWh	$ 87.51	$ 55.75	56.96%	$ 79.39	$ 41.12	93.04%
Combustion turbine:						
Fuel oil #2						
Fuel expense	$ 182,513	$ (144,390)	-226.40%	$ 1,078,237	$ 1,406,258	-23.33%
Barrels consumed	1,514	(1,848)	-181.93%	7,475	10,647	-29.79%
$/ per barrel consumed	$ 120.55	$ 78.13	54.29%	$ 144.25	$ 132.08	9.21%
kWh generated	338,133	127,167	165.90%	1,904,607	5,153,599	-63.04%
Cost per MWh	$ 539.77	$ (1,135.44)	-147.54%	$ 566.12	$ 272.87	107.47%
Natural gas (includes landfill)						
Fuel expense Kennedy & landfill - variable	$ 3,477,157	$ 1,450,736	139.68%	$ 16,386,971	$ 6,663,312	145.93%
MMBTUs consumed	494,200	366,518	34.84%	2,579,488	2,201,661	17.16%
$/ per MMBTU consumed	$ 7.04	$ 3.96	77.76%	$ 6.35	$ 3.03	109.91%
kWh generated (1)	44,290,856	32,503,432	36.27%	228,212,748	194,925,131	17.08%
Cost per MWh	$ 78.51	$ 44.63	75.89%	$ 71.81	$ 34.18	110.06%
Fuel expense BB simple - variable	$ 250,678	$ 490,784	-48.92%	$ 5,342,777	$ 4,590,633	16.38%
MMBTUs consumed	$ 29,467	137,061	-78.50%	900,772	1,654,175	-45.55%
$/ per MMBTU consumed	$ 8.51	$ 3.58	137.58%	$ 5.93	$ 2.78	113.73%
kWh generated (1)	2,456,800	12,385,700	-80.16%	83,757,593	154,758,548	-45.88%
Cost per MWh	$ 102.03	$ 39.63	157.50%	$ 63.79	$ 29.66	115.04%
Fuel expense BB combined - variable	$ 24,270,972	$ 11,862,845	104.60%	$ 165,047,034	$ 81,353,031	102.88%
MMBTUs consumed	3,025,677	3,072,111	-1.51%	26,979,007	27,009,369	-0.11%
$/ per MMBTU consumed	$ 8.02	$ 3.86	107.74%	$ 6.12	$ 3.01	103.11%
kWh generated (1)	434,755,333	443,257,078	-1.92%	3,922,205,951	3,983,262,788	-1.53%
Cost per MWh	$ 55.83	$ 26.76	108.60%	$ 42.08	$ 20.42	106.04%
Fuel expense GEC simple - variable	$ 6,896,913	$ 3,622,423	90.40%	$ 34,106,408	$ 18,397,226	85.39%
MMBTUs consumed	980,065	849,294	15.40%	5,053,110	5,182,035	-2.49%
$/ per MMBTU consumed	$ 7.04	$ 4.27	64.99%	$ 6.75	$ 3.55	90.12%
kWh generated	89,770,858	77,165,096	16.34%	459,261,609	472,797,297	-2.86%
Cost per MWh	$ 76.83	$ 46.94	63.66%	$ 74.26	$ 38.91	90.85%
Natural gas expense - fixed	$ 4,254,622	$ 3,346,674	27.13%	$ 33,469,567	$ 32,418,106	3.24%
Total generated power:						
Fuel expense	$ 68,017,319	$ 34,436,293	97.52%	$ 442,722,665	$ 247,182,549	79.11%
kWh generated	924,246,834	859,395,632	7.55%	7,197,433,658	7,747,942,409	-7.11%
Cost per MWh	$ 73.59	$ 40.07	83.66%	$ 61.51	$ 31.90	92.81%

(1) Allocation of kWh generated is based upon a ratio of gas MBTU's (adjusted to oil equivalent - 95.5%) and oil MBTU's.

JEA
Electric System
Production Statistics (Continued)
July 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Cost of fuels						
Natural gas	$ 55,926,169	$ 28,666,407	95.09%	$ 356,495,904	$ 194,478,891	83.31%
Petcoke	7,414,611	3,792,863	95.49%	49,752,386	32,810,775	51.63%
Coal	3,330,715	2,121,413	57.00%	30,818,685	16,288,761	89.20%
Fuel oil #2	182,513	(144,390)	-226.40%	1,078,237	1,406,258	-23.33%
Fuel oil #6	1,031,496	-		3,532,477	2,197,864	60.72%
Biomass	131,815	-		1,044,976	-	
Total	$ 68,017,319	$ 34,436,293	97.52%	$ 442,722,665	$ 247,182,549	79.11%
Purchased power:						
TEA & other						
Purchases	$ 23,923,795	$ 13,644,736	75.33%	$ 154,046,802	$ 86,467,419	78.16%
kWh purchased	250,852,435	252,606,608	-0.69%	1,963,873,596	1,489,609,579	31.84%
Cost per MWh	$ 95.37	$ 54.02	76.56%	$ 78.44	$ 58.05	35.13%
FPL						
Purchases	$ 13,620,757	$ -		$ 64,032,058	$ -	
kWh purchased	146,604,000	-		989,003,000	-	
Cost per MWh	$ 92.91			$ 64.74		
Plant Scherer						
Purchases	$ 984,809	$ 5,726,625	-82.80%	$ 20,503,967	$ 45,297,760	-54.74%
kWh purchased	-	144,085,000	-100.00%	284,609,000	994,460,000	-71.38%
Cost per MWh		$ 39.74		$ 72.04	$ 45.55	58.16%
SJRPP						
Purchases	$ 2,123,173	$ 2,222,388	-4.46%	$ 49,405,993	$ 22,196,230	122.59%
Total purchased power:						
Purchases	$ 40,652,534	$ 21,593,749	88.26%	$ 287,988,820	$ 153,961,409	87.05%
kWh purchased	397,456,435	396,691,608	0.19%	3,237,485,596	2,484,069,579	30.33%
Cost per MWh	$ 102.28	$ 54.43	87.90%	$ 88.95	$ 61.98	43.52%
Subtotal - generated and purchased power:	$ 108,669,853	$ 56,030,042	93.95%	$ 730,711,485	$ 401,143,958	82.16%
Fuel interchange sales	(71,215)	(54,868)	29.79%	(626,294)	(974,984)	-35.76%
Earnings of The Energy Authority	(3,229,198)	(784,555)	311.60%	(24,800,610)	(11,238,796)	120.67%
Realized and Unrealized (Gains) Losses	(17,768,069)	(3,212,995)	453.01%	(94,406,238)	(8,706,100)	984.37%
Fuel procurement and handling	757,128	831,373	-8.93%	8,768,399	10,464,381	-16.21%
Byproduct reuse	273,105	377,041	-27.57%	3,244,450	6,036,707	-46.25%
Total generated and net purchased power:						
Cost, net	88,631,604	53,186,038	66.64%	622,891,192	396,725,166	57.01%
kWh generated and purchased	1,321,703,269	1,256,087,240	5.22%	10,434,919,254	10,232,011,988	1.98%
Cost per MWh	$ 67.06	$ 42.34	58.37%	$ 59.69	$ 38.77	53.96%
Reconciliation:						
Generated and purchased power per above	$ 88,631,604	$ 67.06		$ 622,891,192	$ 59.69	
SJRPP operating expenses:						
SJRPP debt service	$ (1,879,868)	(1.42)		(19,603,709)	(1.88)	
SJRPP R & R	$ (243,306)	(0.18)		(29,802,284)	(2.86)	
Scherer operating expenses:						
Scherer power production	$ (352,248)	(0.27)		(5,227,749)	(0.50)	
Scherer R & R	$ (453,793)	(0.34)		(3,424,316)	(0.33)	
Scherer transmission	$ (67,787)	(0.05)		(1,708,598)	(0.16)	
Scherer taxes	$ (110,980)	(0.08)		(1,109,820)	(0.11)	
MEAG	$ (2,431,844)	(1.84)		(23,390,962)	(2.24)	
FPL capacity	$ (1,400,000)	(1.06)		(9,800,000)	(0.94)	
Florida and other capacity	$ (1,320,484)	(1.00)		(10,993,408)	(1.05)	
Rounding	$ (2)	(0.00)		1	0.00	
Energy expense per budget page	$ 80,371,292	$ 60.81		$ 517,830,347	$ 49.62	

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Electric System		**Month**			**Prior Year Month**	
Budget vs. Actual	**ANNUAL BUDGET**	**BUDGET**	**ACTUAL**	**Variance**	**ACTUAL**	**Variance**
July 2022 and 2021 (unaudited)	**2021-22**	**2021-22**	**2021-22**	**%**	**2020-21**	**%**
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	$ 368,899,940	$ 38,128,969	$ 78,821,427	106.72%	$ 38,995,659	102.13%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	281,848,943	29,005,299	51,279,482		32,431,712	
Other Purchased Power	93,782,639	9,055,935	29,091,810		14,261,554	
Subtotal Energy Expense	375,631,582	38,061,234	80,371,292	-111.16%	46,693,266	-72.13%
Transfer to (from) Rate Stabilization, Net	(7,284,992)	10,543	-		(7,697,607)	
Transfer to (from) Other Regulatory Funds, Net	-	-	(1,549,865)		-	
Fuel Related Uncollectibles	553,350	57,192	-		-	
Total	368,899,940	38,128,969	78,821,427	-106.72%	38,995,659	-102.13%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	785,192,000	81,156,320	80,587,386		74,734,722	
Conservation Charge Revenue	732,000	75,658	173,268		103,905	
Environmental Charge Revenue	7,442,000	769,194	765,087		743,657	
Investment Income	3,194,911	268,526	395,355		250,100	
Natural Gas Revenue Pass Through	823,420	68,619	118,519		63,807	
Other Revenues	123,615,440	1,967,954	2,552,583		2,190,432	
Total	920,999,771	84,306,271	84,592,198	0.34%	78,086,623	8.33%
Nonfuel Related Expenses						
Non-Fuel O&M	255,776,299	17,971,650	18,645,068		16,018,846	
DSM / Conservation O&M	7,227,800	587,449	170,755		322,638	
Environmental O&M	2,263,500	188,624	110,561		131,242	
Rate Stabilization - DSM	(395,800)	(32,983)	630,429		360,664	
Rate Stabilization - Environmental	(3,821,756)	(318,480)	189,570		(865)	
Natural Gas Expense Pass Through	918,473	75,201	129,215		83,203	
Debt Principal - Electric System	44,710,000	3,725,833	3,725,833		4,928,333	
Debt Interest - Electric System	65,106,948	5,425,579	4,993,536		5,218,846	
R&R - Electric System	66,329,200	5,527,434	5,527,433		5,211,688	
Operating Capital Outlay	115,291,939	8,000,000	8,000,000		33,000,000	
Operating Capital Outlay - Environmental	3,294,788	274,566	485,876		613,281	
City Contribution Expense	94,545,651	7,878,804	7,878,804		7,800,796	
Taxes & Uncollectibles	1,391,596	139,798	23,401		2,559	
Emergency Reserve	5,000,000	-	-		-	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	15,285,000	1,273,750	1,273,750		1,181,250	
* SJRPP D/S Interest	5,036,315	419,693	672,694		800,443	
** Other Non-Fuel Purchased Power	243,039,818	13,891,399	4,169,995		3,283,649	
Total Nonfuel Expenses	920,999,771	65,028,317	56,626,920	12.92%	78,956,573	28.28%
Non-Fuel Balance	-	19,277,954	27,965,278		(869,950)	
Total Balance	-	19,277,954	27,965,278		(869,950)	
Total Revenues	**1,289,899,711**	**122,435,240**	**163,413,625**	33.47%	**117,082,282**	39.57%
Total Expenses	**1,289,899,711**	**103,157,286**	**135,448,347**	-31.30%	**117,952,232**	-14.83%
KWH Sold - Territorial	**12,200,000,000**	**1,260,975,000**	**1,255,829,874**	-0.41%	**1,208,414,529**	3.92%
KWH Sold - Off System	**-**	**-**	**530,000**		**305,000**	
	12,200,000,000	**1,260,975,000**	**1,256,359,874**	-0.37%	**1,208,719,529**	3.94%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Electric System		Year-to-Date			Prior Year-to-Date	
Budget vs. Actual	**ANNUAL BUDGET**	**BUDGET**	**ACTUAL**	**Variance**	**ACTUAL**	**Variance**
July 2022 and 2021 (unaudited)	**2021-22**	**2021-22**	**2021-22**	**%**	**2020-21**	**%**
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	$ 368,899,940	$ 298,382,691	$ 450,769,519	51.07%	$ 318,582,823	41.49%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	281,848,943	228,895,455	360,329,277		254,977,536	
Other Purchased Power	93,782,639	77,088,949	157,501,070		74,562,213	
Subtotal Energy Expense	375,631,582	305,984,404	517,830,347	-69.23%	329,539,749	-57.14%
Transfer to (from) Rate Stabilization, Net	(7,284,992)	(8,049,284)	(41,766,996)		(11,489,842)	
Transfer to (from) Other Regulatory Funds, Net	-	-	(25,293,832)		-	
Fuel Related Uncollectibles	553,350	447,571	-		532,916	
Total	368,899,940	298,382,691	450,769,519	-51.07%	318,582,823	-41.49%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	785,192,000	635,098,239	650,537,870		620,279,267	
Conservation Charge Revenue	732,000	592,074	638,509		548,037	
Environmental Charge Revenue	7,442,000	6,019,421	6,176,969		6,065,237	
Investment Income	3,194,911	2,654,695	2,137,818		3,052,129	
Natural Gas Revenue Pass Through	823,420	686,182	1,046,922		667,971	
Other Revenues	123,615,440	119,679,532	122,996,524		128,474,281	
Total	920,999,771	764,730,143	783,534,612	2.46%	759,086,922	3.22%
Nonfuel Related Expenses						
Non-Fuel O&M	255,776,299	194,601,962	175,059,483		158,003,503	
DSM / Conservation O&M	7,227,800	5,993,438	3,617,263		3,675,592	
Environmental O&M	2,263,500	2,072,588	793,443		768,406	
Rate Stabilization - DSM	(395,800)	(329,830)	2,068,849		1,759,558	
Rate Stabilization - Environmental	(3,821,756)	(3,184,800)	676,297		(1,703,597)	
Natural Gas Expense Pass Through	918,473	762,720	1,232,305		826,667	
Debt Principal - Electric System	44,710,000	37,258,330	37,258,333		49,283,334	
Debt Interest - Electric System	65,106,948	54,255,790	52,239,999		55,314,652	
Early Debt Retirement	-	-	-		106,848,624	
R&R - Electric System	66,329,200	55,274,336	55,274,333		52,116,875	
Operating Capital Outlay	115,291,939	158,000,000	158,000,000		192,000,000	
Operating Capital Outlay - Environmental	3,294,788	2,745,660	5,219,253		7,000,428	
City Contribution Expense	94,545,651	78,788,040	78,788,042		78,007,963	
Taxes & Uncollectibles	1,391,596	1,130,525	321,287		1,213,689	
Emergency Reserve	5,000,000	-	-		-	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	15,285,000	12,737,500	12,737,500		11,812,500	
* SJRPP D/S Interest	5,036,315	4,196,930	7,053,281		8,002,616	
** Other Non-Fuel Purchased Power	243,039,818	190,257,020	123,472,414		34,062,710	
Total Nonfuel Expenses	920,999,771	794,560,209	713,812,082	10.16%	758,993,520	5.95%
Non-Fuel Balance	-	(29,830,066)	69,722,530		93,402	
Total Balance	-	(29,830,066)	69,722,530		93,402	
Total Revenues	**1,289,899,711**	**1,063,112,834**	**1,234,304,131**	16.10%	**1,077,669,745**	14.53%
Total Expenses	**1,289,899,711**	**1,092,942,900**	**1,164,581,601**	-6.55%	**1,077,576,343**	-8.07%
KWH Sold - Territorial	**12,200,000,000**	**9,867,903,000**	**10,095,207,676**	2.30%	**9,880,262,204**	2.18%
KWH Sold - Off System	**-**	**-**	**9,849,000**		**22,578,000**	
	12,200,000,000	**9,867,903,000**	**10,105,056,676**	2.40%	**9,902,840,204**	2.04%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Water and Sewer System

Budget vs. Actual **July 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Month** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior Year Month** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Water & Sewer Revenues	$ 466,939,234	$ 41,550,425	$ 38,315,479		$ 40,046,578	
Capacity & Extension Fees	47,000,000	4,536,317	3,347,875		3,635,164	
Capital Contributions	-	-	-		190,213	
Investment Income	2,075,631	172,970	400,684		201,846	
Other Income	25,494,531	2,124,545	2,803,167		1,270,110	
Total	541,509,396	48,384,257	44,867,205	-7.27%	45,343,911	-1.05%
EXPENSES						
O & M Expenses	192,815,330	15,044,857	15,836,798		13,593,146	
Debt Principal - Water & Sewer	9,850,000	820,833	820,833		780,834	
Debt Interest - Water & Sewer	57,285,355	4,773,779	4,129,175		4,176,993	
Rate Stabilization - Environmental	-	-	(1,060,564)		75,485	
R&R - Water & Sewer	28,358,000	2,363,167	2,363,167		2,217,175	
Operating Capital Outlay	149,284,996	14,886,918	14,886,918		16,112,602	
Operating Capital Outlay - Capacity/Extension	47,000,000	3,916,667	3,347,875		3,635,164	
Operating Capital Outlay - Contributions	-	-	-		190,213	
Operating Capital Outlay - Environmental	6,790,147	900,150	2,348,288		1,506,185	
City Contribution Expense	26,666,722	2,222,227	2,222,227		2,200,225	
Uncollectibles & Fees	700,409	58,367	28,980		1,190	
Interlocal Agreements	21,758,437	-	-		-	
Emergency Reserve	1,000,000	-	-		-	
Total Expenses	541,509,396	44,986,965	44,923,697	0.14%	44,489,212	-0.98%
Total Balance	$ -	$ 3,397,292	$ (56,492)		$ 854,699	
Sales kgals						
Water	39,000,001	3,581,180	3,401,282	-5.02%	3,371,891	0.87%
Sewer	34,000,000	3,098,336	2,845,773	-8.15%	3,052,158	-6.76%
Total	73,000,001	6,679,516	6,247,055	-6.47%	6,424,049	-2.76%

Budget vs. Actual **July 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Year-To-Date** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior Year to Date** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Water & Sewer Revenues	$ 466,939,234	$ 387,420,378	$ 393,642,010		$ 376,258,689	
Capacity & Extension Fees	47,000,000	37,935,688	37,856,948		31,602,152	
Capital Contributions	-	-	-		351,270	
Investment Income	2,075,631	1,729,691	2,194,403		2,092,977	
Other Income	25,494,531	21,245,441	25,177,796		10,989,979	
Total	541,509,396	448,331,198	458,871,157	2.35%	421,295,067	8.92%
EXPENSES						
O & M Expenses	192,815,330	155,723,292	145,471,581		128,208,690	
Debt Principal - Water & Sewer	9,850,000	8,208,330	8,208,330		7,808,337	
Debt Interest - Water & Sewer	57,285,355	47,737,790	41,634,796		42,981,645	
Rate Stabilization - Environmental	-	-	(1,266,273)		8,357,647	
R&R - Water & Sewer	28,358,000	23,631,667	23,631,667		22,171,750	
Operating Capital Outlay	149,284,996	164,171,914	164,171,914		148,426,016	
Operating Capital Outlay - Capacity/Extension	47,000,000	39,166,670	37,856,948		31,602,152	
Operating Capital Outlay - Contributions	-	-	-		351,270	
Operating Capital Outlay - Environmental	6,790,147	4,989,847	10,987,928		5,539,988	
City Contribution Expense	26,666,722	22,222,268	22,222,268		22,002,246	
Uncollectibles & Fees	700,409	583,670	127,423		642,882	
Interlocal Agreements	21,758,437	4,722,619	4,722,619		942,201	
Emergency Reserve	1,000,000	-	-		-	
Total Expenses	541,509,396	471,158,067	457,769,201	2.84%	419,034,824	-9.24%
Total Balance	$ -	$ (22,826,869)	$ 1,101,956		$ 2,260,243	
Sales kgals						
Water	39,000,001	32,336,403	32,516,065	0.56%	30,831,693	5.46%
Sewer	34,000,000	28,088,724	28,448,282	1.28%	27,082,983	5.04%
Total	73,000,001	60,425,127	60,964,347	0.89%	57,914,676	5.27%

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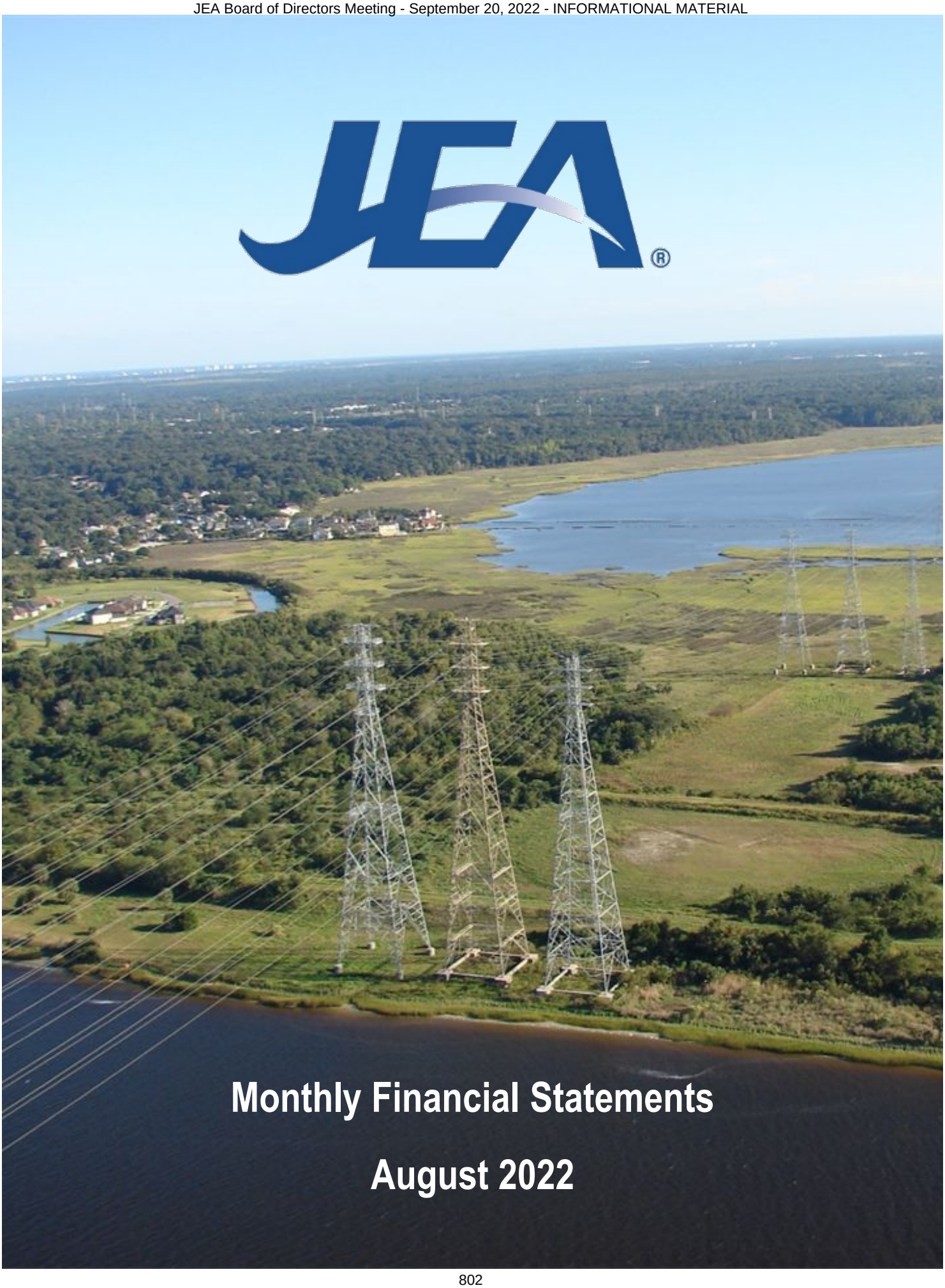
District Energy System

Budget vs. Actual **July 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Month** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior Year Month** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Revenues	$ 8,839,543	$ 885,412	$ 929,350		$ 797,875	
Investment Income	-	-	3,833		102	
Total	8,839,543	885,412	933,183	5.40%	797,977	16.94%
EXPENSES						
O & M Expenses	5,127,990	396,317	573,097		403,936	
Debt Principal - District Energy System	1,815,000	151,250	151,250		147,500	
Debt Interest - District Energy System	1,356,208	113,017	107,999		104,491	
R&R - District Energy System	402,200	33,517	33,517		36,079	
Operating Capital Outlay	138,145	-	-		-	
Total Expenses	8,839,543	694,101	865,863	-24.75%	692,006	-25.12%
Total Balance	$ -	$ 191,311	$ 67,320		$ 105,971	

Budget vs. Actual **July 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Year-To-Date** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior-Year-to-Date** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Revenues	$ 8,839,543	$ 7,032,561	$ 6,952,080		$ 6,400,636	
Investment Income	-	-	5,313		1,959	
Total	8,839,543	7,032,561	6,957,393	-1.07%	6,402,595	8.67%
EXPENSES						
O & M Expenses	5,127,990	4,193,530	3,842,950		3,484,472	
Debt Principal - District Energy System	1,815,000	1,512,500	1,512,500		1,475,000	
Debt Interest - District Energy System	1,356,208	1,130,170	1,025,995		1,044,910	
R&R - District Energy System	402,200	335,167	335,167		360,792	
Operating Capital Outlay	138,145	-	-		-	
Total Expenses	8,839,543	7,171,367	6,716,612	6.34%	6,365,174	-5.52%
Total Balance	$ -	$ (138,806)	$ 240,781		$ 37,421	



Monthly Financial Statements

August 2022

Monthly Financial Statements

August 2022

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Statements of Net Position
(in thousands)

	August 2022 (unaudited)	September 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 282,923	$ 350,495
Investments	190	4,140
Customer accounts receivable, net of allowance ($827 and $3,155, respectively)	327,692	221,348
Inventories:		
Materials and supplies	68,528	62,796
Fuel	56,206	32,911
Other current assets	65,577	24,434
Total current assets	801,116	696,124
Noncurrent assets:		
Restricted assets:		
Cash and cash equivalents	219,687	362,618
Investments	461,693	269,820
Accounts and interest receivable	182	240
Total restricted assets	681,562	632,678
Costs to be recovered from future revenues	875,969	881,949
Hedging derivative instruments	393,123	150,453
Other assets	36,604	22,939
Total noncurrent assets	1,987,258	1,688,019
Capital assets:		
Land and easements	216,611	213,649
Plant in service	12,663,719	12,415,504
Less accumulated depreciation	(7,969,645)	(7,522,027)
Plant in service, net	4,910,685	5,107,126
Construction work in progress	491,930	369,367
Net capital assets	5,402,615	5,476,493
Total assets	8,190,989	7,860,636
Deferred outflows of resources		
Unrealized pension contributions and losses	157,296	157,296
Accumulated decrease in fair value of hedging derivatives	61,232	129,355
Unamortized deferred losses on refundings	82,202	89,729
Unrealized asset retirement obligations	42,893	37,669
Unrealized OPEB contributions and losses	7,302	7,302
Total deferred outflows of resources	350,925	421,351
Total assets and deferred outflows of resources	$ 8,541,914	$ 8,281,987

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Statements of Net Position
(in thousands)

	August 2022 (unaudited)	September 2021
Liabilities		
Current liabilities:		
Accounts and accrued expenses payable	$ 161,758	$ 76,702
Customer deposits and prepayments	87,999	75,030
Billings on behalf of state and local governments	35,754	26,006
Compensation and benefits payable	15,830	13,361
City of Jacksonville payable	10,236	10,193
Asset retirement obligations	2,231	3,307
Total current liabilities	313,808	204,599
Current liabilities payable from restricted assets:		
Debt due within one year	74,070	91,535
Interest payable	42,946	51,454
Construction contracts and accounts payable	35,563	45,466
Renewal and replacement reserve	30,243	32,776
Total current liabilities payable from restricted assets	182,822	221,231
Noncurrent liabilities:		
Long-term debt:		
Debt payable, less current portion	2,762,220	2,908,175
Unamortized premium, net	173,392	194,070
Fair value of debt management strategy instruments	61,177	129,355
Total long-term debt	2,996,789	3,231,600
Net pension liability	729,569	729,569
Asset retirement obligations	40,662	34,362
Compensation and benefits payable	33,857	33,433
Net OPEB liability	5,422	5,136
Other liabilities	17,472	18,338
Total noncurrent liabilities	3,823,771	4,052,438
Total liabilities	4,320,401	4,478,268
Deferred inflows of resources		
Revenues to be used for future costs	78,612	156,814
Accumulated increase in fair value of hedging derivatives	393,178	150,453
Unrealized OPEB gains	14,725	14,725
Unrealized pension gains	14,273	14,273
Total deferred inflows of resources	500,788	336,265
Net position		
Net investment in capital assets	2,805,266	2,696,104
Restricted for:		
Capital projects	398,319	296,059
Debt service	67,463	90,423
Other purposes	25,205	44,774
Unrestricted	424,472	340,094
Total net position	3,720,725	3,467,454
Total liabilities, deferred inflows of resources, and net position	$ 8,541,914	$ 8,281,987

JEA

Statements of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited)

	Month August		Year-to-Date August	
	2022	**2021**	**2022**	**2021**
Operating revenues				
Electric - base	$ 91,434	$ 84,588	$ 803,911	$ 773,286
Electric - fuel and purchased power	95,071	47,614	579,926	371,728
Water and sewer	46,425	40,894	449,959	416,964
District energy system	950	762	7,552	6,892
Other operating revenues	3,109	3,633	138,096	34,185
Total operating revenues	236,989	177,491	1,979,444	1,603,055
Operating expenses				
Operations and maintenance:				
Maintenance and other operating expenses	14,564	34,225	379,957	340,014
Fuel	69,230	41,307	438,593	325,150
Purchased power	36,742	13,053	254,821	99,520
Depreciation	32,258	32,782	467,728	359,392
State utility and franchise taxes	9,807	6,684	73,970	64,149
Recognition of deferred costs and revenues, net	2,509	2,921	(18,930)	26,385
Total operating expenses	165,110	130,972	1,596,139	1,214,610
Operating income	71,879	46,519	383,305	388,445
Nonoperating revenues (expenses)				
Interest on debt	(8,950)	(8,971)	(102,473)	(110,695)
Earnings from The Energy Authority	3,851	3,267	28,786	14,506
Allowance for funds used during construction	1,605	995	12,088	8,161
Other nonoperating income, net	790	563	6,277	4,233
Investment income	1,216	569	(5,358)	3,040
Other interest, net	(20)	(2)	(1,203)	(10)
Total nonoperating expenses, net	(1,508)	(3,579)	(61,883)	(80,765)
Income before contributions	70,371	42,940	321,422	307,680
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(10,102)	(10,001)	(111,112)	(110,011)
Developers and other	16,267	7,804	105,695	86,981
Reduction of plant cost through contributions	(11,163)	(3,550)	(62,734)	(50,774)
Total contributions, net	(4,998)	(5,747)	(68,151)	(73,804)
Change in net position	65,373	37,193	253,271	233,876
Net position, beginning of period	3,655,352	3,420,673	3,467,454	3,223,990
Net position, end of period	$ 3,720,725	$ 3,457,866	$ 3,720,725	$ 3,457,866

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Statement of Cash Flows
(in thousands - unaudited)

	Year-to-Date August	
Operating activities	**2022**	**2021**
Receipts from customers	$ 1,702,618	$ 1,538,487
Payments to suppliers	(886,632)	(597,202)
Payments for salaries and benefits	(246,307)	(220,188)
Other operating activities	142,670	33,540
Net cash provided by operating activities	712,349	754,637
Noncapital and related financing activities		
Contribution to General Fund, City of Jacksonville, Florida	(111,011)	(109,913)
Net cash used in noncapital and related financing activities	(111,011)	(109,913)
Capital and related financing activities		
Acquisition and construction of capital assets	(396,699)	(309,859)
Defeasance of debt	(74,885)	(316,255)
Proceeds received from debt	-	166,375
Interest paid on debt	(122,864)	(130,975)
Repayment of debt principal	(91,535)	(102,700)
Capital contributions	42,961	36,207
Revolving credit agreement withdrawals (repayments)	3,000	(5,000)
Other capital financing activities	8,684	47,795
Net cash used in capital and related financing activities	(631,338)	(614,412)
Investing activities		
Proceeds from sale and maturity of investments	304,125	243,793
Purchase of investments	(503,221)	(266,356)
Distributions from The Energy Authority	13,355	3,079
Investment income	5,238	5,824
Net cash used in investing activities	(180,503)	(13,660)
Net change in cash and cash equivalents	(210,503)	16,652
Cash and cash equivalents at beginning of year	713,113	641,132
Cash and cash equivalents at end of period	$ 502,610	$ 657,784
Reconciliation of operating income to net cash provided by operating activities		
Operating income	$ 383,305	$ 388,445
Adjustments:		
Depreciation and amortization	468,003	360,413
Recognition of deferred costs and revenues, net	(18,930)	26,385
Other nonoperating income, net	(1,119)	61
Changes in noncash assets and noncash liabilities:		
Accounts receivable	(106,124)	(2,707)
Inventories	(29,026)	(2,205)
Other assets	(35,529)	3,286
Accounts and accrued expenses payable	109,981	16,115
Current liabilities payable from restricted assets	(7,956)	(5,352)
Other noncurrent liabilities and deferred inflows	(50,256)	(29,804)
Net cash provided by operating activities	$ 712,349	$ 754,637
Noncash activity		
Contribution of capital assets from developers	$ 62,734	$ 50,774
Unrealized investment fair market value changes, net	$ (11,174)	$ (2,809)

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Combining Statement of Net Position
(in thousands - unaudited) August 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	$ 162,618	$ 52,271	$ -	$ 214,889	66,149	$ 1,885	$ 282,923
Investments	-	190	-	190	-	-	190
Customer accounts receivable, net of allowance ($827)	265,088	-	-	265,088	62,537	67	327,692
Inventories:							
Materials and supplies	2,303	-	-	2,303	66,225	-	68,528
Fuel	56,206	-	-	56,206	-	-	56,206
Other current assets	60,572	(11)	(282)	60,279	5,289	9	65,577
Total current assets	546,787	52,450	(282)	598,955	200,200	1,961	801,116
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	76,712	82,011	-	158,723	57,955	3,009	219,687
Investments	284,881	1,077	-	285,958	175,735	-	461,693
Accounts and interest receivable	-	7	-	7	175	-	182
Total restricted assets	361,593	83,095	-	444,688	233,865	3,009	681,562
Costs to be recovered from future revenues	418,808	179,645	-	598,453	277,486	30	875,969
Hedging derivative instruments	393,123	-	-	393,123	-	-	393,123
Other assets	34,282	7,051	(4,765)	36,568	36	-	36,604
Total noncurrent assets	1,207,806	269,791	(4,765)	1,472,832	511,387	3,039	1,987,258
Capital assets:							
Land and easements	127,067	6,660	-	133,727	79,833	3,051	216,611
Plant in service	6,130,307	1,316,043	-	7,446,350	5,156,068	61,301	12,663,719
Less accumulated depreciation	(3,943,127)	(1,314,164)	-	(5,257,291)	(2,678,112)	(34,242)	(7,969,645)
Plant in service, net	2,314,247	8,539	-	2,322,786	2,557,789	30,110	4,910,685
Construction work in progress	149,202	-	-	149,202	338,169	4,559	491,930
Net capital assets	2,463,449	8,539	-	2,471,988	2,895,958	34,669	5,402,615
Total assets	4,218,042	330,780	(5,047)	4,543,775	3,607,545	39,669	8,190,989
Deferred outflows of resources							
Unrealized pension contributions and losses	90,081	4,616	-	94,697	62,599	-	157,296
Accumulated decrease in fair value of hedging derivatives	50,150	-	-	50,150	11,082	-	61,232
Unamortized deferred losses on refundings	46,092	2,495	-	48,587	33,469	146	82,202
Unrealized asset retirement obligations	42,864	29	-	42,893	-	-	42,893
Unrealized OPEB contributions and losses	4,308	-	-	4,308	2,994	-	7,302
Total deferred outflows of resources	233,495	7,140	-	240,635	110,144	146	350,925
Total assets and deferred outflows of resources	$ 4,451,537	$ 337,920	$ (5,047)	$ 4,784,410	$ 3,717,689	$ 39,815	$ 8,541,914

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Combining Statement of Net Position
(in thousands - unaudited) August 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	$ 146,111	$ 4,163	$ 17	$ 150,291	$ 11,438	$ 29	$ 161,758
Customer deposits and prepayments	54,015	-	-	54,015	33,984	-	87,999
Billings on behalf of state and local governments	31,528	3	-	31,531	4,223	-	35,754
Compensation and benefits payable	11,243	-	-	11,243	4,549	38	15,830
City of Jacksonville payable	8,003	-	-	8,003	2,233	-	10,236
Asset retirement obligations	2,202	29	-	2,231	-	-	2,231
Total current liabilities	253,102	4,195	17	257,314	56,427	67	313,808
Current liabilities payable from restricted assets:							
Debt due within one year	47,120	15,285	-	62,405	9,850	1,815	74,070
Interest payable	19,869	3,471	-	23,340	19,101	505	42,946
Construction contracts and accounts payable	8,209	308	(299)	8,218	27,102	243	35,563
Renewal and replacement reserve	-	30,243	-	30,243	-	-	30,243
Total current liabilities payable from restricted assets	75,198	49,307	(299)	124,206	56,053	2,563	182,822
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,349,290	195,050	-	1,544,340	1,187,055	30,825	2,762,220
Unamortized premium (discount), net	90,395	109	-	90,504	82,903	(15)	173,392
Fair value of debt management strategy instruments	50,150	-	-	50,150	11,027	-	61,177
Total long-term debt	1,489,835	195,159	-	1,684,994	1,280,985	30,810	2,996,789
Net pension liability	430,446	-	-	430,446	299,123	-	729,569
Asset retirement obligations	40,662	-	-	40,662	-	-	40,662
Compensation and benefits payable	24,118	-	-	24,118	9,645	94	33,857
Net OPEB liability	3,196	-	-	3,196	2,226	-	5,422
Other liabilities	17,472	4,765	(4,765)	17,472	-	-	17,472
Total noncurrent liabilities	2,005,729	199,924	(4,765)	2,200,888	1,591,979	30,904	3,823,771
Total liabilities	2,334,029	253,426	(5,047)	2,582,408	1,704,459	33,534	4,320,401
Deferred inflows of resources							
Revenues to be used for future costs	43,920	5,094	-	49,014	29,598	-	78,612
Accumulated increase in fair value of hedging derivatives	393,123	-	-	393,123	55	-	393,178
Unrealized OPEB gains	8,688	-	-	8,688	6,037	-	14,725
Unrealized pension gains	7,355	1,807	-	9,162	5,111	-	14,273
Total deferred inflows of resources	453,086	6,901	-	459,987	40,801	-	500,788
Net position			-				
Net investment in (divestment of) capital assets	1,105,718	(11,940)	-	1,093,778	1,709,510	1,978	2,805,266
Restricted for:							
Capital projects	249,854	-	-	249,854	147,625	840	398,319
Debt service	42,468	14,048	-	56,516	9,283	1,664	67,463
Other purposes	(3,950)	27,199	299	23,548	1,657	-	25,205
Unrestricted	270,332	48,286	(299)	318,319	104,354	1,799	424,472
Total net position	1,664,422	77,593	-	1,742,015	1,972,429	6,281	3,720,725
Total liabilities, deferred inflows of resources, and net position	$ 4,451,537	$ 337,920	$ (5,047)	$ 4,784,410	$ 3,717,689	$ 39,815	$ 8,541,914

JEA
Combining Statement of Net Position
(in thousands) September 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	$ 222,273	$ 51,335	$ -	$ 273,608	$ 75,668	$ 1,219	$ 350,495
Investments	-	4,140	-	4,140	-	-	4,140
Customer accounts receivable, net of allowance ($3,155)	165,572	-	-	165,572	55,273	503	221,348
Inventories:							
Materials and supplies	2,248	-	-	2,248	60,548	-	62,796
Fuel	32,911	-	-	32,911	-	-	32,911
Other current assets	22,864	125	(4,279)	18,710	5,720	4	24,434
Total current assets	445,868	55,600	(4,279)	497,189	197,209	1,726	696,124
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	164,501	82,618	-	247,119	112,468	3,031	362,618
Investments	168,306	9,677	-	177,983	91,837	-	269,820
Accounts and interest receivable	-	233	-	233	7	-	240
Total restricted assets	332,807	92,528	-	425,335	204,312	3,031	632,678
Costs to be recovered from future revenues	376,214	220,155	-	596,369	285,550	30	881,949
Hedging derivative instruments	150,453	-	-	150,453	-	-	150,453
Other assets	20,335	7,051	(4,765)	22,621	318	-	22,939
Total noncurrent assets	879,809	319,734	(4,765)	1,194,778	490,180	3,061	1,688,019
Capital assets:							
Land and easements	124,836	6,660	-	131,496	79,102	3,051	213,649
Plant in service	6,007,751	1,316,043	-	7,323,794	5,030,852	60,858	12,415,504
Less accumulated depreciation	(3,643,809)	(1,313,789)	-	(4,957,598)	(2,532,588)	(31,841)	(7,522,027)
Plant in service, net	2,488,778	8,914	-	2,497,692	2,577,366	32,068	5,107,126
Construction work in progress	120,138	-	-	120,138	246,928	2,301	369,367
Net capital assets	2,608,916	8,914	-	2,617,830	2,824,294	34,369	5,476,493
Total assets	3,934,593	384,248	(9,044)	4,309,797	3,511,683	39,156	7,860,636
Deferred outflows of resources							
Unrealized pension contributions and losses	90,081	4,616	-	94,697	62,599	-	157,296
Accumulated decrease in fair value of hedging derivatives	102,752	-	-	102,752	26,603	-	129,355
Unamortized deferred losses on refundings	51,043	3,099	-	54,142	35,430	157	89,729
Unrealized asset retirement obligations	37,601	68	-	37,669	-	-	37,669
Unrealized OPEB contributions and losses	4,308	-	-	4,308	2,994	-	7,302
Total deferred outflows of resources	285,785	7,783	-	293,568	127,626	157	421,351
Total assets and deferred outflows of resources	$ 4,220,378	$ 392,031	$ (9,044)	$ 4,603,365	$ 3,639,309	$ 39,313	$ 8,281,987

JEA
Combining Statement of Net Position
(in thousands) September 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	$ 67,698	$ 517	$ (33)	$ 68,182	$ 8,418	$ 102	$ 76,702
Customer deposits and prepayments	57,354	-	-	57,354	17,676	-	75,030
Billings on behalf of state and local governments	22,218	-	-	22,218	3,788	-	26,006
Compensation and benefits payable	7,229	-	-	7,229	6,069	63	13,361
City of Jacksonville payable	7,978	-	-	7,978	2,215	-	10,193
Asset retirement obligations	3,239	68	-	3,307	-	-	3,307
Total current liabilities	165,716	585	(33)	166,268	38,166	165	204,599
Current liabilities payable from restricted assets:							
Debt due within one year	66,220	14,175	-	80,395	9,370	1,770	91,535
Interest payable	24,886	4,947	-	29,833	20,994	627	51,454
Construction contracts and accounts payable	9,226	5,732	(4,246)	10,712	33,924	830	45,466
Renewal and replacement reserve	-	32,776	-	32,776	-	-	32,776
Total current liabilities payable from restricted assets	100,332	57,630	(4,246)	153,716	64,288	3,227	221,231
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,444,040	237,590	-	1,681,630	1,196,905	29,640	2,908,175
Unamortized premium (discount), net	99,631	331	-	99,962	94,127	(19)	194,070
Fair value of debt management strategy instruments	102,752	-	-	102,752	26,603	-	129,355
Total long-term debt	1,646,423	237,921	-	1,884,344	1,317,635	29,621	3,231,600
Net pension liability	430,446	-	-	430,446	299,123	-	729,569
Asset retirement obligations	34,362	-	-	34,362	-	-	34,362
Compensation and benefits payable	23,915	-	-	23,915	9,441	77	33,433
Net OPEB liability	3,030	-	-	3,030	2,106	-	5,136
Other liabilities	18,338	4,765	(4,765)	18,338	-	-	18,338
Total noncurrent liabilities	2,156,514	242,686	(4,765)	2,394,435	1,628,305	29,698	4,052,438
Total liabilities	2,422,562	300,901	(9,044)	2,714,419	1,730,759	33,090	4,478,268
Deferred inflows of resources							
Revenues to be used for future costs	121,643	5,094	-	126,737	30,077	-	156,814
Accumulated increase in fair value of hedging derivatives	150,453	-	-	150,453	-	-	150,453
Unrealized OPEB gains	8,688	-	-	8,688	6,037	-	14,725
Unrealized pension gains	7,355	1,807	-	9,162	5,111	-	14,273
Total deferred inflows of resources	288,139	6,901	-	295,040	41,225	-	336,265
Net position							
Net investment in (divestment of) capital assets	1,089,669	(15,562)	-	1,074,107	1,619,661	2,336	2,696,104
Restricted for:							
Capital projects	184,086	-	-	184,086	111,339	634	296,059
Debt service	64,931	14,542	-	79,473	9,180	1,770	90,423
Other purposes	3,060	30,166	4,246	37,472	7,302	-	44,774
Unrestricted	167,931	55,083	(4,246)	218,768	119,843	1,483	340,094
Total net position	1,509,677	84,229	-	1,593,906	1,867,325	6,223	3,467,454
Total liabilities, deferred inflows of resources, and net position	$ 4,220,378	$ 392,031	$ (9,044)	$ 4,603,365	$ 3,639,309	$ 39,313	$ 8,281,987

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended August 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 92,219	$ -	$ -	$ 92,219	$ -	$ -	$ (785)	$ 91,434
Electric - fuel and purchased power	96,477	1,927	(1,927)	96,477	-	-	(1,406)	95,071
Water and sewer	-	-	-	-	46,470	-	(45)	46,425
District energy system	-	-	-	-	-	1,011	(61)	950
Other operating revenues	2,061	-	-	2,061	1,317	-	(269)	3,109
Total operating revenues	190,757	1,927	(1,927)	190,757	47,787	1,011	(2,566)	236,989
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	21,794	(23,337)	-	(1,543)	18,031	642	(2,566)	14,564
Fuel	69,230	-	-	69,230	-	-	-	69,230
Purchased power	38,669	-	(1,927)	36,742	-	-	-	36,742
Depreciation	17,743	34	-	17,777	14,266	215	-	32,258
State utility and franchise taxes	8,788	-	-	8,788	1,019	-	-	9,807
Recognition of deferred costs and revenues, net	132	1,239	-	1,371	1,138	-	-	2,509
Total operating expenses	156,356	(22,064)	(1,927)	132,365	34,454	857	(2,566)	165,110
Operating income	34,401	23,991	-	58,392	13,333	154	-	71,879
Nonoperating revenues (expenses)								
Interest on debt	(4,768)	(694)	-	(5,462)	(3,377)	(111)	-	(8,950)
Earnings from The Energy Authority	3,851	-	-	3,851	-	-	-	3,851
Allowance for funds used during construction	498	-	-	498	1,091	16	-	1,605
Other nonoperating income, net	260	21	-	281	509	-	-	790
Investment income	477	327	-	804	406	6	-	1,216
Other interest, net	(26)	-	-	(26)	6	-	-	(20)
Total nonoperating expenses, net	292	(346)	-	(54)	(1,365)	(89)	-	(1,508)
Income before contributions	34,693	23,645	-	58,338	11,968	65	-	70,371
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,879)	-	-	(7,879)	(2,223)	-	-	(10,102)
Developers and other	510	-	-	510	15,757	-	-	16,267
Reduction of plant cost through contributions	(510)	-	-	(510)	(10,653)	-	-	(11,163)
Total contributions, net	(7,879)	-	-	(7,879)	2,881	-	-	(4,998)
Change in net position	26,814	23,645	-	50,459	14,849	65	-	65,373
Net position, beginning of period	1,637,608	53,948	-	1,691,556	1,957,580	6,216	-	3,655,352
Net position, end of period	$ 1,664,422	$ 77,593	$ -	$ 1,742,015	$ 1,972,429	$ 6,281	$ -	$ 3,720,725

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended August 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 85,355	$ -	$ -	$ 85,355	$ -	$ -	$ (767)	$ 84,588
Electric - fuel and purchased power	48,308	2,224	(2,223)	48,309	-	-	(695)	47,614
Water and sewer	-	-	-	-	40,912	-	(18)	40,894
District energy system	-	-	-	-	-	794	(32)	762
Other operating revenues	2,097	-	-	2,097	1,720	-	(184)	3,633
Total operating revenues	135,760	2,224	(2,223)	135,761	42,632	794	(1,696)	177,491
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	21,403	(42)	-	21,361	14,147	413	(1,696)	34,225
Fuel	41,307	-	-	41,307	-	-	-	41,307
Purchased power	15,276	-	(2,223)	13,053	-	-	-	13,053
Depreciation	18,315	34	-	18,349	14,209	224	-	32,782
State utility and franchise taxes	5,761	-	-	5,761	923	-	-	6,684
Recognition of deferred costs and revenues, net	183	1,157	-	1,340	1,581	-	-	2,921
Total operating expenses	102,245	1,149	(2,223)	101,171	30,860	637	(1,696)	130,972
Operating income	33,515	1,075	-	34,590	11,772	157	-	46,519
Nonoperating revenues (expenses)								
Interest on debt	(4,865)	(815)	-	(5,680)	(3,185)	(106)	-	(8,971)
Earnings from The Energy Authority	3,267	-	-	3,267	-	-	-	3,267
Allowance for funds used during construction	339	-	-	339	653	3	-	995
Other nonoperating income, net	335	24	-	359	204	-	-	563
Investment income	267	10	-	277	292	-	-	569
Other interest, net	(2)	-	-	(2)	-	-	-	(2)
Total nonoperating expenses, net	(659)	(781)	-	(1,440)	(2,036)	(103)	-	(3,579)
Income before contributions	32,856	294	-	33,150	9,736	54	-	42,940
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,801)	-	-	(7,801)	(2,200)	-	-	(10,001)
Developers and other	306	-	-	306	7,498	-	-	7,804
Reduction of plant cost through contributions	(306)	-	-	(306)	(3,244)	-	-	(3,550)
Total contributions, net	(7,801)	-	-	(7,801)	2,054	-	-	(5,747)
Change in net position	25,055	294	-	25,349	11,790	54	-	37,193
Net position, beginning of period	1,476,336	85,204	-	1,561,540	1,852,929	6,204	-	3,420,673
Net position, end of period	$ 1,501,391	$ 85,498	$ -	$ 1,586,889	$ 1,864,719	$ 6,258	$ -	$ 3,457,866

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the eleven months ended August 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 811,983	$ -	$ -	$ 811,983	$ -	$ -	$ (8,072)	$ 803,911
Electric - fuel and purchased power	589,640	51,333	(51,333)	589,640	-	-	(9,714)	579,926
Water and sewer	-	-	-	-	450,224	-	(265)	449,959
District energy system	-	-	-	-	-	7,955	(403)	7,552
Other operating revenues	121,662	228	-	121,890	18,681	8	(2,483)	138,096
Total operating revenues	1,523,285	51,561	(51,333)	1,523,513	468,905	7,963	(20,937)	1,979,444
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	212,911	9,663	-	222,574	173,829	4,491	(20,937)	379,957
Fuel	438,593	-	-	438,593	-	-	-	438,593
Purchased power	306,154	-	(51,333)	254,821	-	-	-	254,821
Depreciation	305,728	376	-	306,104	159,224	2,400	-	467,728
State utility and franchise taxes	63,621	-	-	63,621	10,349	-	-	73,970
Recognition of deferred costs and revenues, net	(70,808)	40,198	-	(30,610)	11,680	-	-	(18,930)
Total operating expenses	1,256,199	50,237	(51,333)	1,255,103	355,082	6,891	(20,937)	1,596,139
Operating income	267,086	1,324	-	268,410	113,823	1,072	-	383,305
Nonoperating revenues (expenses)								
Interest on debt	(55,847)	(8,729)	-	(64,576)	(36,746)	(1,151)	-	(102,473)
Earnings from The Energy Authority	28,786	-	-	28,786	-	-	-	28,786
Allowance for funds used during construction	3,189	-	-	3,189	8,773	126	-	12,088
Other nonoperating income, net	3,496	237	-	3,733	2,544	-	-	6,277
Investment income	(4,311)	532	-	(3,779)	(1,590)	11	-	(5,358)
Other interest, net	(987)	-	-	(987)	(216)	-	-	(1,203)
Total nonoperating expenses, net	(25,674)	(7,960)	-	(33,634)	(27,235)	(1,014)	-	(61,883)
Income before contributions	241,412	(6,636)	-	234,776	86,588	58	-	321,422
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(86,667)	-	-	(86,667)	(24,445)	-	-	(111,112)
Developers and other	5,100	-	-	5,100	100,595	-	-	105,695
Reduction of plant cost through contributions	(5,100)	-	-	(5,100)	(57,634)	-	-	(62,734)
Total contributions, net	(86,667)	-	-	(86,667)	18,516	-	-	(68,151)
Change in net position	154,745	(6,636)	-	148,109	105,104	58	-	253,271
Net position, beginning of year	1,509,677	84,229	-	1,593,906	1,867,325	6,223	-	3,467,454
Net position, end of period	$ 1,664,422	$ 77,593	$ -	$ 1,742,015	$ 1,972,429	$ 6,281	$ -	$ 3,720,725

JEA

Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the eleven months ended August 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	$ 781,073	$ -	$ -	$ 781,073	$ -	$ -	$ (7,787)	$ 773,286
Electric - fuel and purchased power	378,822	24,420	(24,420)	378,822	-	-	(7,094)	371,728
Water and sewer	-	-	-	-	417,203	-	(239)	416,964
District energy system	-	-	-	-	-	7,194	(302)	6,892
Other operating revenues	23,137	111	-	23,248	12,966	1	(2,030)	34,185
Total operating revenues	1,183,032	24,531	(24,420)	1,183,143	430,169	7,195	(17,452)	1,603,055
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	203,488	3,735	-	207,223	146,339	3,904	(17,452)	340,014
Fuel	325,150	-	-	325,150	-	-	-	325,150
Purchased power	123,940	-	(24,420)	99,520	-	-	-	99,520
Depreciation	199,142	376	-	199,518	157,514	2,360	-	359,392
State utility and franchise taxes	54,193	-	-	54,193	9,956	-	-	64,149
Recognition of deferred costs and revenues, net	6,543	12,721	-	19,264	7,121	-	-	26,385
Total operating expenses	912,456	16,832	(24,420)	904,868	320,930	6,264	(17,452)	1,214,610
Operating income	270,576	7,699	-	278,275	109,239	931	-	388,445
Nonoperating revenues (expenses)								
Interest on debt	(60,600)	(8,966)	-	(69,566)	(39,964)	(1,165)	-	(110,695)
Earnings from The Energy Authority	14,506	-	-	14,506	-	-	-	14,506
Allowance for funds used during construction	2,820	-	-	2,820	5,329	12	-	8,161
Other nonoperating income, net	3,706	266	-	3,972	261	-	-	4,233
Investment income	1,522	120	-	1,642	1,396	2	-	3,040
Other interest, net	(30)	-	-	(30)	20	-	-	(10)
Total nonoperating expenses, net	(38,076)	(8,580)	-	(46,656)	(32,958)	(1,151)	-	(80,765)
Income before contributions	232,500	(881)	-	231,619	76,281	(220)	-	307,680
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(85,809)	-	-	(85,809)	(24,202)	-	-	(110,011)
Developers and other	2,663	-	-	2,663	84,318	-	-	86,981
Reduction of plant cost through contributions	(2,663)	-	-	(2,663)	(48,111)	-	-	(50,774)
Total contributions, net	(85,809)	-	-	(85,809)	12,005	-	-	(73,804)
Change in net position	146,691	(881)	-	145,810	88,286	(220)	-	233,876
Net position, beginning of year	1,354,700	86,379	-	1,441,079	1,776,433	6,478	-	3,223,990
Net position, end of period	$ 1,501,391	$ 85,498	$ -	$ 1,586,889	$ 1,864,719	$ 6,258	$ -	$ 3,457,866

JEA

Combining Statement of Cash Flows
(in thousands - unaudited) for the eleven months ended August 2022

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	$ 1,249,917	$ 51,556	$ (47,365)	$ 1,254,108	$ 458,573	$ 8,391	$ (18,454)	$ 1,702,618
Payments to suppliers	(824,801)	(6,936)	47,365	(784,372)	(119,300)	(3,897)	20,937	(886,632)
Payments for salaries and benefits	(170,413)	(6,900)	-	(177,313)	(68,315)	(679)	-	(246,307)
Other operating activities	125,246	206	-	125,452	19,693	8	(2,483)	142,670
Net cash provided by operating activities	379,949	37,926	-	417,875	290,651	3,823	-	712,349
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(86,589)	-	-	(86,589)	(24,422)	-	-	(111,011)
Net cash used in noncapital and related financing activities	(86,589)	-	-	(86,589)	(24,422)	-	-	(111,011)
Capital and related financing activities								
Acquisition and construction of capital assets	(160,369)	-	-	(160,369)	(233,167)	(3,163)	-	(396,699)
Defeasance of debt	(47,630)	(27,255)	-	(74,885)	-	-	-	(74,885)
Interest paid on debt	(64,351)	(9,439)	-	(73,790)	(47,817)	(1,257)	-	(122,864)
Repayment of debt principal	(66,220)	(14,175)	-	(80,395)	(9,370)	(1,770)	-	(91,535)
Capital contributions	-	-	-	-	42,961	-	-	42,961
Revolving credit agreement withdrawals	-	-	-	-	-	3,000	-	3,000
Other capital financing activities	5,482	186	-	5,668	3,016	-	-	8,684
Net cash used in capital and related financing activities	(333,088)	(50,683)	-	(383,771)	(244,377)	(3,190)	-	(631,338)
Investing activities								
Proceeds from sale and maturity of investments	202,461	38,561	-	241,022	63,103	-	-	304,125
Purchase of investments	(325,962)	(26,072)	-	(352,034)	(151,187)	-	-	(503,221)
Distributions from The Energy Authority	13,355	-	-	13,355	-	-	-	13,355
Investment income	2,430	597	-	3,027	2,200	11	-	5,238
Net cash provided by (used in) investing activities	(107,716)	13,086	-	(94,630)	(85,884)	11	-	(180,503)
Net change in cash and cash equivalents	(147,444)	329	-	(147,115)	(64,032)	644	-	(210,503)
Cash and cash equivalents at beginning of year	386,774	133,953	-	520,727	188,136	4,250	-	713,113
Cash and cash equivalents at end of period	$ 239,330	$ 134,282	$ -	$ 373,612	$ 124,104	$ 4,894	$ -	$ 502,610
Reconciliation of operating income to net cash provided by operating activities								
Operating income	$ 267,086	$ 1,324	$ -	$ 268,410	$ 113,823	$ 1,072	$ -	$ 383,305
Adjustments:								
Depreciation and amortization	305,728	376	-	306,104	159,499	2,400	-	468,003
Recognition of deferred costs and revenues, net	(70,808)	40,198	-	(30,610)	11,680	-	-	(18,930)
Other nonoperating income, net	(903)	-	-	(903)	(216)	-	-	(1,119)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	(99,517)	222	-	(99,295)	(7,265)	436	-	(106,124)
Inventories	(23,350)	-	-	(23,350)	(5,676)	-	-	(29,026)
Other assets	(36,361)	114	-	(36,247)	722	(4)	-	(35,529)
Accounts and accrued expenses payable	88,192	3,648	-	91,840	18,239	(98)	-	109,981
Current liabilities payable from restricted assets	-	(7,956)	-	(7,956)	-	-	-	(7,956)
Other noncurrent liabilities and deferred inflows	(50,118)	-	-	(50,118)	(155)	17	-	(50,256)
Net cash provided by operating activities	$ 379,949	$ 37,926	$ -	$ 417,875	$ 290,651	$ 3,823	$ -	$ 712,349
Noncash activity								
Contribution of capital assets from developers	$ 5,100	$ -	$ -	$ 5,100	$ 57,634	$ -	$ -	$ 62,734
Unrealized investment fair market value changes, net	$ (6,927)	$ (61)	$ -	$ (6,988)	$ (4,186)	$ -	$ -	$ (11,174)

JEA
Combining Statement of Cash Flows
(in thousands - unaudited) for the eleven months ended August 2021

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	$ 1,122,158	$ 24,317	$ (24,478)	$ 1,121,997	$ 425,076	$ 6,836	$ (15,422)	$ 1,538,487
Payments to suppliers	(533,724)	(9,220)	24,478	(518,466)	(92,804)	(3,384)	17,452	(597,202)
Payments for salaries and benefits	(156,019)	-	-	(156,019)	(63,530)	(639)	-	(220,188)
Other operating activities	22,655	73	-	22,728	12,841	1	(2,030)	33,540
Net cash provided by operating activities	455,070	15,170	-	470,240	281,583	2,814	-	754,637
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(85,831)	-	-	(85,831)	(24,082)	-	-	(109,913)
Net cash used in noncapital and related financing activities	(85,831)	-	-	(85,831)	(24,082)	-	-	(109,913)
Capital and related financing activities								
Acquisition and construction of capital assets	(140,869)	-	-	(140,869)	(167,952)	(1,038)	-	(309,859)
Defeasance of debt	(164,150)	-	-	(164,150)	(152,105)	-	-	(316,255)
Proceeds received from debt	44,560	-	-	44,560	121,815	-	-	166,375
Interest paid on debt	(67,688)	(10,169)	-	(77,857)	(51,843)	(1,275)	-	(130,975)
Repayment of debt principal	(67,765)	(13,340)	-	(81,105)	(19,870)	(1,725)	-	(102,700)
Capital contributions	-	-	-	-	36,207	-	-	36,207
Revolving credit agreement repayments	-	-	-	-	(5,000)	-	-	(5,000)
Other capital financing activities	18,580	304	-	18,884	28,911	-	-	47,795
Net cash used in capital and related financing activities	(377,332)	(23,205)	-	(400,537)	(209,837)	(4,038)	-	(614,412)
Investing activities								
Proceeds from sale and maturity of investments	181,479	26,968	-	208,447	35,346	-	-	243,793
Purchase of investments	(211,844)	(27,485)	-	(239,329)	(27,027)	-	-	(266,356)
Distributions from The Energy Authority	3,079	-	-	3,079	-	-	-	3,079
Investment income	3,504	144	-	3,648	2,174	2	-	5,824
Net cash provided by (used in) investing activities	(23,782)	(373)	-	(24,155)	10,493	2	-	(13,660)
Net change in cash and cash equivalents	(31,875)	(8,408)	-	(40,283)	58,157	(1,222)	-	16,652
Cash and cash equivalents at beginning of year	355,876	141,132	-	497,008	138,268	5,856	-	641,132
Cash and cash equivalents at end of period	$ 324,001	$ 132,724	$ -	$ 456,725	$ 196,425	$ 4,634	$ -	$ 657,784
Reconciliation of operating income to net cash provided by operating activities								
Operating income	$ 270,576	$ 7,699	$ -	$ 278,275	$ 109,239	$ 931	$ -	$ 388,445
Adjustments:								
Depreciation and amortization	199,142	376	-	199,518	158,535	2,360	-	360,413
Recognition of deferred costs and revenues, net	6,543	12,721	-	19,264	7,121	-	-	26,385
Other nonoperating income (loss), net	13	-	-	13	48	-	-	61
Changes in noncash assets and noncash liabilities:								
Accounts receivable	(1,936)	(103)	-	(2,039)	(310)	(358)	-	(2,707)
Inventories	(2,234)	-	-	(2,234)	29	-	-	(2,205)
Other assets	(262)	3,930	-	3,668	(377)	(5)	-	3,286
Accounts and accrued expenses payable	21,903	(4,366)	-	17,537	(1,302)	(120)	-	16,115
Current liabilities payable from restricted assets	-	(5,352)	-	(5,352)	-	-	-	(5,352)
Other noncurrent liabilities and deferred inflows	(38,675)	265	-	(38,410)	8,600	6	-	(29,804)
Net cash provided by operating activities	$ 455,070	$ 15,170	$ -	$ 470,240	$ 281,583	$ 2,814	$ -	$ 754,637
Noncash activity								
Contribution of capital assets from developers	$ 2,663	$ -	$ -	$ 2,663	$ 48,111	$ -	$ -	$ 50,774
Unrealized investment fair market value changes, net	$ (1,796)	$ (20)	$ -	$ (1,816)	$ (993)	$ -	$ -	$ (2,809)

JEA

Debt Service Coverage
August 2022
(unaudited)

	Month August		Year-to-Date August	
	2022	**2021**	**2022**	**2021**
Electric System				
Senior debt service coverage, (annual minimum 1.20x)	12.73 x	14.97 x	11.11 x	11.89 x
Senior and subordinated debt service coverage, (annual minimum 1.15x)	7.31 x	6.55 x	6.13 x	5.21 x
Bulk Power Supply System				
Debt service coverage, (annual minimum 1.15x)	1.65 x	1.66 x	9.84 x	1.30 x
St. Johns River Power Park, Second Resolution				
Debt service coverage, (annual minimum 1.15x)	1.16 x	1.13 x	2.40 x	1.15 x
Water and Sewer System				
Senior debt service coverage, (annual minimum 1.25x)	8.65 x	8.55 x	7.87 x	7.30 x
Senior and subordinated debt service coverage excluding capacity fees [(1)]	6.25 x	6.46 x	5.92 x	5.65 x
Senior and subordinated debt service coverage including capacity fees [(1)]	7.35 x	7.45 x	6.80 x	6.39 x
District Energy System				
Debt service coverage	1.50 x	1.52 x	1.26 x	1.19 x

[(1)] Annual minimum coverage is either 1.00x aggregate debt service and aggregate subordinated debt service (excluding capacity charges) or the sum of 1.00x aggregate debt service and 1.20x aggregate subordinated debt service (including capacity charges).

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Electric System
Operating Statistics
August 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Electric revenues sales (000s omitted):						
Residential	$ 101,609	$ 67,730	50.02%	$ 698,915	$ 584,489	19.58%
Commercial	55,947	36,975	51.31%	419,277	344,576	21.68%
Industrial	29,656	17,636	68.16%	219,459	174,379	25.85%
Public street lighting	1,367	1,168	17.04%	13,612	12,657	7.55%
Electric revenues - territorial	188,579	123,509	52.68%	1,351,263	1,116,101	21.07%
Sales for resale - off system	191	5	3720.00%	899	2,128	-57.75%
Electric revenues	188,770	123,514	52.83%	1,352,162	1,118,229	20.92%
Regulatory	(75)	10,162	-100.74%	49,460	43,257	14.34%
Allowance for doubtful accounts	-	(13)	-100.00%	-	(1,591)	-100.00%
Net electric revenues	188,695	133,663	41.17%	1,401,622	1,159,895	20.84%
MWh sales						
Residential	632,347	598,744	5.61%	5,220,516	5,113,444	2.09%
Commercial	391,884	384,416	1.94%	3,635,992	3,534,445	2.87%
Industrial	258,490	251,485	2.79%	2,475,622	2,420,818	2.26%
Public street lighting	4,557	4,708	-3.21%	50,356	50,908	-1.08%
Total MWh sales - territorial	1,287,278	1,239,353	3.87%	11,382,486	11,119,615	2.36%
Sales for resale - off system	1,970	60	3183.33%	11,819	22,638	-47.79%
Total MWh sales	1,289,248	1,239,413	4.02%	11,394,305	11,142,253	2.26%
Average number of accounts						
Residential	448,716	439,643	2.06%	444,408	435,943	1.94%
Commercial	55,214	54,516	1.28%	54,877	54,147	1.35%
Industrial	198	194	2.06%	198	196	1.02%
Public street lighting	3,986	3,992	-0.15%	3,988	3,975	0.33%
Total average accounts	508,114	498,345	1.96%	503,471	494,261	1.86%
Residential averages						
Revenue per account - $	226.44	154.06	46.99%	1,572.69	1,340.75	17.30%
kWh per account	1,409	1,362	3.48%	11,747	11,730	0.15%
Revenue per kWh - ¢	16.07	11.31	42.05%	13.39	11.43	17.12%
Degree days						
Heating degree days	-	-	-	1,069	1,208	(139)
Cooling degree days	521	532	(11)	2,468	2,409	59
Total degree days	521	532	(11)	3,537	3,617	(80)
Degree days - 30 year average	530			3,615		

JEA
Water and Sewer System
Operating Statistics
August 2022 and 2021 (unaudited)

Month

	Water			Sewer			Reuse		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**	**2022**	**2021**	**Variance**
Revenues (000s omitted):									
Residential	$ 10,377	$ 8,731	18.85%	$ 15,644	$ 13,253	18.04%	$ 1,898	$ 1,202	57.90%
Commercial and industrial	4,635	4,267	8.62%	10,153	9,886	2.70%	783	491	59.47%
Irrigation	3,362	2,785	20.72%	N/A	N/A	N/A	14	21	-33.33%
Gross revenues	18,374	15,783	16.42%	25,797	23,139	11.49%	2,695	1,714	57.23%
Rate stabilization	(1,466)	107	-1470.09%	1,018	158	544.30%	107	11	872.73%
Allowance for doubtful accounts	(21)	-		(30)	-		(4)	-	
Net revenues	$ 16,887	$ 15,890	6.27%	$ 26,785	$ 23,297	14.97%	$ 2,798	$ 1,725	62.20%
Kgal sales (000s omitted)									
Residential	1,773,610	1,505,549	17.80%	1,656,090	1,350,995	22.58%	321,645	175,718	83.05%
Commercial and industrial	1,303,850	1,223,324	6.58%	1,091,745	1,057,209	3.27%	168,007	102,301	64.23%
Irrigation	554,830	440,389	25.99%	N/A	N/A	N/A	60,583	68,055	-10.98%
Total kgals sales	3,632,290	3,169,262	14.61%	2,747,835	2,408,204	14.10%	550,235	346,074	58.99%
Average number of accounts:									
Residential	322,073	312,449	3.08%	288,164	278,745	3.38%	22,983	19,941	15.26%
Commercial and industrial	27,130	26,692	1.64%	19,282	18,974	1.62%	855	768	11.33%
Irrigation	38,436	38,156	0.73%	N/A	N/A	N/A	44	42	4.76%
Total average accounts	387,639	377,297	2.74%	307,446	297,719	3.27%	23,882	20,751	15.09%
Residential averages:									
Revenue per account - $	32.22	27.94	15.32%	54.29	47.55	14.17%	82.58	60.28	36.99%
Kgals per account	5.51	4.82	14.32%	5.75	4.85	18.56%	13.99	8.81	58.80%
Revenue per kgals - $	5.85	5.80	0.86%	9.45	9.81	-3.67%	5.90	6.84	-13.74%

Year-to-Date

	Water			Sewer			Reuse		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**	**2022**	**2021**	**Variance**
Revenues (000s omitted):									
Residential	$ 97,469	$ 92,181	5.74%	$ 146,605	$ 140,358	4.45%	$ 16,502	$ 13,317	23.92%
Commercial and industrial	45,445	43,604	4.22%	104,717	101,994	2.67%	6,694	5,207	28.56%
Irrigation	32,189	29,004	10.98%	N/A	N/A	N/A	217	262	-17.18%
Gross revenues	175,103	164,789	6.26%	251,322	242,352	3.70%	23,413	18,786	24.63%
Rate stabilization	(1,157)	(3,143)	-63.19%	1,463	(4,584)	-131.92%	173	(355)	-148.73%
Allowance for doubtful accounts	(36)	(244)	-85.25%	(51)	(372)	-86.29%	(6)	(26)	-76.92%
Net revenues	$ 173,910	$ 161,402	7.75%	$ 252,734	$ 237,396	6.46%	$ 23,580	$ 18,405	28.12%
Kgal sales (000s omitted)									
Residential	17,730,921	16,870,509	5.10%	15,627,117	14,805,255	5.55%	2,698,505	2,067,436	30.52%
Commercial and industrial	13,068,201	12,512,489	4.44%	11,311,828	10,958,209	3.23%	1,421,154	1,090,527	30.32%
Irrigation	5,349,233	4,617,957	15.84%	N/A	N/A	N/A	687,748	915,834	-24.90%
Total kgals sales	36,148,355	34,000,955	6.32%	26,938,945	25,763,464	4.56%	4,807,407	4,073,797	18.01%
Average number of accounts:									
Residential	317,896	308,207	3.14%	284,010	274,616	3.42%	21,645	18,816	15.04%
Commercial and industrial	26,922	26,500	1.59%	19,137	18,836	1.60%	813	730	11.37%
Irrigation	38,243	37,908	0.88%	N/A	N/A	N/A	43	41	4.88%
Total average accounts	383,061	372,615	2.80%	303,147	293,452	3.30%	22,501	19,587	14.88%
Residential averages:									
Revenue per account - $	306.61	299.09	2.51%	516.20	511.11	1.00%	762.39	707.75	7.72%
Kgals per account	55.78	54.74	1.90%	55.02	53.91	2.06%	124.67	109.88	13.46%
Revenue per kgals - $	5.50	5.46	0.73%	9.38	9.48	-1.05%	6.12	6.44	-4.97%

	Month				Year-to-Date			
Rain statistics	**2022**	**2021**	**Variance**	**30 Year Avg**	**2022**	**2021**	**Variance**	**30 Year Avg**
Rainfall	10.40	7.48	2.92	6.88	53.79	51.29	2.50	45.84
Rain Days	16	20	(4)	15	97	127	(30)	102

Appendix

JEA
Schedule of Cash and Investments
(in thousands - unaudited) August 2022

	Electric System and Bulk Power Supply	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	$ 48,566	$ 31,855	$ 80,421	$ 21,459	$ 1,885	$ 103,765
Rate stabilization:						
Environmental	20,706	-	20,706	29,598	-	50,304
DSM/Conservation	9,103	-	9,103	-	-	9,103
Fuel	1	-	1	-	-	1
Total rate stabilization funds	29,810	-	29,810	29,598	-	59,408
Customer deposits	44,231	-	44,231	15,092	-	59,323
General reserve	-	20,606	20,606	-	-	20,606
Self insurance reserve funds:						
Self funded health plan	14,111	-	14,111	-	-	14,111
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	24,111	-	24,111	-	-	24,111
Environmental liability reserve	15,900	-	15,900	-	-	15,900
Total unrestricted cash and investments	$ 162,618	$ 52,461	$ 215,079	$ 66,149	$ 1,885	$ 283,113
Restricted assets						
Renewal and replacement funds	$ 249,743	$ 30,243	$ 279,986	$ 152,710	$ 840	$ 433,536
Debt service reserve account	53,352	8,127	61,479	56,606	-	118,085
Debt service funds	62,337	17,519	79,856	27,977	2,169	110,002
Construction funds	111	-	111	(5,260)	-	(5,149)
Environmental funds	-	-	-	1,659	-	1,659
Subtotal	365,543	55,889	421,432	233,692	3,009	658,133
Unrealized holding gain (loss) on investments	(3,950)	21	(3,929)	(2)	-	(3,931)
Other funds	-	27,178	27,178	-	-	27,178
Total restricted cash and investments	$ 361,593	$ 83,088	$ 444,681	$ 233,690	$ 3,009	$ 681,380
Total cash and investments	$ 524,211	$ 135,549	$ 659,760	$ 299,839	$ 4,894	$ 964,493

JEA
Schedule of Cash and Investments
(in thousands) September 2021

	Electric System and Bulk Power Supply	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	$ 56,985	$ 34,229	$ 91,214	$ 28,547	$ 1,219	$ 120,980
Rate stabilization:						
Fuel	41,767	-	41,767	-	-	41,767
Environmental	19,756	-	19,756	30,077	-	49,833
Purchased Power	10,513	-	10,513	-	-	10,513
DSM/Conservation	7,233	-	7,233	-	-	7,233
Total rate stabilization funds	79,269	-	79,269	30,077	-	109,346
Customer deposits	45,179	-	45,179	17,044	-	62,223
General reserve	-	21,246	21,246	-	-	21,246
Self insurance reserve funds:						
Self funded health plan	14,272	-	14,272	-	-	14,272
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	24,272	-	24,272	-	-	24,272
Environmental liability reserve	16,568	-	16,568	-	-	16,568
Total unrestricted cash and investments	$ 222,273	$ 55,475	$ 277,748	$ 75,668	$ 1,219	$ 354,635
Restricted assets						
Renewal and replacement funds	$ 183,800	$ 32,776	$ 216,576	$ 97,066	$ 634	$ 314,276
Debt service reserve account	55,844	10,087	65,931	55,665	-	121,596
Debt service funds	89,817	19,489	109,306	30,006	2,397	141,709
Construction funds	286	-	286	14,266	-	14,552
Environmental funds	83	-	83	3,118	-	3,201
Subtotal	329,830	62,352	392,182	200,121	3,031	595,334
Unrealized holding gain (loss) on investments	2,977	72	3,049	4,184	-	7,233
Other funds	-	29,871	29,871	-	-	29,871
Total restricted cash and investments	$ 332,807	$ 92,295	$ 425,102	$ 204,305	$ 3,031	$ 632,438
Total cash and investments	$ 555,080	$ 147,770	$ 702,850	$ 279,973	$ 4,250	$ 987,073

JEA

INVESTMENT PORTFOLIO REPORT
AUGUST 2022
(unaudited)

	INVESTMENT	BOOK VALUE	YIELD	% OF TOTAL
*	Treasuries	$ 19,808,594	0.79%	2.05%
	Agencies			
	Federal Farm Credit Bank	24,938,536	1.08%	2.59%
	Federal Home Loan Bank	188,925,456	1.69%	19.59%
	Total	213,863,992	1.62%	22.17%
	Municipal Bonds	110,641,674	3.09%	11.47%
	Commercial Paper	186,278,910	1.85%	19.31%
	U.S. Treasury Money Market Funds (1)	19,550,006	2.14%	2.03%
	Agency Money Market Funds (2)	102,975,000	2.20%	10.68%
	PALM Money Market Fund	30,500,000	1.66%	3.16%
	Florida Prime Fund	97,300,000	1.80%	10.09%
	Wells Fargo Bank Accounts (3)			
	Electric, Scherer	61,913,794	1.42%	6.42%
	SJRPP	120,355,927	1.42%	12.48%
	Water & Sewer, DES	1,400,134	1.42%	0.15%
	Total Portfolio	$ 964,588,031	1.87%	100.00%

* Backed by Full Faith and Credit of U. S. Government

Weighted Avg. Annual Yield Excluding Bank & Money Market Funds: 1.97%

Weighted Avg. Annual Yield Including Bank & Money Market Funds: 1.87%

Some investments listed above may be classified as Cash Equivalents on the Statements of Net Position in accordance with generally accepted accounting principles.

(1) Treasury Funds: Fidelity, Goldman Sachs, State Street
(2) Government Funds: State Street, Wells Fargo Allspring
(3) Month-end bank balances

JEA **Page 22**
Schedule of Outstanding Indebtedness
August 2022
(unaudited)

	Interest Rates	Principal Payment Dates	Par Amount Principal Outstanding	Current Portion of Long-Term Debt
Electric Enterprise				
Electric System				
Fixed Rate Senior	3.000 - 6.056%	2022-2044	440,625,000	17,195,000
Fixed Rate Subordinated	3.375 - 6.406%	2022-2039	434,550,000	15,850,000
Variable Rate Senior	1.653 - 2.153%	2022-2040	439,835,000	8,925,000
Variable Rate Subordinated	1.543 - 1.721%	2022-2038	54,225,000	2,740,000
Total Electric System	3.255% (wtd avg)	2022-2044	1,369,235,000	44,710,000
Bulk Power Supply System				
Fixed Rate Senior	5.520 - 5.920%	2022-2030	27,175,000	2,410,000
St. Johns River Power Park				
Fixed Rate Senior	2.500 - 5.450%	2022-2039	210,335,000	15,285,000
Total Electric Enterprise	3.362% (wtd avg)	2022-2044	1,606,745,000	62,405,000
Water and Sewer System				
Fixed Rate Senior	3.000 - 6.310%	2022-2044	867,510,000	2,220,000
Fixed Rate Subordinated	2.750 - 5.000%	2023-2040	88,845,000	-
Variable Rate Senior[(1)]	1.720 - 8.480%	2022-2042	142,165,000	5,055,000
Variable Rate Subordinated	1.532 - 1.718%	2022-2038	98,385,000	2,575,000
Total Water and Sewer System	3.411% (wtd avg)	2022-2044	1,196,905,000	9,850,000
District Energy System				
Fixed Rate Senior	3.000 - 4.538%	2022-2034	29,640,000	1,815,000
Other Obligations	3.328%	2024	3,000,000	-
Total District Energy System	4.219% (wtd avg)	2022-2034	32,640,000	1,815,000
Total JEA	3.392% (wtd avg)	2022-2044	2,836,290,000	74,070,000

JEA
Debt Ratio
(unaudited)

	Current YTD
Electric Enterprise	54.0%
Water and Sewer System	38.1%

[(1)] Includes a variable rate CPI bond with a current variable rate of 8.480%, which is synthetically fixed at 4.090% with a CPI interest rate swap.

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Interest Rate Swap Position Report
August 2022
(unaudited)

JEA Debt Management Swaps Variable to Fixed

ID	Dealer	Effective Date	Termination Date	Allocation	Fixed Rate	Floating Rate (1)	Spread	Rate Cap	Index
Electric System									
1	Goldman Sachs	9/18/2003	9/16/2033	$ 84,800,000	3.717	1.614	2.103	n/a	68% 1 mth Libor
3	Morgan Stanley	1/27/2005	10/1/2039	82,575,000	4.351	1.703	2.648	n/a	SIFMA
4	JPMorgan	1/27/2005	10/1/2035	78,300,000	3.661	1.614	2.047	n/a	68% 1 mth Libor
6	JPMorgan	1/27/2005	10/1/2037	39,175,000	3.716	1.614	2.102	n/a	68% 1 mth Libor
8	Morgan Stanley	1/31/2007	10/1/2031	62,980,000	3.907	1.703	2.204	n/a	SIFMA
10	Goldman Sachs	1/31/2008	10/1/2036	51,680,000	3.836	1.703	2.133	n/a	SIFMA
			Total	399,510,000					
Water/Sewer System									
7	Morgan Stanley	10/31/2006	10/1/2022	5,055,000	4.090	8.480	(4.390)	n/a	CPI
9	Merrill Lynch	3/8/2007	10/1/2041	85,290,000	3.895	1.703	2.192	n/a	SIFMA
			Total	90,345,000					
			Grand Total	$ 489,855,000	Wtd Avg Spread		2.151		

Note: (1) The "Floating Rate" column is the average of the floating rate for each instrument for this month.

JEA
Electric System
Production Statistics
August 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Generated power:						
Steam:						
Fuel oil #6						
Fuel expense	$ 418,115	$ -		$ 3,950,592	$ 2,197,864	79.75%
Barrels consumed	3,473	-		36,768	20,262	81.46%
$/ per barrel consumed	$ 120.39	$ -		$ 107.45	$ 108.47	-0.95%
kWh generated (1)	1,986,367	-		20,353,883	10,376,120	96.16%
Cost per MWh	$ 210.49	$ -		$ 194.10	$ 211.82	-8.37%
Natural gas units #1-3						
Fuel expense - variable	$ 25,474,315	$ 9,901,585	157.28%	$ 127,617,462	$ 60,958,167	109.35%
MMBTUs consumed	2,098,471	2,361,731	-11.15%	18,318,831	19,760,944	-7.30%
$/ per MMBTU consumed	$ 12.14	$ 4.19	189.55%	$ 6.97	$ 3.08	125.83%
kWh generated (1)	189,306,502	214,558,117	-11.77%	1,610,591,422	1,779,795,317	-9.51%
Cost per MWh	$ 134.57	$ 46.15	191.59%	$ 79.24	$ 34.25	131.35%
Biomass units #1-2						
Fuel expense	$ 138,065.00	$ 1,366.00	10007.25%	$ 1,183,040.00	$ 1,366.00	86506.15%
kWh generated	6,043,080	-		29,733,256	-	
Cost per MWh	$ 22.85	$ -		$ 39.79	$ -	
Coal						
Fuel expense	$ 3,891,240	$ 2,223,892	74.97%	$ 34,709,925	$ 18,512,653	87.49%
kWh generated	54,427,373	51,719,168	5.24%	466,462,281	615,302,768	-24.19%
Cost per MWh	$ 71.49	$ 43.00	66.27%	$ 74.41	$ 30.09	147.32%
Pet coke and limestone						
Fuel expense	$ 7,455,581	$ 3,820,141	95.17%	$ 57,207,967	$ 36,630,916	56.17%
kWh generated	90,890,882	73,140,706	24.27%	717,604,511	870,988,832	-17.61%
Cost per MWh	$ 82.03	$ 52.23	57.05%	$ 79.72	$ 42.06	89.56%
Combustion turbine:						
Fuel oil #2						
Fuel expense	$ 242,133	$ 401,063	-39.63%	$ 1,320,370	$ 1,807,321	-26.94%
Barrels consumed	2,075	3,888	-46.63%	9,550	14,535	-34.30%
$/ per barrel consumed	$ 116.69	$ 103.15	13.12%	$ 138.26	$ 124.34	11.19%
kWh generated	605,978	665,375	-8.93%	2,510,585	5,818,974	-56.86%
Cost per MWh	$ 399.57	$ 602.76	-33.71%	$ 525.92	$ 310.59	69.33%
Natural gas (includes landfill)						
Fuel expense Kennedy & landfill - variable	$ 8,019,752	$ 1,330,996	502.54%	$ 24,406,723	$ 7,994,307	205.30%
MMBTUs consumed	677,633	315,244	114.96%	3,257,122	2,516,905	29.41%
$/ per MMBTU consumed	$ 11.83	$ 4.22	180.31%	$ 7.49	$ 3.18	135.92%
kWh generated (1)	59,889,939	28,557,233	109.72%	288,102,687	223,482,364	28.92%
Cost per MWh	$ 133.91	$ 46.61	187.31%	$ 84.72	$ 35.77	136.82%
Fuel expense BB simple - variable	$ 707,578	$ 890,921	-20.58%	$ 6,050,356	$ 5,481,554	10.38%
MMBTUs consumed	$ 83,013	230,727	-64.02%	983,785	1,884,902	-47.81%
$/ per MMBTU consumed	$ 8.52	$ 3.86	120.74%	$ 6.15	$ 2.91	111.48%
kWh generated (1)	7,341,900	21,076,800	-65.17%	91,099,493	175,835,349	-48.19%
Cost per MWh	$ 96.38	$ 42.27	128.00%	$ 66.41	$ 31.17	113.04%
Fuel expense BB combined - variable	$ 25,752,888	$ 12,479,036	106.37%	$ 190,799,923	$ 93,832,068	103.34%
MMBTUs consumed	3,027,092	3,047,819	-0.68%	30,006,099	30,057,188	-0.17%
$/ per MMBTU consumed	$ 8.51	$ 4.09	107.78%	$ 6.36	$ 3.12	103.69%
kWh generated (1)	431,288,301	437,087,364	-1.33%	4,353,494,252	4,420,350,152	-1.51%
Cost per MWh	$ 59.71	$ 28.55	109.14%	$ 43.83	$ 21.23	106.46%
Fuel expense GEC simple - variable	$ 9,632,258	$ 4,739,033	103.25%	$ 43,738,666	$ 23,136,259	89.05%
MMBTUs consumed	798,479	1,073,668	-25.63%	5,851,589	6,255,704	-6.46%
$/ per MMBTU consumed	$ 12.06	$ 4.41	173.30%	$ 7.47	$ 3.70	102.10%
kWh generated	73,204,336	98,233,170	-25.48%	532,465,945	571,030,467	-6.75%
Cost per MWh	$ 131.58	$ 48.24	172.75%	$ 82.14	$ 40.52	102.74%
Natural gas expense - fixed	$ 3,241,437	$ 3,456,309	-6.22%	$ 36,711,004	$ 35,874,415	2.33%
Total generated power:						
Fuel expense	$ 84,973,362	$ 39,244,342	116.52%	$ 527,696,028	$ 286,426,890	84.23%
kWh generated	914,984,658	925,037,933	-1.09%	8,112,418,315	8,672,980,343	-6.46%
Cost per MWh	$ 92.87	$ 42.42	118.90%	$ 65.05	$ 33.03	96.96%

(1) Allocation of kWh generated is based upon a ratio of gas MBTU's (adjusted to oil equivalent - 95.5%) and oil MBTU's.

JEA
Electric System
Production Statistics (Continued)
August 2022 and 2021 (unaudited)

	Month			Year-to-Date		
	2022	**2021**	**Variance**	**2022**	**2021**	**Variance**
Cost of fuels						
Natural gas	$ 72,828,228	$ 32,797,880	122.05%	$ 429,324,134	$ 227,276,770	88.90%
Petcoke	7,455,581	3,820,141	95.17%	57,207,967	36,630,916	56.17%
Coal	3,891,240	2,223,892	74.97%	34,709,925	18,512,653	87.49%
Fuel oil #2	242,133	401,063	-39.63%	1,320,370	1,807,321	-26.94%
Fuel oil #6	418,115	-		3,950,592	2,197,864	79.75%
Biomass	138,065	1,366	10007.25%	1,183,040	1,366	86506.15%
Total	$ 84,973,362	$ 39,244,342	116.52%	$ 527,696,028	$ 286,426,890	84.23%
Purchased power:						
TEA & other						
Purchases	$ 24,010,916	$ 13,052,719	83.95%	$ 178,057,719	$ 99,520,138	78.92%
kWh purchased	257,708,608	229,397,657	12.34%	2,221,582,204	1,719,007,236	29.24%
Cost per MWh	$ 93.17	$ 56.90	63.74%	$ 80.15	$ 57.89	38.44%
FPL						
Purchases	$ 12,731,622	$ -		$ 76,763,679	$ -	
kWh purchased	150,877,000	-		1,139,880,000	-	
Cost per MWh	$ 84.38			$ 67.34		
Plant Scherer						
Purchases	$ 711,778	$ 5,781,044	-87.69%	$ 21,215,745	$ 51,078,804	-58.46%
kWh purchased	-	142,988,000	-100.00%	284,609,000	1,137,448,000	-74.98%
Cost per MWh		$ 40.43		$ 74.54	$ 44.91	66.00%
SJRPP						
Purchases	$ 1,926,931	$ 2,223,334	-13.33%	$ 51,332,924	$ 24,419,564	110.21%
Total purchased power:						
Purchases	$ 39,381,247	$ 21,057,097	87.02%	$ 327,370,067	$ 175,018,506	87.05%
kWh purchased	408,585,608	372,385,657	9.72%	3,646,071,204	2,856,455,236	27.64%
Cost per MWh	$ 96.38	$ 56.55	70.45%	$ 89.79	$ 61.27	46.54%
Subtotal - generated and purchased power:	$ 124,354,609	$ 60,301,439	106.22%	$ 855,066,095	$ 461,445,396	85.30%
Fuel interchange sales	(191,695)	(4,981)	3748.52%	(817,989)	(979,964)	-16.53%
Earnings of The Energy Authority	(3,801,191)	(3,267,140)	16.35%	(28,601,802)	(14,505,936)	97.17%
Realized and Unrealized (Gains) Losses	(17,012,880)	(3,232,200)	426.36%	(111,419,118)	(11,938,300)	833.29%
Fuel procurement and handling	1,070,981	740,453	44.64%	9,839,380	11,204,834	-12.19%
Byproduct reuse	198,325	610,170	-67.50%	3,442,775	6,646,878	-48.20%
Total generated and net purchased power:						
Cost, net	104,618,149	55,147,741	89.71%	727,509,341	451,872,908	61.00%
kWh generated and purchased	1,323,570,266	1,297,423,590	2.02%	11,758,489,519	11,529,435,579	1.99%
Cost per MWh	$ 79.04	$ 42.51	85.96%	$ 61.87	$ 39.19	57.86%
Reconciliation:						
Generated and purchased power per above	$ 104,618,149	$ 79.04		$ 727,509,341	$ 61.87	
SJRPP operating expenses:						
SJRPP debt service	$ (1,683,625)	(1.27)		(21,287,334)	(1.81)	
SJRPP R & R	$ (243,306)	(0.18)		(30,045,590)	(2.56)	
Scherer operating expenses:						
Scherer power production	$ (422,675)	(0.32)		(5,650,424)	(0.48)	
Scherer R & R	$ (178,123)	(0.13)		(3,602,439)	(0.31)	
Scherer transmission	$ -	-		(1,708,598)	(0.15)	
Scherer taxes	$ (110,980)	(0.08)		(1,220,800)	(0.10)	
MEAG	$ (2,430,506)	(1.84)		(25,821,467)	(2.20)	
FPL capacity	$ (1,400,000)	(1.06)		(11,200,000)	(0.95)	
TEA and other capacity	$ (1,317,027)	(1.00)		(12,310,435)	(1.05)	
Rounding	$ 1	0.00		-	-	
Energy expense per budget page	$ 96,831,908	$ 73.16		$ 614,662,254	$ 52.27	

JEA

Electric System		**Month**			**Prior Year Month**	
Budget vs. Actual	**ANNUAL BUDGET**	**BUDGET**	**ACTUAL**	**Variance**	**ACTUAL**	**Variance**
August 2022 and 2021 (unaudited)	**2021-22**	**2021-22**	**2021-22**	**%**	**2020-21**	**%**
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	$ 368,899,940	$ 37,601,566	$ 96,285,085	156.07%	$ 39,984,631	140.81%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	281,848,943	28,694,577	69,229,788		37,362,765	
Other Purchased Power	93,782,639	8,648,140	27,602,120		10,940,035	
Subtotal Energy Expense	375,631,582	37,342,717	96,831,908	-159.31%	48,302,800	-100.47%
Transfer to (from) Rate Stabilization, Net	(7,284,992)	202,448	-		(8,330,798)	
Transfer to (from) Other Regulatory Funds, Net	-	-	(546,823)		-	
Fuel Related Uncollectibles	553,350	56,401	-		12,629	
Total	368,899,940	37,601,566	96,285,085	-156.07%	39,984,631	-140.81%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	785,192,000	80,033,758	82,590,512		76,894,643	
Conservation Charge Revenue	732,000	74,612	155,277		123,099	
Environmental Charge Revenue	7,442,000	758,555	782,787		761,227	
Investment Income	3,194,911	269,581	477,878		267,956	
Natural Gas Revenue Pass Through	823,420	68,619	161,144		75,214	
Other Revenues	123,615,440	1,967,954	2,547,119		2,310,742	
Total	920,999,771	83,173,079	86,714,717	4.26%	80,432,881	7.81%
Nonfuel Related Expenses						
Non-Fuel O&M	256,433,751	16,236,569	18,879,827		17,982,547	
DSM / Conservation O&M	6,570,348	(70,003)	997,423		263,351	
Environmental O&M	2,263,500	188,624	175,229		149,250	
Rate Stabilization - DSM	(395,800)	(32,983)	(198,508)		457,590	
Rate Stabilization - Environmental	(3,821,756)	(318,480)	273,478		(225,282)	
Natural Gas Expense Pass Through	918,473	75,201	244,797		91,515	
Debt Principal - Electric System	44,710,000	3,725,833	3,725,833		4,928,333	
Debt Interest - Electric System	65,106,948	5,425,579	5,099,996		5,141,279	
R&R - Electric System	66,329,200	5,527,433	5,527,433		5,211,688	
Operating Capital Outlay	115,291,939	-	-		32,000,000	
Operating Capital Outlay - Environmental	3,294,788	274,566	489,282		859,942	
City Contribution Expense	94,545,651	7,878,804	7,878,804		7,800,796	
Taxes & Uncollectibles	1,391,596	138,096	25,362		40,387	
Emergency Reserve	5,000,000	-	-		-	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	15,285,000	1,273,750	1,273,750		1,181,250	
* SJRPP D/S Interest	5,036,315	419,693	672,694		800,443	
** Other Non-Fuel Purchased Power	243,039,818	13,891,399	6,127,050		3,635,861	
Total Nonfuel Expenses	920,999,771	54,634,081	51,192,450	6.30%	80,318,950	36.26%
Non-Fuel Balance	-	28,538,998	35,522,267		113,931	
Total Balance	-	28,538,998	35,522,267		113,931	
Total Revenues	**1,289,899,711**	**120,774,645**	**182,999,802**	51.52%	**120,417,512**	51.97%
Total Expenses	**1,289,899,711**	**92,235,647**	**147,477,535**	-59.89%	**120,303,581**	-22.59%
KWH Sold - Territorial	**12,200,000,000**	**1,243,533,000**	**1,287,278,180**	3.52%	**1,208,414,529**	6.53%
KWH Sold - Off System	**-**	**-**	**1,970,000**		**305,000**	
	12,200,000,000	**1,243,533,000**	**1,289,248,180**	3.68%	**1,208,719,529**	6.66%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

JEA

Electric System		Year-to-Date			Prior Year-to-Date	
Budget vs. Actual	**ANNUAL BUDGET**	**BUDGET**	**ACTUAL**	**Variance**	**ACTUAL**	**Variance**
August 2022 and 2021 (unaudited)	**2021-22**	**2021-22**	**2021-22**	**%**	**2020-21**	**%**
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	$ 368,899,940	$ 335,984,257	$ 547,054,604	62.82%	$ 358,567,454	52.57%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	281,848,943	257,590,032	429,559,065		292,340,301	
Other Purchased Power	93,782,639	85,737,089	185,103,189		85,502,247	
Subtotal Energy Expense	375,631,582	343,327,121	614,662,254	-79.03%	377,842,548	-62.68%
Transfer to (from) Rate Stabilization, Net	(7,284,992)	(7,846,836)	(41,766,996)		(19,820,639)	
Transfer to (from) Other Regulatory Funds, Net	-	-	(25,840,654)		-	
Fuel Related Uncollectibles	553,350	503,972	-		545,545	
Total	368,899,940	335,984,257	547,054,604	-62.82%	358,567,454	-52.57%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	785,192,000	715,131,997	733,128,382		697,173,910	
Conservation Charge Revenue	732,000	666,686	793,785		671,135	
Environmental Charge Revenue	7,442,000	6,777,976	6,959,757		6,826,464	
Investment Income	3,194,911	2,924,276	2,615,696		3,320,085	
Natural Gas Revenue Pass Through	823,420	754,801	1,208,066		743,184	
Other Revenues	123,615,440	121,647,486	125,543,643		130,785,022	
Total	920,999,771	847,903,222	870,249,329	2.64%	839,519,800	3.66%
Nonfuel Related Expenses						
Non-Fuel O&M	256,433,751	211,214,495	193,939,310		175,601,422	
DSM / Conservation O&M	6,570,348	5,923,435	4,614,686		3,938,943	
Environmental O&M	2,263,500	2,278,767	968,673		1,302,284	
Rate Stabilization - DSM	(395,800)	(362,813)	1,870,342		2,217,148	
Rate Stabilization - Environmental	(3,821,756)	(3,503,280)	949,775		(1,928,879)	
Natural Gas Expense Pass Through	918,473	837,921	1,477,102		918,182	
Debt Principal - Electric System	44,710,000	40,984,165	40,984,167		54,211,667	
Debt Interest - Electric System	65,106,948	59,681,369	57,339,995		60,455,931	
Early Debt Retirement	-	-	-		106,848,624	
R&R - Electric System	66,329,200	60,801,769	60,801,767		57,328,563	
Operating Capital Outlay	115,291,939	158,000,000	158,000,000		224,000,000	
Operating Capital Outlay - Environmental	3,294,788	3,020,226	5,708,535		7,860,370	
City Contribution Expense	94,545,651	86,666,846	86,666,846		85,808,759	
Taxes & Uncollectibles	1,391,596	1,268,621	346,649		1,254,075	
Emergency Reserve	5,000,000	-	-		-	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	15,285,000	14,011,250	14,011,250		12,993,750	
* SJRPP D/S Interest	5,036,315	4,616,623	7,725,976		8,803,059	
** Other Non-Fuel Purchased Power	243,039,818	204,148,419	129,599,464		37,698,571	
Total Nonfuel Expenses	920,999,771	849,587,813	765,004,537	9.96%	839,312,469	8.85%
Non-Fuel Balance	-	(1,684,591)	105,244,792		207,331	
Total Balance	-	(1,684,591)	105,244,792		207,331	
Total Revenues	**1,289,899,711**	**1,183,887,479**	**1,417,303,933**	19.72%	**1,198,087,254**	18.30%
Total Expenses	**1,289,899,711**	**1,185,572,070**	**1,312,059,141**	-10.67%	**1,197,879,923**	-9.53%
KWH Sold - Territorial	**12,200,000,000**	**11,111,436,000**	**11,382,485,856**	2.44%	**9,880,262,204**	15.20%
KWH Sold - Off System	**-**	**-**	**11,819,000**		**22,578,000**	
	12,200,000,000	**11,111,436,000**	**11,394,304,856**	2.55%	**9,902,840,204**	15.06%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

JEA

Water and Sewer System

Budget vs. Actual August 2022 and 2021 (unaudited)	**ANNUAL BUDGET** 2021-22	**Month** BUDGET 2021-22	ACTUAL 2021-22	Variance %	**Prior Year Month** ACTUAL 2020-21	Variance %
REVENUES						
Water & Sewer Revenues	$ 466,939,234	$ 41,015,319	$ 45,847,219		$ 39,713,226	
Capacity & Extension Fees	47,000,000	3,917,103	5,104,070		4,253,729	
Investment Income	2,075,631	172,970	406,154		292,082	
Other Income	25,494,531	2,124,545	3,000,093		1,561,457	
Total	541,509,396	47,229,937	54,357,536	15.09%	45,820,494	18.63%
EXPENSES						
O & M Expenses	192,815,330	14,417,358	16,609,869		14,387,448	
Debt Principal - Water & Sewer	9,850,000	820,833	820,833		780,834	
Debt Interest - Water & Sewer	57,285,355	4,773,779	4,195,705		4,010,911	
Rate Stabilization - Environmental	-	-	196,529		(276,283)	
R&R - Water & Sewer	28,358,000	2,363,167	2,363,167		2,217,175	
Operating Capital Outlay	149,284,996	20,886,918	20,886,918		17,212,602	
Operating Capital Outlay - Capacity/Extension	47,000,000	3,916,667	5,104,070		4,253,729	
Operating Capital Outlay - Environmental	6,790,147	900,150	1,282,487		1,580,696	
City Contribution Expense	26,666,722	2,222,227	2,222,227		2,200,225	
Uncollectibles & Fees	700,409	58,367	55,901		6	
Interlocal Agreements	21,758,437	-	896,991		-	
Emergency Reserve	1,000,000	-	-		-	
Total Expenses	541,509,396	50,359,466	54,634,697	-8.49%	46,367,343	-17.83%
Total Balance	$ -	$ (3,129,529)	$ (277,161)		$ (546,849)	
Sales kgals						
Water	39,000,000	3,393,070	3,632,290	7.05%	3,169,262	14.61%
Sewer	34,000,000	2,949,029	3,298,070	11.84%	2,754,278	19.74%
Total	73,000,000	6,342,099	6,930,360	9.28%	5,923,540	17.00%

Budget vs. Actual August 2022 and 2021 (unaudited)	**ANNUAL BUDGET** 2021-22	**Year-To-Date** BUDGET 2021-22	ACTUAL 2021-22	Variance %	**Prior Year to Date** ACTUAL 2020-21	Variance %
REVENUES						
Water & Sewer Revenues	$ 466,939,234	$ 428,435,697	$ 439,489,229		$ 415,971,915	
Capacity & Extension Fees	47,000,000	41,852,791	42,961,019		35,855,881	
Capital Contributions	-	-	-		351,270	
Investment Income	2,075,631	1,902,661	2,600,557		2,385,059	
Other Income	25,494,531	23,369,986	28,177,889		12,551,436	
Total	541,509,396	495,561,135	513,228,694	3.57%	467,115,561	9.87%
EXPENSES						
O & M Expenses	192,815,330	170,142,830	162,081,450		142,596,138	
Debt Principal - Water & Sewer	9,850,000	9,029,163	9,029,163		8,589,170	
Debt Interest - Water & Sewer	57,285,355	52,511,569	45,830,500		46,992,556	
Rate Stabilization - Environmental	-	-	(1,069,744)		8,081,364	
R&R - Water & Sewer	28,358,000	25,994,833	25,994,833		24,388,925	
Operating Capital Outlay	149,284,996	185,058,832	185,058,832		165,638,618	
Operating Capital Outlay - Capacity/Extension	47,000,000	43,083,337	42,961,019		35,855,881	
Operating Capital Outlay - Contributions	-	-	-		351,270	
Operating Capital Outlay - Environmental	6,790,147	5,889,997	12,270,415		7,120,684	
City Contribution Expense	26,666,722	24,444,495	24,444,495		24,202,470	
Uncollectibles & Fees	700,409	642,037	183,325		642,888	
Interlocal Agreements	21,758,437	4,722,619	5,619,610		942,201	
Emergency Reserve	1,000,000	-	-		-	
Total Expenses	541,509,396	521,519,712	512,403,898	1.75%	465,402,165	-10.10%
Total Balance	$ -	$ (25,958,577)	$ 824,796		$ 1,713,396	
Sales kgals						
Water	39,000,000	35,729,473	36,148,355	1.17%	34,000,955	6.32%
Sewer	34,000,000	31,037,753	31,746,352	2.28%	29,837,261	6.40%
Total	73,000,000	66,767,226	67,894,707	1.69%	63,838,216	6.35%

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District Energy System

Budget vs. Actual **August 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Month** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior Year Month** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Revenues	$ 8,839,543	$ 904,564	$ 1,010,984		$ 794,427	
Investment Income	-	-	6,122		205	
Total	8,839,543	904,564	1,017,106	12.44%	794,632	28.00%
EXPENSES						
O & M Expenses	5,127,990	387,712	638,331		412,674	
Debt Principal - District Energy System	1,815,000	151,250	151,250		147,500	
Debt Interest - District Energy System	1,356,208	113,017	109,115		104,491	
R&R - District Energy System	402,200	33,517	33,517		36,079	
Operating Capital Outlay	138,145	-	-		-	
Total Expenses	8,839,543	685,496	932,213	-35.99%	700,744	-33.03%
Total Balance	$ -	$ 219,068	$ 84,893		$ 93,888	

Budget vs. Actual **August 2022 and 2021 (unaudited)**	**ANNUAL BUDGET** **2021-22**	**Year-To-Date** **BUDGET** **2021-22**	**ACTUAL** **2021-22**	**Variance** **%**	**Prior-Year-to-Date** **ACTUAL** **2020-21**	**Variance** **%**
REVENUES						
Revenues	$ 8,839,543	$ 7,937,125	$ 7,963,064		$ 7,195,063	
Investment Income	-	-	11,436		2,164	
Total	8,839,543	7,937,125	7,974,500	0.47%	7,197,227	10.80%
EXPENSES						
O & M Expenses	5,127,990	4,581,242	4,481,281		3,897,147	
Debt Principal - District Energy System	1,815,000	1,663,750	1,663,750		1,622,500	
Debt Interest - District Energy System	1,356,208	1,243,187	1,135,110		1,149,400	
R&R - District Energy System	402,200	368,683	368,683		396,871	
Operating Capital Outlay	138,145	-	-		-	
Total Expenses	8,839,543	7,856,862	7,648,824	2.65%	7,065,918	-8.25%
Total Balance	$ -	$ 80,263	$ 325,676		$ 131,309	

IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

FINANCE & OPERATIONS COMMITTEE

8th Floor, 21 West Church Street, Jacksonville, FL 32202
September 9, 2022 | 9:00 am – 11:00 am

WELCOME

Meeting Called to Order Adoption of Agenda (Action) Approval of Minutes – May 23, 2022 (Action)	General Joseph DiSalvo, Chair
Safety Briefing & Values Moment	Randall Barnes, Treasurer

COMMENTS / PRESENTATIONS

Comments from the Public	Public

FOR COMMITTEE CONSIDERATION

Reliable and Resilient Infrastructure Update Authorization for Property Acquisition - Nocatee South Water Facility (Action) Authorization for Eminent Domain Circuit 663 (Action)	Laura Dutton, Chief Strategy Officer Michael Corbitt, Director, Real Estate
Electric Integrated Resource Plan Update	Raynetta Curry Marshall, Chief Operating Officer
Fuel Rate Volatility Energy Market Risk Management Policy (Action)	Nancy Reinker, Manager, Fuels Management Services
Technology, Tools, and Data	Brad Krol, Chief Information Officer
Pricing Policy (Action)	Victor Blackshear, Director, Financial Planning & Rates

ADDITIONAL INFORMATION

Appendix A: Investment Policy

Appendix B: Debt Management Policy

Appendix C: Electric System and Water & Sewer System Reserve Fund Report

Appendix D: JEA Energy Market Risk Management Policy Report

OTHER BUSINESS & CLOSING CONSIDERATIONS

Old & Other New Business / Open Discussion Announcements – Next Meeting December 16, 2022 Adjournment	General Joseph DiSalvo, Chair



Finance & Operations Committee

September 9, 2022

To submit a public comment to be read during the meeting, please email Melissa Charleroy at charmm2@jea.com. Public comments must be received no later than 9:10 am.

To provide public comment via WebEx, please refer to the Public Notice on jea.com for detailed instructions.

If you experience any technical difficulties during the meeting, contact Ontario Blackmon at (904) 665-4203 or JEA's WebEx Support Team at webexsupport@jea.com.



Safety Briefing & Values Moment

Randall Barnes
Treasurer

Safety Briefing

In the event of an emergency, JEA Security will call 911 and coordinate any required evacuation

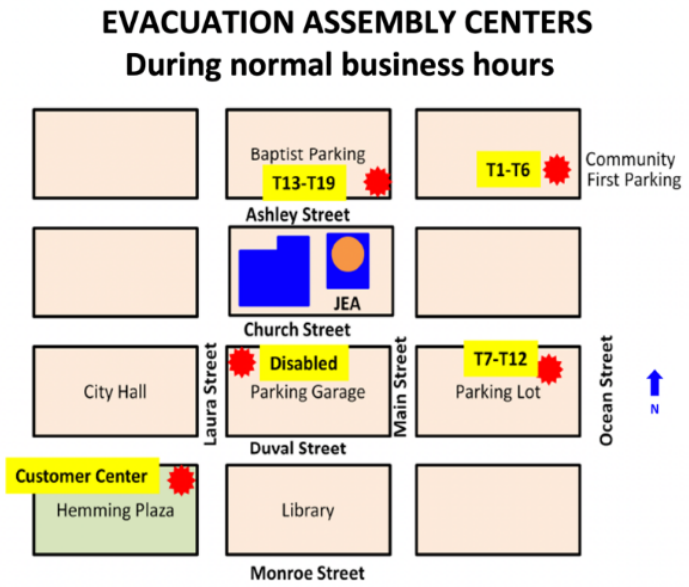
Emergency Evacuation Route (use stairwell)

Assembly Location: Parking Lot (corner of Church & Ocean St.)

Safety or Medical Assistance: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



Be Prepared for Emergencies

INTEGRITY

We place the highest standard on ethics and personal responsibility, worthy of the trust our customers and colleagues place in us.

Doing the right thing all the time

People with integrity

- Always choose honesty
- Put the needs of others first
- Assume innocence
- Are humble
- Always show up

Consistently exhibiting integrity builds trust

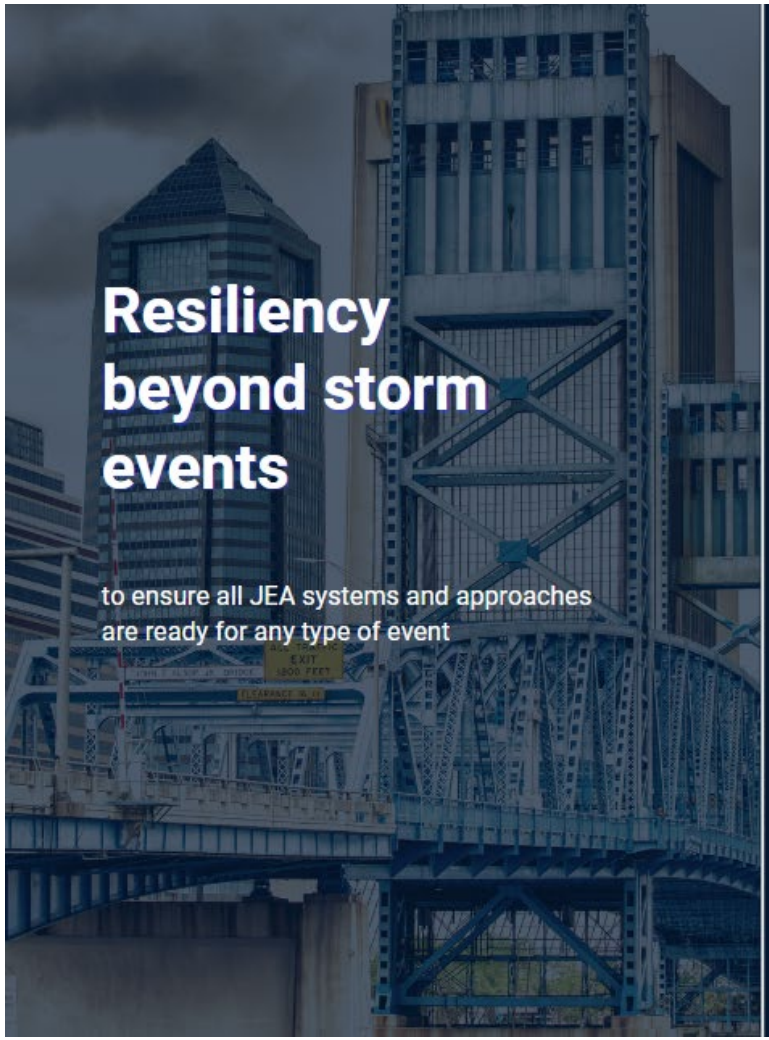


JEA
Building Community



Reliable & Resilient Infrastructure

Laura Dutton
Chief Strategy Officer
&
Michael Corbitt
Director, Real Estate



Overhead to Underground utilities study underway

Developing communications plan for extreme weather events

Finalizing mapping system to alert for telecommunications issues

Grid modernization with fiber and private long-term evolution network

Bringing in additional expertise – new Manager of Emergency Preparedness

Refining Incident Command Structure

Nocatee South Water Facility

Committee Consideration

The Real Estate Department will request the Board of Directors authorization to negotiate and execute a Purchase and Sale agreement to acquire 3.76 acres for a new water facility at the appraised value of $1,435,000

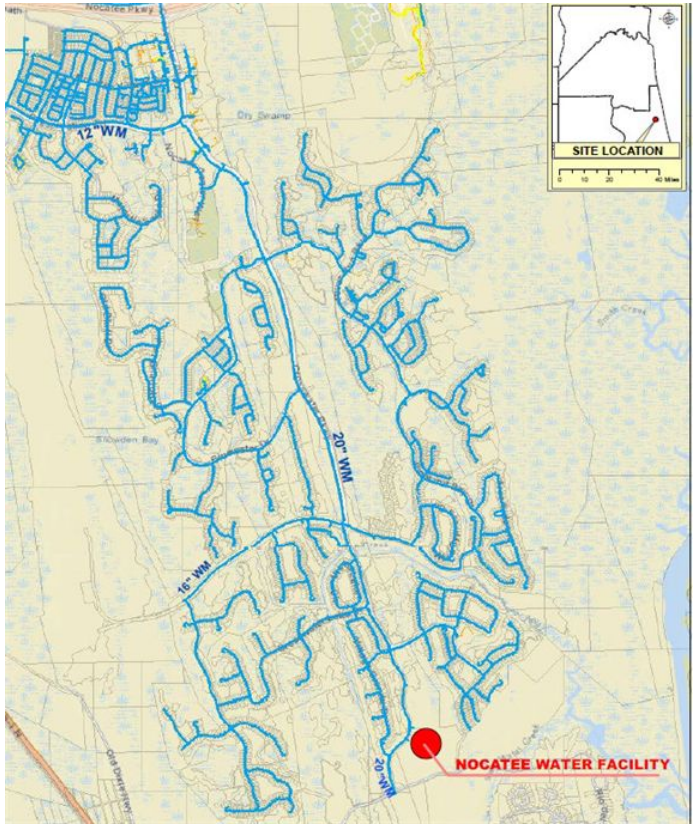
Overview and Need

Resilient and Reliable Infrastructure

Acquisition of site is necessary to provide redundancy and resilient service for the continued growth of Nocatee community

Currently no water facilities in the area, new facility will reduce stress on existing water supplied by water mains along US 1

This facility will serve approximately 3,500 to 4,000 customers

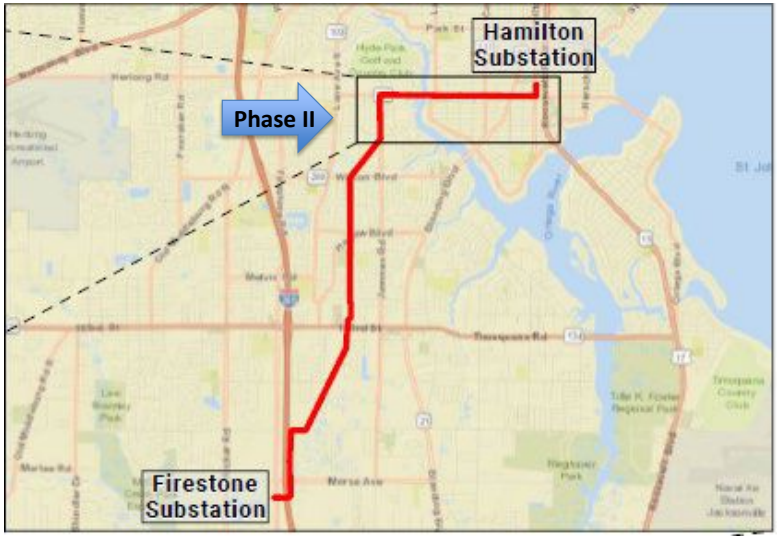


Resilient and Reliable Infrastructure

Circuit 663 - Transmission Project

Committee Consideration

The Real Estate Department will request the Board of Directors authorization to proceed with eminent domain notifications and filings to acquire easements for Phase II of the electric transmission corridor project Circuit 663



Overview and Need

Resilient and Reliable Infrastructure

Overall transmission rebuild and extension from Firestone to Hamilton will create redundancy in the system and relieve existing over utilized circuit

Majority of property rights have been acquired or under negotiations; only four properties remaining

Authorization for eminent domain notice and filing will allow project to move forward

Resilient and Reliable Infrastructure



Electric Integrated Resource Plan

Raynetta Curry Marshall
Chief Operating Officer

Integrated Resource Plan (IRP)



How do we choose among future new generation resources and demand side measures necessary to meet system load growth, reliability standards, and environmental considerations at the best value to customers?

A very complex problem…

Must meet peak demand plus a 15% reserve margin while reliably and cost-effectively serving customer's energy requirements

Must account for varying load, fuel, carbon, and other forecasts over time

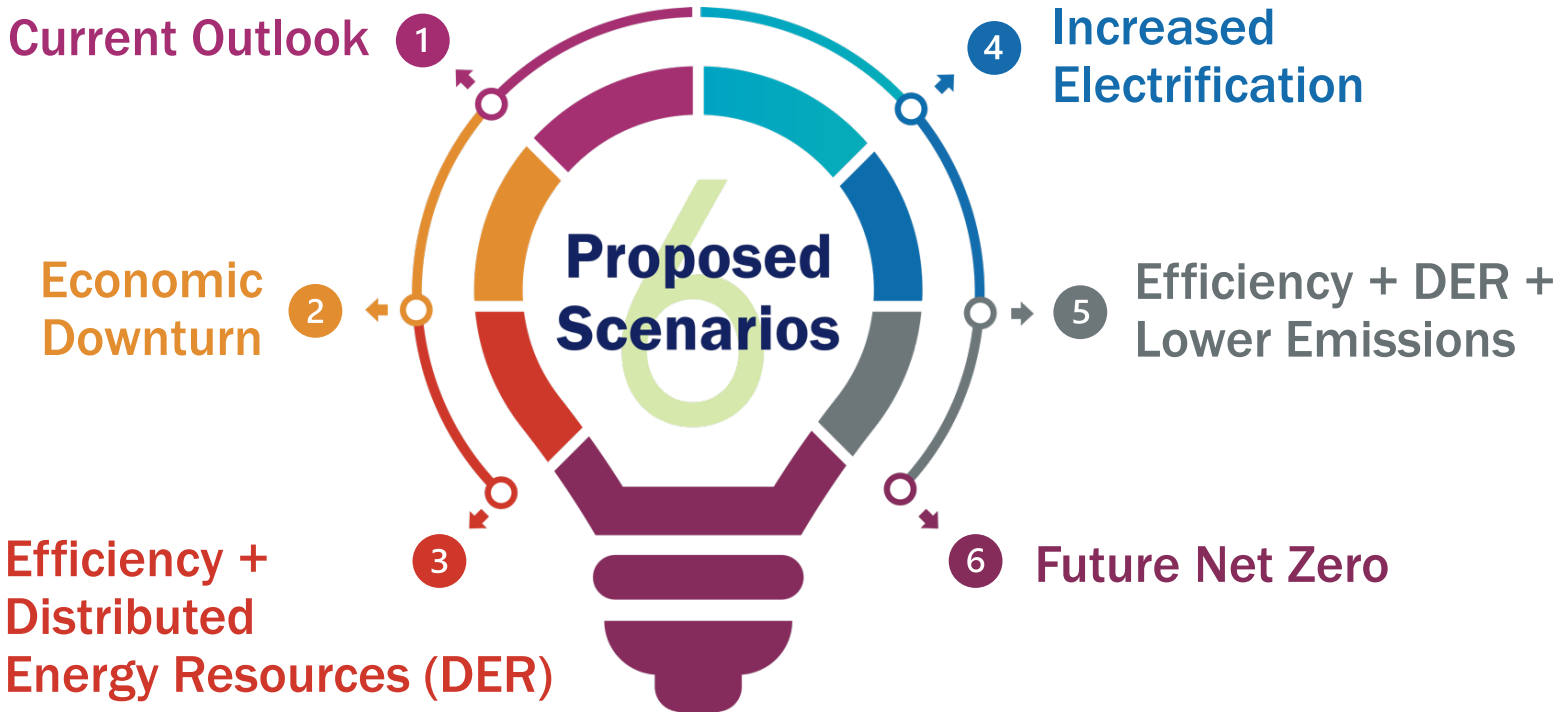
Must account for capacity changes due to:

- Retirement of existing resources
- Expiration of Power Purchase Agreements (PPAs)
- Addition of intermittent renewables and firming natural gas resources

Must account for increasing capital and operating costs for existing and new resources and costs for Demand-Side Management (DSM) measures

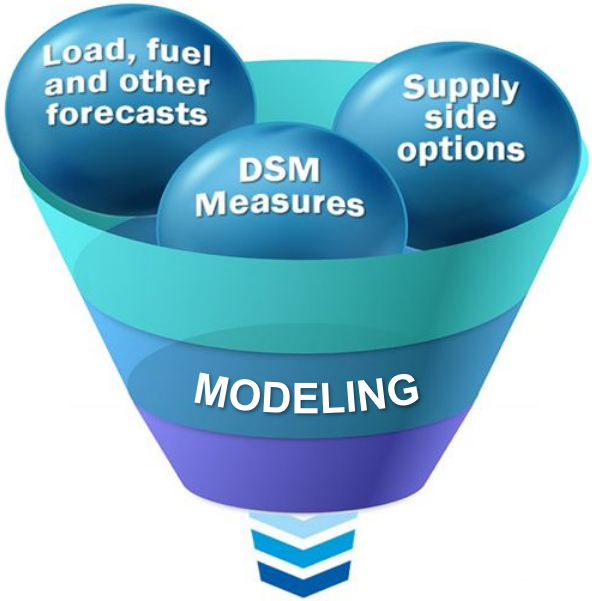
Integrated Resource Plan

Proposed Scenarios



Integrated Resource Plan

Capacity Expansion and Operation Modeling



Optimal Capacity Expansion and Operation

In process of performing capacity expansion and operation modeling for each scenario

Results will reflect optimal and cost-effective resource option selections (capacity expansion) and system operation (operating simulation)

Integrated Resource Plan

Estimated Completion: May 2023



Upcoming Activities:

September 2022

IRP Stakeholder Meeting #5 – Initial Modeling Results

November 2022

IRP Stakeholder Meeting #6 – Revised Modeling and Studies Results

December 2022

IRP Stakeholder Meeting #7 – Present Preferred Plan

Update to the Finance & Operations Committee with a follow-up to the Board in January 2023

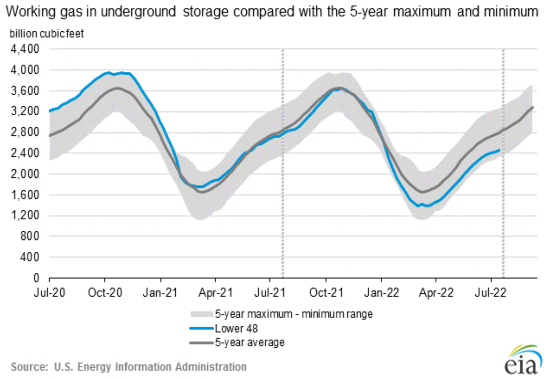


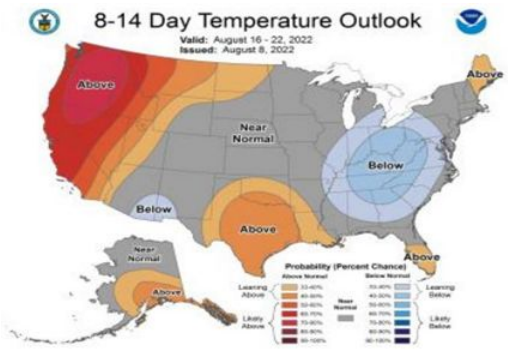
Fuel Rate Volatility

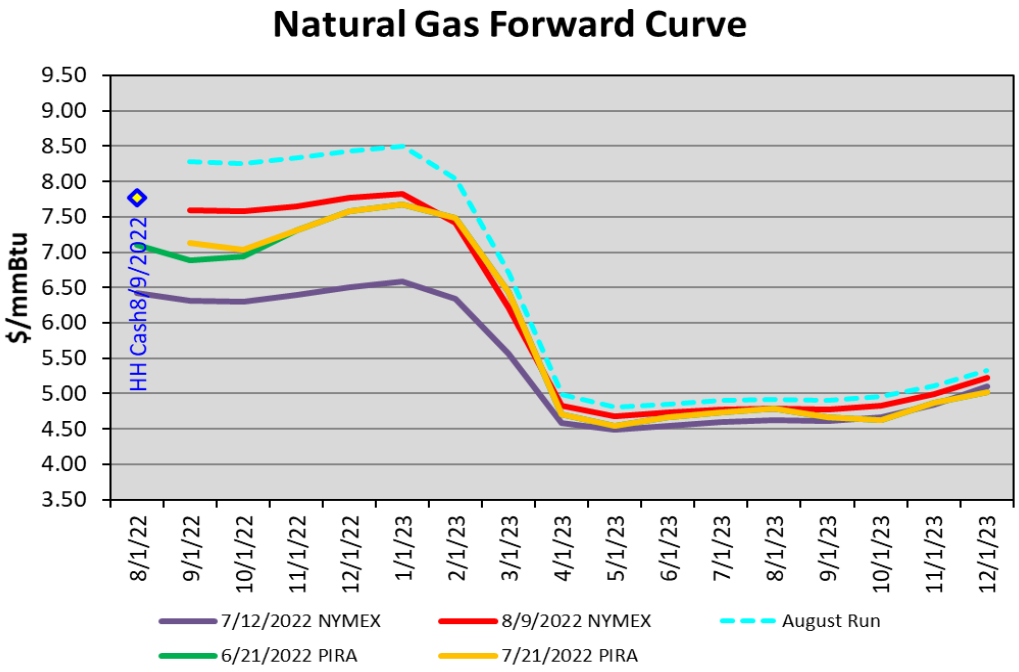
Nancy Reinker

Manager, Fuels Management Services

Natural Gas Market Prices





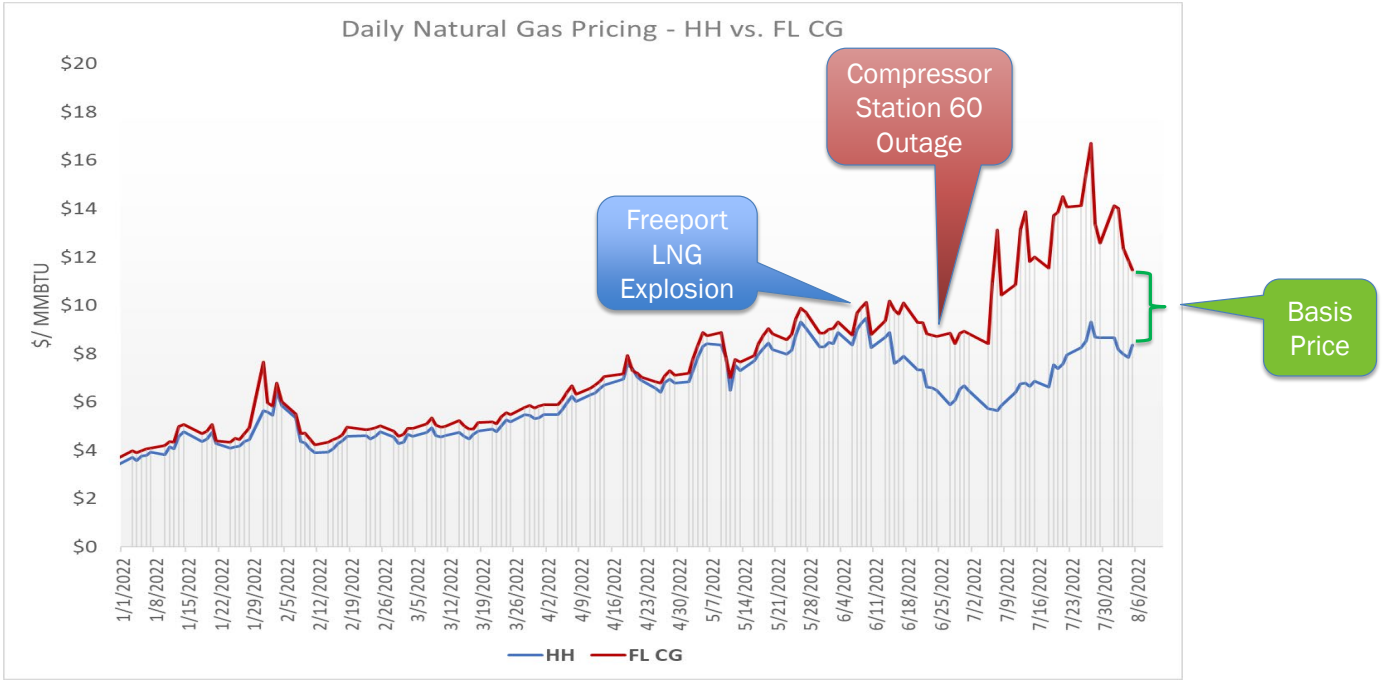


* Commodity prices without transportation costs
HH – Henry Hub
PIRA – Petroleum Industry Research Associates Energy Group – now S&P Global Platts

Some impacts on gas prices include storage inventories and weather/electric load

Natural Gas Market Prices

Basis price is the difference between any two pricing points



HH – Henry Hub FL CG – Florida City Gate LNG – Liquified Natural Gas

The gas basis price to Jacksonville has increased since June

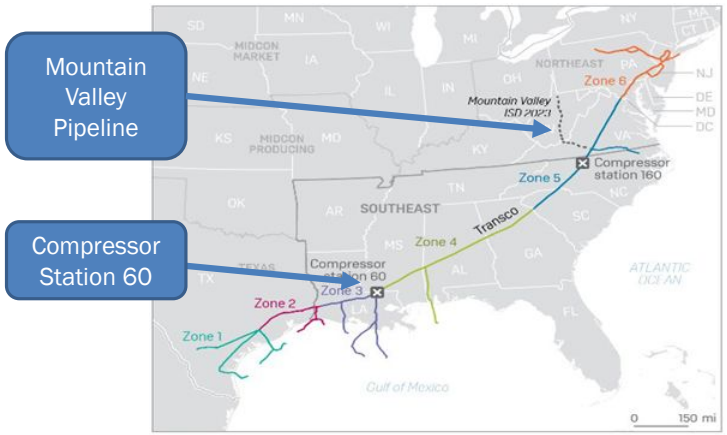
Why is the Southeast/Florida Basis Expanding?

Unplanned/Extended Pipeline Maintenance Outage Transco Compressor Station 60 limited Southeast inflows by 800,000 MMBtu/day

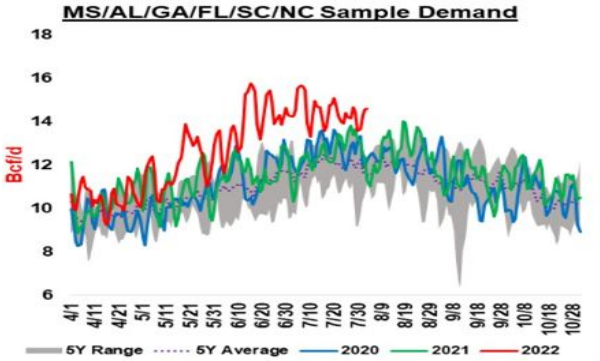
- No capacity to increase inflows from Northeast until Mountain Valley Pipeline is approved

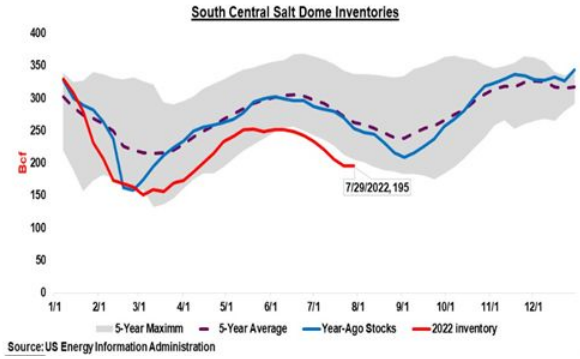
Increased demand for power generation as utilities across the Southeast grapple with a constrained coal and a limited fuel switch and above average temperatures

Diminishing Southeast Salt Dome Storage inventory levels this summer to cover increase power generation and need to replenish prior to winter



Source: S&P Global Commodity Insights, Williams Co., Equitrans Midstream





Source: US Energy Information Administration

Information provided by The Energy Authority

Basis price increase is due to compressor outage, increased demand, and low inventories

Where's it Going - Short Term and Long Term

August/September 2022

Expecting strong/elevated basis to persist through September until the full return to service of compressor station 60 (increased flows)

October 2022 to March 2023

Basis could soften as demand falls off, but Southeast storage will need to be refilled and will be a competition for molecules to fill storage ahead of winter

Shoulder season outages and continued coal conservation could keep gas generation for power sticky

April 2023 forward

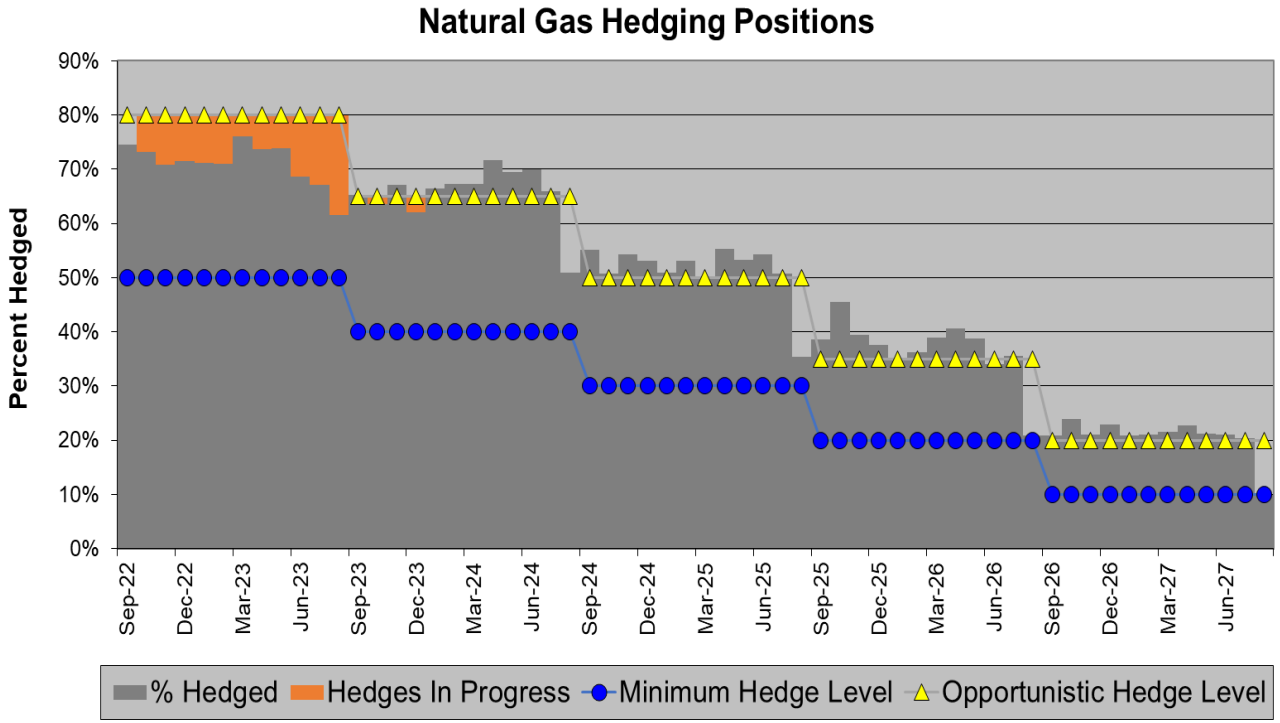
Could see basis soften forward (will hinge on winter storage positions) with potential in-service of Mountain Valley Pipeline

However, the structural limitations could persist and risks remain…which is why the forward basis remains elevated

Information provided by The Energy Authority

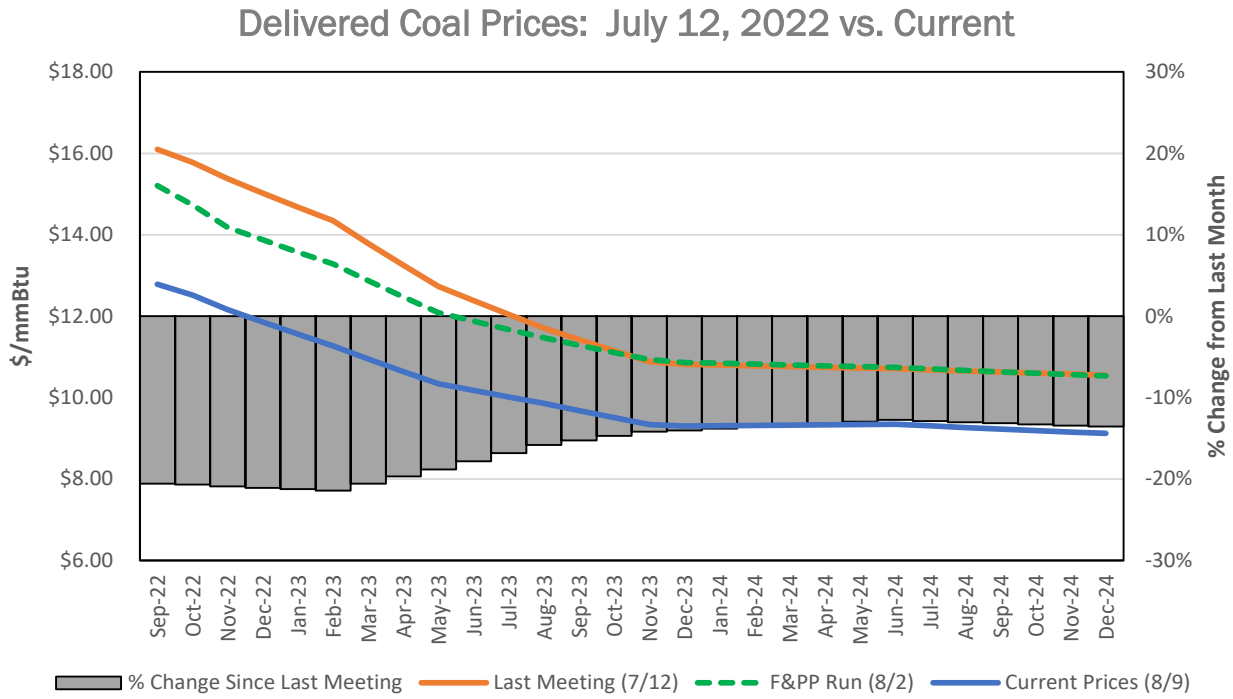
Basis price projected to remain elevated into 2023

Natural Gas Hedging Activity



5-year hedging strategy reduces risk to price volatility

Coal Futures Market

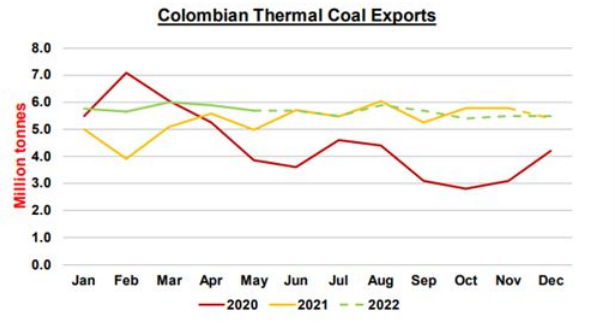


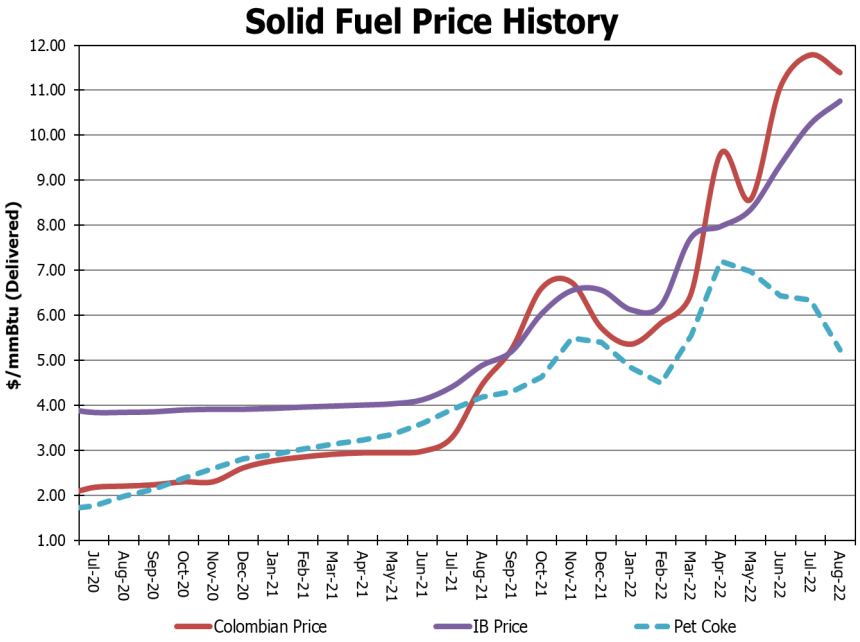
F&PP – Fuel and Purchase Power

Coal futures prices are high and look to decrease in the future

Coal Spot Market

July 2022 Prices
Colombian - $11.78/mmBtu
Illinois Basin (IB) - $10.25/mmBtu
Petcoke - $6.33/mmBtu





Coal spot prices have risen dramatically over the past year

Petroleum Coke Spot Market

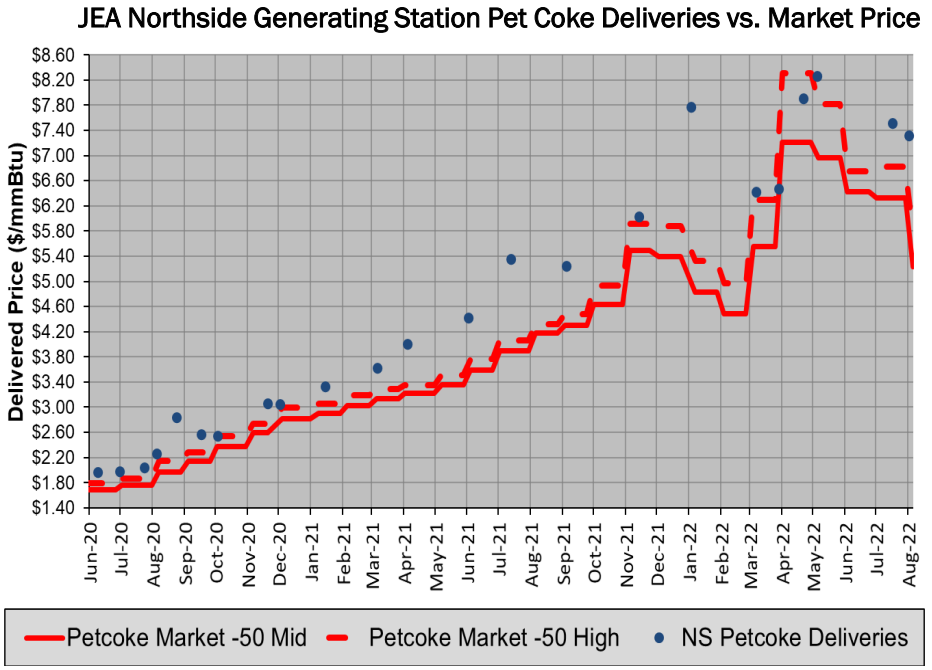
July decreased by $34/ton ($1.10/mmBtu)

Availability of Venezuelan pet coke and Russian coal to India and China reducing demand for pet coke from the US

India buyers prefer Russian coal over pet coke as an economical alternative

Pet coke is bearish and prices are dropping like a rock, a US based trader stated

Starting second half of July, every day the pet coke market continues to go down



Pet coke prices are starting to decline faster than coal

Northside Generating Station

Limestone Supply

Supplier continues to negotiate with the Mexican government

A Canadian source has supplied JEA with approximately 50,000 tons of material in mid-August

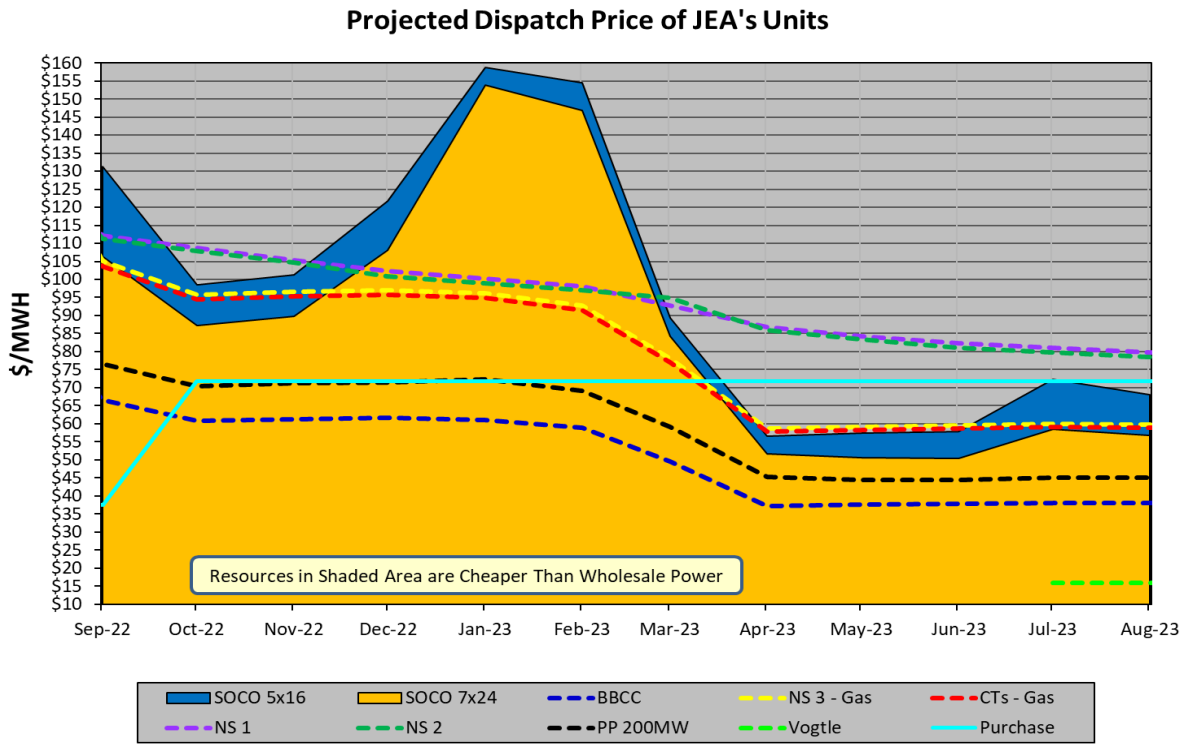
Delivered price for the Canadian product will be $40.78/NT versus current contract rate of $29.40/NT due to higher vessel transport costs

Total increased cost on dispatch report is $0.08/mmBtu

JEA continues to pursue additional limestone sources

Multiple options for limestone supply for the circulating fluidized beds progressing

Projected Dispatch Price of JEA's Units

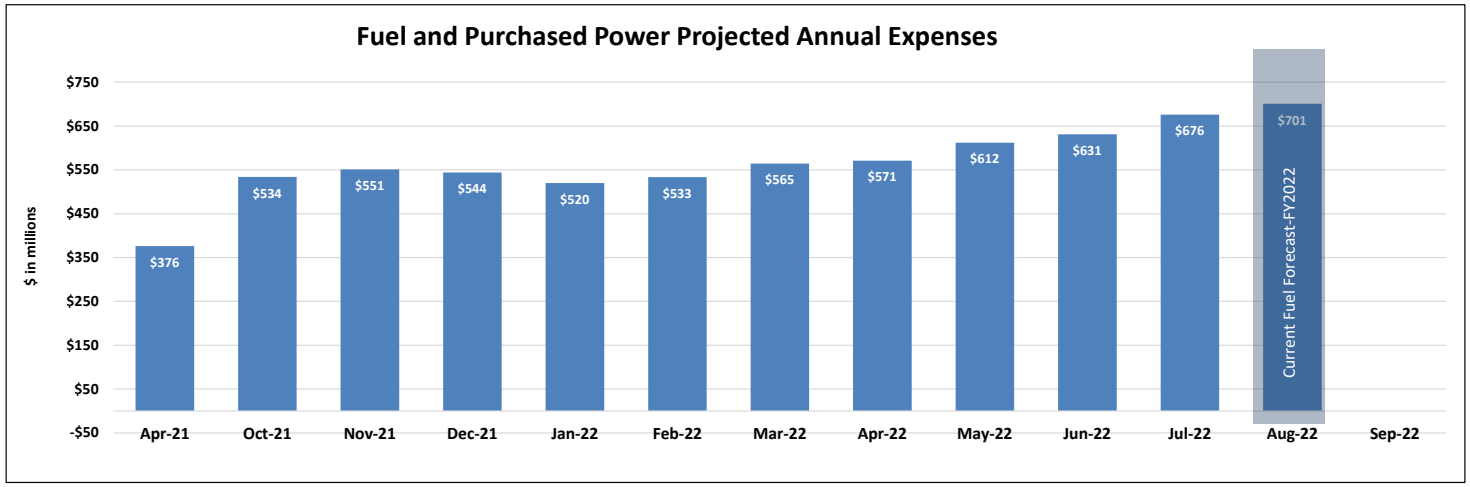


SOCO – Southern Company BBCC – Brandy Branch Combined Cycle NS 3 – Northside Unit 3 CTs – Combustion Turbines
NS1 – Northside Unit 1 NS2 – Northside Unit 2 PP – Purchase Power (Florida Power and Light)

JEA units to be dispatched economically for winter operation

Projected Annual Fuel Expenses by Forecast Period

8-9-22



	Budget **	FY 2022 Projected Annual Fuel and Purchased Power Expenses											
Monthly Projections	**Apr-21**	**Oct-21**	**Nov-21**	**Dec-21**	**Jan-22**	**Feb-22**	**Mar-22**	**Apr-22**	**May-22**	**Jun-22**	**Jul-22**	**Aug-22**	**Sep-22**
Forecasted Expenses - FY22 *	$376	$534	$551	$544	$520	$533	$565	$571	$612	$631	$676	$701	
Expense Variance - Month over Month	$0	$158	$17	($7)	($24)	$13	$31	$6	$41	$19	$45	$25	
Forecasted Sales - FY22	12,200	12,200	12,321	12,373	12,286	12,253	12,197	12,212	12,279	12,339	12,432	12,427	
		FY 2023 Projected Annual Fuel and Purchased Power Expenses											
Forecasted Expenses - FY23 *	$350	$407	$411	$409	$406	$461	$551	$592	$672	$711	$628	$755	
Expense Variance - Month over Month	$0	$57	$4	($2)	($3)	$55	$90	$41	$80	$39	($83)	$127	
Forecasted Sales - FY23	12,000	12,000	12,000	12,000	12,200	12,200	12,200	12,200	12,200	12,200	12,206	12,208	

*Reflects total annual fuel and purchased power expense projection as it changes month to month

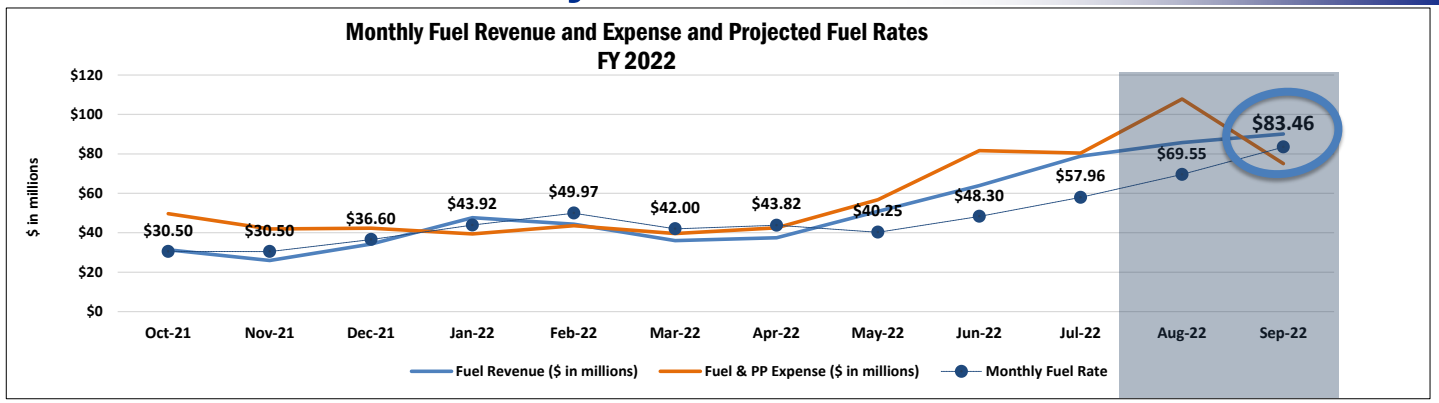
**Reflects FY22 and FY23 fuel and purchased power expense projection at the time of FY22 budget creation (Apr-2021)

Projected FY 2022 fuel expenses as of August

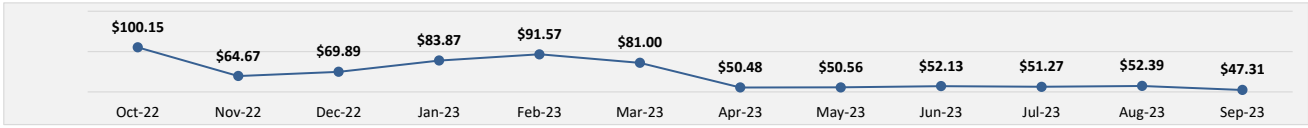
Projected FY 2022 & 2023 Monthly Fuel Rates

8-9-2022

FY 2022



FY 2023



FY 2022 Forecasted Fuel and Purchased Power Expenses

Monthly Projections	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Actual (A) or Projection (P)	A	A	A	A	A	A	A	A	A	A	P	P
Fuel Revenue ($ in millions)	$31	$26	$34	$48	$44	$36	$37	$51	$64	$79	$86	$90
Fuel & PP Expense ($ in millions)	$50	$42	$42	$39	$44	$40	$43	$57	$82	$80	$108	$75
Cumulative Over/(Under) Collected Balance	**$24**	**$8**	**($1)**	**$8**	**$9**	**$5**	**$0**	**($6)**	**($24)**	**($25)**	**($47)**	**($32)**
Cost per MWh	$48.17	$48.76	$46.73	$38.44	$52.18	$43.01	$46.79	$50.08	$66.95	$64.00	$87.46	$69.58
True Up and Adjustments Per MWh*	($17.67)	($18.26)	($10.14)	$5.47	($2.21)	($1.01)	($2.97)	($9.83)	($18.65)	($6.04)	($17.91)	$13.88
Fuel Rate Charged per MWh	**$30.50**	**$30.50**	**$36.60**	**$43.92**	**$49.97**	**$42.00**	**$43.82**	**$40.25**	**$48.30**	**$57.96**	**$69.55**	**$83.46**
Monthly Fuel Rate Percentage Change		0%	20%	20%	14%	-16%	4%	-8%	20%	20%	20%	20%

September monthly fuel rate calculated to be $83.46/MWh

Fuel Rate Volatility Summary

JEA recognizes customers are feeling the impact of higher electric bills due to increased fuel costs

All energy markets world-wide are experiencing volatile fuel supply issues and high prices through higher commodity and fuel transportation costs

Fuel prices are forecasted to remain extremely elevated through the winter but still elevated over historical price levels

Mitigation efforts by JEA to reduce fuel price volatility include:

- A robust natural gas hedging strategy
- Advance procurement of solid fuel, natural gas, and purchase power
- Continued extensive efforts to reduce electric generating fuel costs and subsequently customer bills



Energy Market Risk Management Policy

Nancy Reinker

Manager, Fuels Management Services

Energy Market Risk Management Policy

Based on a review by JEA and The Energy Authority (TEA)



Non-substantive changes to the Energy Market Risk Management Policy (EMRP) include:

- Align language with current organizational structure
- Improve language related to clarity and current processes with respect to discussion of risks, business practices, exposure limits, credit policy, reporting and policy acknowledgment, and distribution
- Improve language to bring clarity to the roles and responsibilities of the Fuel and Purchase Power Committee

Note: The Board approved a change to the Energy Market Risk Management Policy at the last meeting to increase the MD/CEO transaction authorization limit to $100M

This requested change incorporates language improvements to the policy

Staff requests the Finance & Operations Committee recommend the proposed changes to the Board for approval



Technology, Tools, and Data

Brad Krol
Chief Information Officer

National Institute of Standards and Technology (NIST) Cyber Security Framework

Identify
Asset Management, Business Environment, Governance, Risk Assessment, and Risk Management Strategy

Protect
Access Control, Awareness and Training, Data Security, Information Protection Processes and Procedures, Maintenance, and Protective Technology

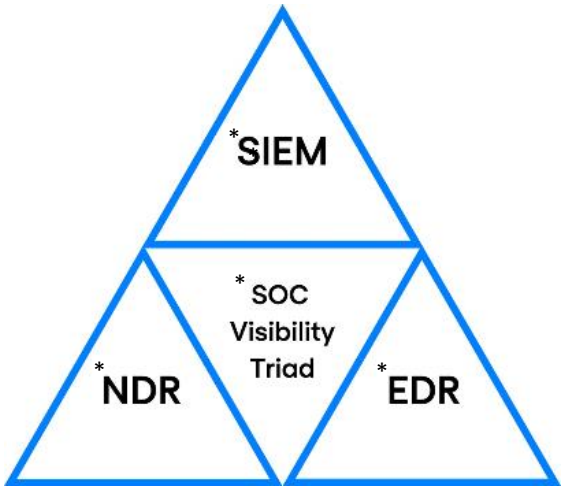
Detect
Anomalies and Events, Security Continuous Monitoring, and Detection Processes

Respond
Response Planning, Communications, Analysis, Mitigation, and Improvements

Recover
Recovery Planning, Improvements, and Communications

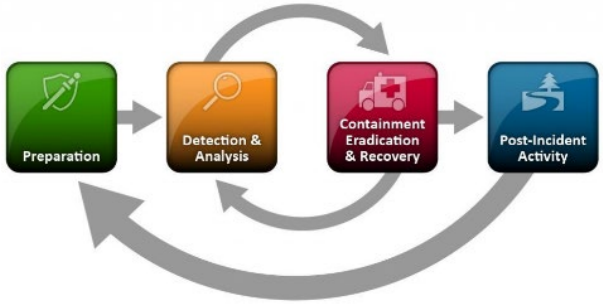


Detect and Respond



Network and Endpoint

Monitor network traffic and endpoint activity to detect



Incident Response

Responding to malicious cyber activities



Forensics

Investigation and analysis techniques to gather and preserve evidence

SIEM – Security Information and Event Management
NDR – Network Detection & Response
SOC Visibility Triad – Security Operations
EDR – Endpoint Detection and Response

Protection Controls



Email



Web



Data



Perimeter

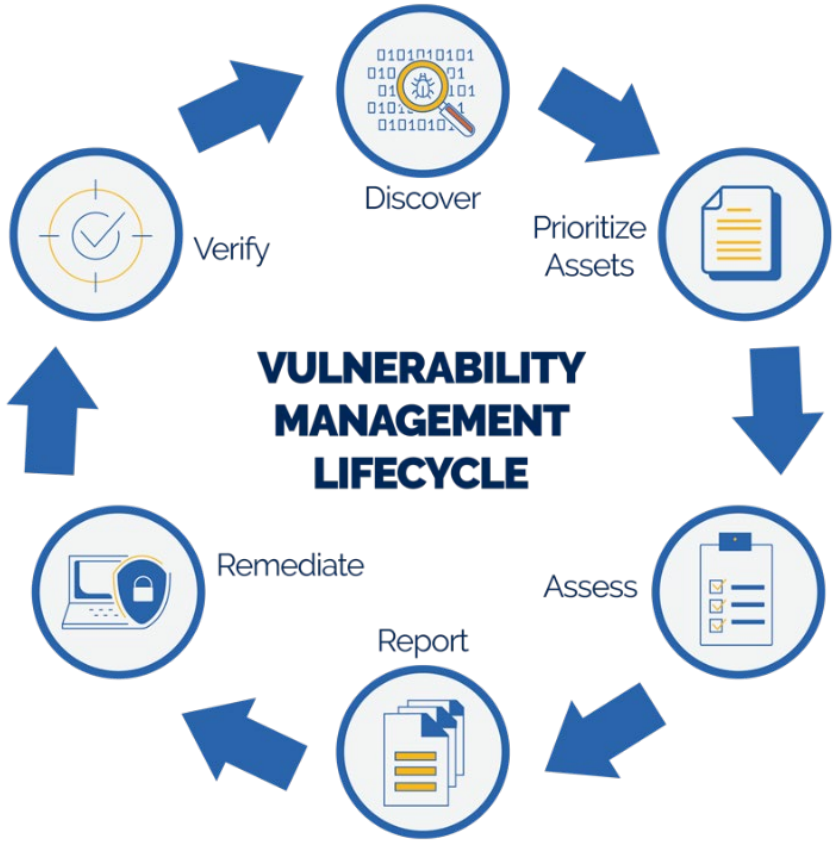
The perimeter is protected by a layered defense-in-depth approach

Endpoint

Endpoint protection provides multiple detection services



IPS/HIPS – Intrusion Protection Services / Host Intrusion Protection Services



Vulnerability Management

alongside other security tactics, is vital for organizations to prioritize possible threats and minimize their attack surface

Awareness is a foundational component of the Information Security program

Security awareness training helps to minimize this risk thus reducing the potential financial and reputational damage to the brand

CURRENTS
PRESENTATIONS
HOW-TOs, TIPS, and GUIDES
POSTERS
TRAINING DOCUMENTS





Assessments

External Data Protection (Cloud) Questionnaires

Risk Assessments

Vulnerability Scans

Incident Response Exercises



Pricing Policy Revisions

Victor Blackshear
Director, Financial Planning & Rates



Purpose

The Pricing Policy is intended to provide broad guidance and to facilitate the management, control, and oversight of JEA's pricing structure

Goal

Its primary goal is to establish revenue requirements to fully recover the costs necessary to operate and maintain the utility, consistent with its mission, through fair and equitable pricing

Recommendations

Rate Setting Methodology

Electric Financial Metrics

Stabilization Fund & Rates

Pricing Policy Revisions

Regulatory Accounting requires Utility Basis Rate Setting Methodology

In 2015, JEA adopted Accounting Standards Codification (ASC) 980 and **regulatory accounting**. ASC 980 provides that a utility can follow regulatory accounting if three criteria are met: Independent Board; rates based on cost; and utility can recover revenue based on the set rates

Regulatory Accounting allows the creation of regulatory assets and liabilities

This enables JEA to defer expenses until they are included in the rates charged to customers

In order to adopt Regulatory Accounting, JEA had to change its rate setting methodology from cash basis to utility basis

Utility basis allows for the rate to be set using depreciation expense and presents the challenge of determining and disclosing a target **rate of return**

Rate of Return includes inflationary increases in asset replacement costs plus interest expense

During the calculation, the rate is solved for after projecting cash flows in our long-term financial models

This provides better matching of revenues and expenses and avoids large swings in net income and rates

Pricing Policy Revisions

Pricing Policy: Clarifying Utility Basis Rate Setting Methodology

Current

The policy has references to JEA historical practice of cash basis rate setting

These references include debt service and capital expenditures

Proposed

The policy will consistently reference JEA's required practice of utility basis rate setting

Mentions of debt service and capital required will be replaced with depreciation expense and rate of return

The proposed changes provide consistency on how the Pricing Policy aligns with JEA regulatory accounting requirements

Pricing Policy Revisions

Electric Financial Metrics

Current

Minimum debt service coverage of 2.2x

Minimum 150 to 250 days of liquidity

Debt to Asset goal of 60%

Proposed

Minimum debt service coverage of 2.2x

Minimum 150 to 250 days of liquidity

Debt to Asset goal of 50%

Minimum fixed charge coverage of 1.6x

The proposed changes align with credit rating agency guidelines for an AA rated utility

Pricing Policy Revisions

Stabilization Fund & Rate Changes

Current

Customer Benefit Stabilization

This fund was established to collect revenue through Residential Conservation Charge to be used for Customer Benefit expenses like energy efficiency programs

Environmental (E&W) Stabilizations

These funds were established to collect revenue through Environmental Charge to be used for environmental expenditures and regulatory program needs

Non-Fuel Purchased Power Stabilization

This fund was established to reimburse non-fuel purchased power expenses related to Vogtle debt principal payments

Proposed

Phase out Customer Benefit Stabilization

Eliminate Conservation charge and recover costs of the Customer Benefit Programs through Base rate charges

Phase out Environmental (E&W) Stabilizations

Eliminate Environmental charges and recover costs of the Environmental and Regulatory expenditures through Base rate charges

Expand Non-Fuel Purchased Power Stabilization

To assist in the timing of any non-fuel purchased power expenses at the discretion of CEO/Managing Director or designee

The proposed changes provide greater flexibility to fund and support JEA's strategies and is a neutral revenue requirement impact

Pricing Policy Revisions Recommendations

JEA

Rate Setting Methodology

Electric Financial Metrics

Stabilization Fund & Rates

Other Policy Administrative Items

- Revise leadership designations
- Add regulatory accounting language to Fuel Pricing
- Reference to Cost Participation policy to Water/Wastewater Pricing
- Removal of the outdated Five Year Projection section

Staff requests the Finance & Operations Committee recommend the proposed changes to the Board for approval



Fuel Rate Volatility

Supplemental Information

Natural Gas Hedging Positions

	Wells Fargo		RBC		Shell		NextEra		Market	Average	Total %	
Month	Price	% Hedged	Price	% Hedged	Price	% Hedged	Price	% Hedged	Price	Price	Hedged	Month
Sep-22	$ 2.47	10%	$ 2.62	21%	$ 3.99	31%	$ 2.54	12%	$ 7.59	$ 3.16	75%	Sep-22
Oct-22	$ 4.32	17%	$ 2.62	21%	$ 8.04	22%	$ 2.56	13%	$ 7.58	$ 4.64	73%	Oct-22
Nov-22	$ 2.47	11%	$ 2.62	23%	$ 7.56	23%	$ 2.65	13%	$ 7.65	$ 4.20	71%	Nov-22
Dec-22	$ 2.47	11%	$ 2.64	27%	$ 7.14	21%	$ 2.85	13%	$ 7.77	$ 3.95	71%	Dec-22
Jan-23	$ 2.47	28%	$ 5.30	13%	$ 7.10	19%	$ 2.95	11%	$ 7.83	$ 4.30	71%	Jan-23
Feb-23	$ 2.47	30%	$ 2.70	5%	$ 6.59	24%	$ 2.88	12%	$ 7.42	$ 3.97	71%	Feb-23
Mar-23	$ 2.47	34%	$ -	0%	$ 6.15	29%	$ 2.70	13%	$ 6.21	$ 3.91	76%	Mar-23
Apr-23	$ 2.47	43%	$ -	0%	$ 4.75	13%	$ 2.37	17%	$ 4.82	$ 2.86	74%	Apr-23
May-23	$ 2.47	34%	$ -	0%	$ 4.93	27%	$ 2.31	13%	$ 4.68	$ 3.33	74%	May-23
Jun-23	$ 2.47	28%	$ 3.13	7%	$ 5.13	23%	$ 2.34	11%	$ 4.73	$ 3.41	69%	Jun-23
Jul-23	$ 2.47	27%	$ 3.14	7%	$ 5.20	23%	$ 2.38	11%	$ 4.78	$ 3.45	67%	Jul-23
Aug-23	$ 2.47	27%	$ 2.34	4%	$ 5.25	20%	$ 2.39	10%	$ 4.79	$ 3.35	62%	Aug-23
Sep-23	$ 2.47	34%	$ -	0%	$ 5.34	18%	$ 2.38	13%	$ 4.78	$ 3.25	65%	Sep-23
Oct-23	$ 2.81	39%	$ 4.95	6%	$ 5.97	5%	$ 2.41	13%	$ 4.82	$ 3.19	64%	Oct-23
Nov-23	$ 2.47	40%	$ 4.95	7%	$ 6.09	4%	$ 2.53	16%	$ 5.00	$ 2.98	67%	Nov-23
Dec-23	$ 2.47	36%	$ 4.95	7%	$ 6.32		$ 2.76	14%	$ 5.22	$ 3.11	62%	Dec-23
Jan-24	$ 3.96	13%	$ 4.13	24%	$ 5.20	18%	$ 2.88	11%	$ 5.38	$ 4.16	66%	Jan-24
Feb-24	$ 3.99	12%	$ 3.92	24%	$ 5.06	17%	$ 2.83	13%	$ 5.23	$ 4.02	67%	Feb-24
Mar-24	$ 4.13	11%	$ 3.83	27%	$ 4.79	14%	$ 2.69	16%	$ 4.86	$ 3.80	67%	Mar-24
Apr-24	$ 4.13	11%	$ 2.60	14%	$ 3.67	31%	$ 2.34	16%	$ 4.28	$ 3.24	72%	Apr-24
May-24	$ 3.51	18%	$ 2.60	11%	$ 3.70	26%	$ 2.30	13%	$ 4.23	$ 3.20	69%	May-24
Jun-24	$ 3.10	8%	$ 3.95	29%	$ 3.68	22%	$ 2.34	11%	$ 4.31	$ 3.51	70%	Jun-24
Jul-24	$ 3.09	14%	$ 3.70	20%	$ 3.83	23%	$ 2.38	10%	$ 4.39	$ 3.43	66%	Jul-24
Aug-24	$ 3.11	12%	$ 2.79	9%	$ 3.77	20%	$ 2.39	10%	$ 4.42	$ 3.18	51%	Aug-24
Sep-24	$ 3.14	9%	$ 2.60	10%	$ 3.63	23%	$ 2.39	12%	$ 4.40	$ 3.08	55%	Sep-24
Oct-24	$ 3.22	7%	$ 2.67	12%	$ 3.94	18%	$ 2.42	14%	$ 4.46	$ 3.13	51%	Oct-24
Nov-24	$ 3.28	10%	$ 2.60	15%	$ 4.75	11%	$ 2.54	18%	$ 4.65	$ 3.13	54%	Nov-24
Dec-24	$ 3.41	12%	$ 2.87	15%	$ 4.76	10%	$ 2.77	16%	$ 5.02	$ 3.31	53%	Dec-24
Jan-25	$ 4.21	20%	$ 3.16	6%	$ 4.96	12%	$ 2.88	12%	$ 5.18	$ 3.94	51%	Jan-25
Feb-25	$ 4.31	20%	$ 3.16	7%	$ 4.96	13%	$ 2.84	14%	$ 5.05	$ 3.93	53%	Feb-25

	Wells Fargo		RBC		Shell		NextEra		Market	Average	Total %	
Month	Price	% Hedged	Price	% Hedged	Price	% Hedged	Price	% Hedged	Price	Price	Hedged	Month
Mar-25	$ 4.01	17%	$ 3.16	8%	$ 4.76	8%	$ 2.69	17%	$ 4.71	$ 3.57	50%	Mar-25
Apr-25	$ 3.47	11%	$ 3.06	15%	$ 4.34	12%	$ 2.36	17%	$ 4.14	$ 3.20	55%	Apr-25
May-25	$ 3.14	15%	$ 3.06	13%	$ 4.33	10%	$ 2.34	15%	$ 4.09	$ 3.13	53%	May-25
Jun-25	$ 4.05	24%	$ 3.06	10%	$ 4.32	8%	$ 2.37	12%	$ 4.14	$ 3.54	54%	Jun-25
Jul-25	$ 3.01	10%	$ 3.06	9%	$ 4.31	22%	$ 2.41	10%	$ 4.22	$ 3.46	51%	Jul-25
Aug-25	$ 3.17	11%	$ 3.06	8%	$ 4.37	7%	$ 2.41	10%	$ 4.24	$ 3.18	35%	Aug-25
Sep-25	$ 3.04	8%	$ 3.06	11%	$ 4.22	7%	$ 2.40	12%	$ 4.23	$ 3.06	39%	Sep-25
Oct-25	$ 3.06	11%	$ 3.06	13%	$ 3.92	6%	$ 2.43	15%	$ 4.29	$ 2.97	45%	Oct-25
Nov-25	$ 3.13	10%	$ 3.16	7%	$ 4.66	6%	$ 2.53	16%	$ 4.47	$ 3.11	39%	Nov-25
Dec-25	$ 3.26	10%	$ 3.16	7%	$ 4.63	5%	$ 2.75	15%	$ 4.83	$ 3.21	37%	Dec-25
Jan-26	$ -	0%	$ 4.42	8%	$ 4.28	15%	$ 2.87	13%	$ 4.99	$ 3.80	35%	Jan-26
Feb-26	$ -	0%	$ 4.31	6%	$ 4.40	16%	$ 2.82	14%	$ 4.86	$ 3.76	36%	Feb-26
Mar-26	$ -	0%	$ 4.31	7%	$ 4.54	15%	$ 2.68	17%	$ 4.54	$ 3.69	39%	Mar-26
Apr-26	$ 2.92	6%	$ 4.31	7%	$ 4.59	11%	$ 2.35	17%	$ 4.04	$ 3.39	41%	Apr-26
May-26	$ 2.92	5%	$ 4.31	6%	$ 3.84	14%	$ 2.33	14%	$ 4.00	$ 3.24	39%	May-26
Jun-26	$ 2.92	4%	$ 4.53	14%	$ 3.37	4%	$ 2.36	12%	$ 4.07	$ 3.45	34%	Jun-26
Jul-26	$ 2.92	4%	$ -	0%	$ 3.85	22%	$ 2.40	10%	$ 4.13	$ 3.33	36%	Jul-26
Aug-26	$ 2.92	4%	$ -	0%	$ 3.20	7%	$ 2.40	10%	$ 4.15	$ 2.76	21%	Aug-26
Sep-26	$ 2.92	4%	$ -	0%	$ 3.83	4%	$ 2.40	13%	$ 4.14	$ 2.77	21%	Sep-26
Oct-26	$ 2.92	6%	$ -	0%	$ 4.28	2%	$ 2.43	16%	$ 4.20	$ 2.70	24%	Oct-26
Nov-26	$ -	0%	$ -	0%	$ 4.60	4%	$ 2.53	17%	$ 4.38	$ 2.90	21%	Nov-26
Dec-26	$ -	0%	$ -	0%	$ 3.37	7%	$ 2.74	16%	$ 4.73	$ 2.93	23%	Dec-26
Jan-27	$ -	0%	$ 4.69	1%	$ 4.54	6%	$ 2.88	14%	$ 4.90	$ 3.46	21%	Jan-27
Feb-27	$ -	0%	$ 4.69	1%	$ 4.54	6%	$ 2.84	14%	$ 4.77	$ 3.44	21%	Feb-27
Mar-27	$ -	0%	$ 4.69	1%	$ 4.54	6%	$ 2.70	14%	$ 4.48	$ 3.35	21%	Mar-27
Apr-27	$ -	0%	$ -	0%	$ 4.54	7%	$ 2.37	16%	$ 4.00	$ 3.02	23%	Apr-27
May-27	$ -	0%	$ 4.00	3%	$ 4.54	5%	$ 2.35	13%	$ 3.97	$ 3.15	21%	May-27
Jun-27	$ -	0%	$ -	0%	$ 4.31	10%	$ 2.38	11%	$ 4.04	$ 3.27	21%	Jun-27
Jul-27	$ -	0%	$ -	0%	$ 4.20	10%	$ 2.41	10%	$ 4.11	$ 3.30	20%	Jul-27
Aug-27	$ -	0%	$ -	0%	$ -	0%	$ 2.42	10%	$ 4.11	$ 2.42	10%	Aug-27
Average	13%		9%		14%		13%		$ 4.86	$ 3.47	49%	Average

Hedged in Opportunistic Range
Below Minimum Hedge Level

5-year hedging strategy reduces risk to price volatility

JEA FINANCE & OPERATIONS COMMITTEE MINUTES
May 23, 2022

The Finance & Operations Committee of JEA met at 9:00 am on Monday, May 23, 2022 on the 8th Floor, 21 W. Church Street, Jacksonville, Florida. The meeting was properly noticed, and the public was invited to attend this meeting in-person at the physical location and virtually via WebEx.

WELCOME

Meeting Called to Order – Committee Chair General Joseph DiSalvo called the meeting to order at 9:00 am. Committee members Marty Lanahan and Rick Morales, being present for the meeting constituted a quorum. Board members Bobby Stein and John Baker were also in attendance in-person.

Others in attendance in-person were Jody Brooks, Chief Administrative Officer; Ted Phillips, Chief Financial Officer; Joe Orfano, Vice President, Financial Services and Treasurer; and Regina Ross, Chief Legal Officer, Office of General Counsel.

Jay Stowe, Managing Director/CEO; Laura Dutton, Chief Strategy Officer; Raynetta Marshall, Chief Operating Officer; Laura Schepis, Chief External Affairs Officer; Sheila Pressley, Chief Customer Officer; Brad Krol, Chief Information Officer; Kurtis Wilson, Vice President, Government Relations; Paul Mitchell, Vice President, Economic Development; Alan McElroy, Vice President, Supply Chain and Operations Support; Mark Stultz, Vice President, Communications; Ricky Erixton, Vice President, Electric Systems; and Stephen Datz, Vice President, Technical Services, participated in the meeting via WebEx.

Adoption of the Agenda – On ***motion*** by Marty Lanahan and seconded by Bobby Stein, the agenda was approved.

Approval of Minutes – On ***motion*** by Marty Lanahan and seconded by Rick Morales, the February 11, 2022 Finance and Audit Committee meeting minutes were approved.

Safety Briefing and Moment – Melissa Charleroy, Board Services Manager, provided a Safety Briefing.

Comments from the Public – There were no in-person, virtual, or emailed public comments.

FOR COMMITTEE CONSIDERATION

FY23 Budget – Juli Crawford, Director, Financial Planning & Analysis, presented the FY23 Budget which included a discussion on the budget process, operating and capital budget components, financial projections for the Electric, Water, and District Energy Systems, fuel and purchased power expenses, contributions to the rate stabilization fund, electric, water, and chilled water rates, government transfers to the City of Jacksonville, and FY23 labor costs. Committee members held discussions.

On ***motion*** by Marty Lanahan and seconded by Bobby Stein, Resolution 2022-12 adopting the recommendation to approve the proposed Fiscal Year 2023 operating and capital budgets; authorizing the Managing Director/Chief Executive Officer, or designee, to submit the proposed budget to the City of Jacksonville, providing for correction of errors; and providing for an effective date was unanimously approved.

Electric System Cost of Service Study – Juli Crawford, Director, Financial Planning & Analysis, presented the Electric System Cost of Service Study progress update as a follow-up to the February 11, 2022 Finance and Audit Committee presentation. Ms. Crawford noted a draft Cost of Service and Rate Restructuring Report has been received from the consultant. Ms. Crawford reviewed the tentative recommendations as outlined in the materials and provided a timeline for final recommended action to take place in the mid-year of fiscal year 2023, with rates to potentially be affective in April 2023. Ms. Crawford noted that staff is working to address customer impact and communication. This presentation was received for information.

District Energy System Cost-of-Service Results & Recommendations – Juli Crawford, Director, Financial Planning & Analysis, presented the District Energy System Cost-of-Service results and recommendations as a follow-up to the February 11, 2022 Finance & Audit Committee presentation. Ms. Crawford provided a review of the current District Energy System customers, results, and recommendations based on the Jacobs Engineering analysis which included establishing clear connection fees and contract terms, establishing demand rates based on plant and variable rates, penalties that encourage efficient use of the system, establishing performance metrics, and developing a growth strategy for new customers. Ms. Crawford provided a review of next steps which includes a rate hearing at the September 20, 2022 JEA Board meeting. Mr. Phillips extended appreciation to Ms. Crawford and her team for their hard work. This presentation was received for information.

Modifications to JEA Disclosure Policies and Procedures – Joe Orfano, Vice President, Financial Services and Treasurer, presented the Disclosure Policies and Procedures were originally approved by the Board in May 2015. Based on best practices, Mr. Orfano reviewed the proposed procedural changes as recommended by Greenberg Traurig, JEA's disclosure council. The recommended revisions separate the Board's strategic responsibilities from the execution and administration of the disclosure policies by the leadership team and staff. The proposed changes will allow any revisions to the Disclosure Procedures to be subject to the approval by the Chief Financial Officer and will become effective immediately without approval by the Board.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-05 to adopt the modification to JEA's Disclosure Policies and Procedures were unanimously approved.

Mr. Stein stepped out at 9:48 am and returned at 9:50 am.

Annual Disclosure Reports – Joe Orfano, Vice President, Financial Services and Treasurer, noted this presentation is a follow-up to the February 22, 2022 presentation to the Board. Board Members were provided a copy of the draft Annual Disclosure Reports on February 23, 2022. Mr. Orfano provided a review of edits related to Project J. Additional information will be provided at the May 24, 2022 Board of Directors meeting.

On ***motion*** by Marty Lanahan and seconded by Rick Morales, Resolution 2022-06 to authorize the modifications to the Annual Disclosure Reports and to authorize the filing and use of the Annual Disclosure Reports was unanimously approved.

Increase in JEA Guaranty to The Energy Authority – Joe Orfano, Vice President, Financial Services and Treasurer, presented the seven members of The Energy Authority provide trade support to The Energy Authority (TEA) through guaranties supporting transactional, advisory, and investment activities. Mr. Orfano reviewed the rationale for member trade guaranties and noted Joanie Teofilo, President and Chief Executive Officer, will provide a presentation at the May 24, 2022 JEA Board of Directors Meeting. TEA requested an increase from $164 million to $340 million with a phase-in of JEA's guaranty limits to $45 million on or before June 1 and to $60 million on or before December 1.

Mr. Orfano extended appreciation to Ms. Ross for her support in finalizing the documentation. Board Members held discussions.

On ***motion*** by Rick Morales and seconded by Marty Lanahan, Resolution 2022-11 to amend the agreements to increase JEA's guaranty amount to TEA as follows: $45,000,000 on or before June 1, 2022, and $60,000,000 on or before December 1, 2022, to authorize the Managing Director/Chief Executive Office, or designee, to execute amended agreements was unanimously approved.

Eminent Domain – Paul Mitchell, Vice President, Economic Development, provided a review of the real estate team. Mr. Mitchell provided a review of the purpose and process of utilizing eminent domain noting the last time eminent domain was brought before the Board of Directors was in 2018.

Southside Integrated Piping System – Brandon Traub, Real Estate Coordinator, provided a review of the Southside Integrated Piping System including the purpose for the land, benefits of acquiring the land, timeline of negotiations, and construction timeframe.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-08 authorizing the Managing Director/Chief Executive Officer to negotiate and acquire and enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of utility easement rights for the Southside Integrated Piping System was unanimously approved.

Circuit 663 – Brandon Traub, Real Estate Coordinator, provided a review of the Circuit 663 request for eminent domain including the purpose of the land, benefits of acquiring the land, timeline of negotiations, and construction timeframe. Board Members held discussions.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-09 authorizing the Managing Director/Chief Executive Officer to negotiate and acquire and enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of utility easement rights for Circuit 663 was unanimously approved.

Proposed Cost Participation Policy – Robert Zammataro, P.E., presented staff has been working with the development community over the past six months to hear their concerns. Mr. Zammataro provided a review of the existing and proposed Cost Participation policy. Board members held discussions.

On ***motion*** by Bobby Stein and seconded by Marty Lanahan, Resolution 2022-10 to revise the Cost Participation Policy was unanimously approved.

Mr. Stowe and Board members expressed appreciation to Mr. Zammataro and team. Mr. Phillips thanked Ms. Crawford and staff for their great work on the FY23 budget and Cost of Service studies.

ADDITIONAL INFORMATION

Appendix A: Plant Capacity Fee Implementation – Provided for information only

Appendix B: Compliance with JEA's Disclosure Policies and Procedures – Provided for information only

Appendix C: Jacksonville Small and Emerging Business Update – Provided for information only

Appendix D: Hurricane Preparedness – Provided for information only

Appendix E: Electric System and Water & Sewer System Reserve Fund Report – Provided for information only

Appendix F: JEA Energy Risk Management Policy Report – Provided for information only

Appendix G: Annual Disclosure Reports – Provided for information only

CLOSING CONSIDERATIONS

First Coast Regional Utilities / 301 Partners – Ms. Ross provided a review of the processes and timeline related to the First Coast Regional Utilities plant, settlement agreement, and Cost Participation Agreement in relation to 301 Partners. Ms. Ross will provide an update to the Board at the May 24, 2022 meeting.

Announcements – Next Meeting September 9, 2022

Adjournment – With no further business coming before the Committee, General DiSalvo declared the meeting adjourned at 10:19 am.

APPROVED BY:

_____
Joseph DiSalvo, Committee Chair

Date: _____

Submitted by:

_____
Melissa Charleroy
Board Services Manager

BOARD RESOLUTION: 2022-21
September 20, 2022

A RESOLUTION TO DELEGATE AUTHORITY TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT TO THE CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR IN ACCORDANCE WITH JEA CHARTER SECTION 21.10.

WHEREAS, the purchase of real property for a new water facility will provide for JEA's continued system growth and reliability;

WHEREAS, the JEA Charter, Section 21.10, provides that the JEA Board may delegate the authority to an officer, agent or employee of JEA by resolution to execute purchase and sale agreements;

WHEREAS, the Real Estate Services Procurement Directive dated May 26, 2016 requires Board approval for all real estate purchases of more than $500,000.00;

WHEREAS, JEA staff has negotiated, and Office of General Counsel has approved, acceptable terms and conditions for the purchase of a 3.76± acre parcel of real property more particularly described in the purchase agreement and property description attached hereto as **Exhibit A** (the "Subject Property");

WHEREAS, JEA's current appraisal of the Subject Property has estimated the property value to be $1,435,000.00; and

WHEREAS, JEA Real Estate Services has requested and the Seller has agreed to a purchase price of $1,435,000.00.

BE IT RESOLVED by the JEA Board of Directors that:

1. The Board hereby approves the Purchase Agreement between Sonoc Company, LLC, a Delaware limited liability company, and JEA in substantially the form attached hereto as **Exhibit A**.

2. The Board hereby delegates to the Chief Executive Officer and Managing Director or his designee to execute the Purchase Agreement in its substantial form and any and all documents in connection with the Purchase Agreement and all other documentation as may be reasonably required to consummate the real estate transaction.

3. The purchase price for the Subject Property shall not exceed $1,435,000.00 without additional approval by the JEA Board of Directors.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

INTER-OFFICE MEMORANDUM
September 20, 2022

SUBJECT:	**REAL PROPERTY PURCHASE – NOCATEE SOUTH WATER FACILITY**
	Jay Stowe, Managing Director/CEO
TO:	JEA Board of Directors

BACKGROUND:
In support of JEA's water system growth and reliability, JEA Real Estate Services has negotiated the purchase of a 3.76 acre parcel from Sonoc Company, LLC, a Delaware limited liability company, for a new water facility. The parcel is located off Crosswater Parkway in South Nocatee.

DISCUSSION:
The subject parcel will allow for the construction of a proposed water facility to continue to provide the most reliable water service to a growing area in our service territory. The site is adequately sized for plant design and provides sufficient land buffer.

FINANCIAL IMPACT:
JEA's current appraisal on the subject 3.76 acre site reflects an appraised amount of $1,435,000.00. The purchase price for the real property rights has been negotiated with the seller for the appraised amount of $1,435,000.00.

RECOMMENDATION:
That the Board of Directors approve the purchase of real property as outlined in Resolution 2022-21.

Jay Stowe, Managing Director/CEO

BLT/MAC

Attachments:
Resolution 2022-21
Purchase Agreement
Location Map

Ownership Interest:

SONOC COMPANY, LLC, a Delaware limited liability company

Robert H. Pritchard, President/Manager

Harry D. Francis, VP/Treasurer/Asst. Secretary

Scott A. Oko, VP

Judy B. Morgan, Secretary

D.D.I. Inc., a Florida corporation, Member

Jed V. Davis, Director/COB/President/CEO

Harry D. Francis, VP/Treasurer

A. Dano Davis, Director

Scott A. Oko, VP/Asst. Secretary

Judy B. Morgan, Secretary

Robert H. Pritchard, EVP/COO

Caroline D. Fitzgerald, Director

T. Wayne Davis, Director

Scott R. Stephens, Director

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Buyer"), and **SONOC COMPANY, LLC,** a Delaware limited liability company ("Seller").

W I T N E S S E T H:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property in St. Johns County, Florida (collectively, the "Property"): the tract of land containing approximately 3.76 acres as described on Exhibit A (the "Land"), together with all improvements and structures, if any, located on the Land, all tenements, hereditaments and appurtenances relating to the Land; all mineral rights owned and held by Seller relating to the Land, whether surface or subsurface, or otherwise; and all vegetation, timber and timber rights related to the Land. Seller shall reserve an easement encumbering a portion of the Property as set forth in Sections 4 and 5.

2. Purchase Price and Deposit.

a. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller at Closing for the Property shall be One Million Four Hundred Thirty-five Thousand Dollars ($1,435,000.00).

b. Deposit. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent ("Escrow Agent"), by cashier's check or wired funds, a deposit in an amount equal to Twenty Five Thousand Dollars ($25,000.00) (the "Deposit"), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Deposit shall be paid to Seller and applied to the payment of the Purchase Price.

3. Title, Survey, Buyer's Review, Inspection.

a. Title. Buyer shall, on or before ten (10) days after the Effective Date, at Buyer's cost and expense, obtain and deliver to Seller an owner's title insurance commitment issued through Buyer's attorney as agent for Fidelity National Title Insurance Company ("Title Company"), committing to insure Buyer's title to the Property in the total amount of the Purchase Price ("Commitment"). The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions

under Section 3c and any matters as specifically referred to in this Agreement, including the Reserved Easement (as hereinafter defined).

b. Survey. Buyer shall, on or before ten (10) days after the Effective Date, at Buyer's cost and expense, obtain a current boundary survey of the Land (the "Survey"), prepared by a licensed Florida land surveyor and acceptable to Buyer in its reasonable discretion. The Survey will show each Schedule B exception contained in the Commitment and its effect on the Land. To the extent necessary, Buyer shall have the Survey updated to a date within ninety (90) days prior to Closing so as to allow the Title Company to delete the standard survey exception from the Commitment at Closing.

c. Review of Title and Survey.

i. Buyer shall have a period (the "Title Review Period") ending thirty (30) days after the Effective Date, to notify Seller of any objections Buyer has to any matters shown or referred to in the Commitment or the Survey. Any title encumbrances or exceptions which are set forth in the Commitment or the Survey and to which Buyer does not object on or prior to the last day of the Title Review Period shall be deemed to be "Permitted Exceptions" to the status of Seller's title; provided, however, that no mortgages or other liquated final non-appealable judgements affecting all or any portion of the Land created by, through or under Seller, or any matters created by Seller in violation of the provisions of this Agreement, shall be Permitted Exceptions.

ii. With regard to items (other than Permitted Exceptions) to which Buyer does object within the Title Review Period, Seller shall have the right, but not the obligation, to attempt to cure such objections. Seller shall notify Buyer no later than ten (10) days after receipt of Buyer's objections as to Seller's intent to cure. If Seller elects to not attempt a cure, then Buyer shall have the right to either waive the objections (which shall become Permitted Exceptions) or terminate this Agreement by notice delivered to Seller no later than the end of the Inspection Period, and upon such termination Buyer shall receive the return of the Deposit. If Buyer fails to timely terminate, then it shall be deemed to have waived such objections. If Seller elects to attempt to cure such objections, then Seller shall have until the end of the Inspection Period in which to attempt to cure such objections, except that objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions which are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at Closing; provided, however, Seller shall be under no obligation to incur out of pocket costs to cure defects in title. If Seller is unable to cure such objections or fails to notify Buyer of such cure by the end of the Inspection Period, Buyer at its option may waive the objections not cured or terminate this Agreement by notice to Seller no later than the end of the Inspection Period and upon such termination Buyer shall receive the return of the Deposit. If Seller is able to cure such defects, then Buyer shall have no right to terminate the Agreement under this Section 3c.

d. Inspection Period.

i. Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Buyer may not conduct any borings or other invasive testing, including, without limitation, borings for a Phase II environmental study, without Seller's consent. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property, unless caused by preexisting environmental conditions of the Property or Seller's gross negligence. Seller shall make available to Buyer, within thirty (30) days of the Effective Date, at the offices of Seller or Seller's consultants, for Buyer's inspection and copying, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property, in the possession of Seller or its consultants, which materials will be returned by Buyer if this Agreement does not close. Seller makes no representations as to the accuracy or completeness of such materials. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult, at Buyer's expense, with Seller's engineers, surveyors and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property. Prior to any meeting with governmental agency, Buyer shall provide Seller with at least three (3) days' notice of such meeting and an opportunity to participate. For the purposes hereof, Seller's representative shall be J. Michael White, and such notice may be given by telephone, email, or other writing, notwithstanding the notice provisions of this Agreement.

ii. If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before ninety (90) days after the Effective Date ("Inspection Period"), receive a refund of the Deposit. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Deposit shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated pursuant to a provision of this Agreement which expressly provides for the Deposit to be returned to Buyer.

iii. Except as specifically set forth in this Agreement and in the documents to be delivered at Closing, Buyer is acquiring the Property "as is," "where is" and "with all faults," and Seller has not made and does not and will not make any representations or warranties, express or implied, including any with respect to the quality, physical condition, expenses, legal status, zoning, value, utility or potential of the Property, or any other matter or thing affecting or relating to the Property or this Agreement that might be pertinent in considering whether to purchase the Property or to make and enter into this Agreement (including, without limitation, the accuracy or completeness of any documents delivered or made available to Buyer relating to the Property).

4. Conveyance Documents. Seller shall convey to Buyer fee simple title to the Land by special warranty deed, free and clear of all liens and encumbrances, except the Permitted Exceptions and the Reserved Easement (hereinafter defined). For a period commencing on the Closing Date and ending on the date that is fifty (50) years thereafter (the "Restriction Expiration Date"), the Property may only be used for the development and operation of the Permitted Use (as defined below). The deed shall restrict use of the Property only for utility uses (including, without limitation, water and/or reuse water facilities) (the "Permitted Use"); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant; provided that renewable energy improvements such as solar panels and windfarms and associated improvements shall be allowed); (ii) any communication improvements or structures that do not exclusively serve the Permitted Use; (iii) any improvements or structures (other than communications towers or poles exclusively serving the Permitted Use which shall not exceed sixty feet (60') in height above ground level) exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. From and after the Restriction Expiration Date, the Property may be used for any lawful purpose.

5. Reserved Easement. At Closing, Seller shall reserve to itself, its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, and landscaping ("Reserved Easement"), on, upon, over and below the surface of the land described in Exhibit B attached hereto and made a part hereof (the "Reserved Easement Area"). The Reserved Easement includes the right of Seller to mow, maintain, repair, replace, and add landscaping that does not unreasonably interfere with the proper operation, maintenance, repair, or replacement of Buyer's utility facilities that may be located within the Reserved Easement Area from time to time.

6. Buyer Approvals. Although the Closing is not conditioned upon issuance of any permits or approvals, Buyer shall have the right to pursue all approvals deemed necessary by Buyer for its use of the Property and for the construction of Buyer's planned facilities ("Buyer Approvals"). Seller shall, at no cost to Buyer, execute such property owner authorizations and applications necessary for Buyer to seek the Buyer Approvals. Buyer shall provide Seller with copies of all applications for all land use amendments, re-zonings and other local permits and approvals with respect to the Property prior to submittal to the applicable governmental

authorities. In addition, Buyer agrees to make copies of all applications for non-local permits and approvals with respect to the Property available for inspection by Seller and its agents at any reasonable time during normal business hours at JEA's downtown offices, and Seller shall be permitted to make any copies it deems desirable at its own expense. Buyer agrees that it shall be responsible for satisfaction of all conditions and obligations set forth in any permits and approvals affecting the Property obtained by Buyer.

7. Site Plan Approval Right.

a. Buyer and Seller shall use reasonably diligent efforts and act in good faith to develop and agree on a site plan for Buyer's intended use of the Property as permitted herein ("Site Plan"). Buyer shall develop the proposed Site Plan and submit to Seller for approval, not to be unreasonably withheld, conditioned, or delayed. Seller shall notify Buyer in writing whether it approves or disapproves of the Site Plan within thirty (30) days after Buyer's submission of the Site Plan to Seller. In the event that Seller does not approve or disapprove of the Site Plan in the foregoing thirty (30) day period, then Buyer shall have the right to send a second notice to Seller requesting Seller's approval or comments on the Site Plan and if Seller fails to respond within five (5) business says after such second notice, then Seller shall be deemed to have approved such Site Plan. If Seller disapproves of the Site Plan, Seller shall specify in reasonably specific detail the reasons for such disapproval, in which case Buyer shall cause Site Plan to be revised in accordance with Seller's reasonable objections and submit the revised Site Plan to Seller within five (5) business days of receipt of Seller's written comments for Seller's review and approval. Seller shall notify Buyer in writing whether it approves or disapproves of the resubmitted Site Plan within five (5) business days after its receipt of the revised Site Plan. In the event that Seller does not approve or disapprove of the Site Plan in the foregoing five (5) business day period, Seller shall be deemed to have approved of the Site Plan. This process shall be repeated until the Site Plan has been finally approved (or deemed approved) by Seller.

b. In the event that Buyer requires any Material Changes (as hereinafter defined) to the Site Plan after Seller has approved it (or approval is deemed given), such Material Changes shall require the approval of Seller. Changes which are not Material Changes shall not require the approval of Seller. Seller's approval of Material Changes proposed by Buyer shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given if no written response to the proposed Material Changes is received by Buyer within fifteen (15) days of their submittal to Seller in writing. For purposes of this provision, "Material Changes" shall mean changes that substantially alter the location of ingress and egress points to and from public rights of ways or the location of Buyer's proposed water facility building; provided, that changes to the Site Plan that are required by applicable governmental authorities as a condition of obtaining permits or approvals for the proposed development on the Property shall not be deemed Material Changes and shall not require Seller's approval.

c. This Section 7 shall survive Closing; provided however, that subsequent to Buyer's construction of improvements on the Property in accordance with the Site Plan approved or deemed approved by Seller, this Section 7 and the Seller's approval rights shall expire and terminate.

8. Casualty and Eminent Domain. Risk of loss as to the Property resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, or if the Property or any portion thereof shall be subjected to the bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Buyer may terminate this Agreement by written notice to Seller given within ten (10) days after notice of the damage or taking (in the event of such termination of this Agreement, Buyer shall receive the return of the Deposit (and any interest accrued thereon)). If the Closing Date is within the aforesaid 10-day period, then the Closing shall be extended to the next business day following the end of said 10-day period. If no such election to terminate is made, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Buyer any insurance proceeds that may thereafter be made for such damage or destruction (provided that Buyer pay any deductible under such policies). For the purposes of this paragraph, the phrase "material damage" or similar phrase means damage that would impair the use of the Property for Buyer's intended purpose (or would increase the cost required to use the Property for Buyer's intended purpose by an amount in excess of $100,000).

9. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default; provided that it shall be an immediate event of default should a party fail to appear at Closing and perform the obligations it is required to perform at Closing and no notice and right to cure shall be available. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 9 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, then Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to

terminate this Agreement by written notice to Buyer and retain Buyer's Deposit (and any accrued interest thereon) as liquidated damages. Seller and Buyer agree that the actual damages that would be incurred by Seller for a default of Buyer hereunder are uncertain and cannot be readily ascertained, and that the Deposit is a reasonable estimate of such actual damages and does not constitute a penalty. Notwithstanding the foregoing, Seller shall have all remedies available at law or in equity as to any of Buyer's indemnity, defense and hold harmless obligations (subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered), and the amount of the Deposit shall not be a limitation on Seller's remedies as to such matters. Notwithstanding anything in this Agreement to the contrary, if Buyer has failed to deliver any part of the Deposit required under this Agreement and an event occurs which entitles Seller to receive the Deposit under this Agreement, then Buyer shall be obligated to pay such amount of the Deposit to Seller in cash upon demand by Seller.

c. Remedies of Buyer. In the event of a default by Seller hereunder, Buyer may, at Buyer's option, do any of the following: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing and receive the return of the Deposit; (ii) enforce specific performance of this Agreement against Seller; or (iii) to the extent specific performance is unavailable as a remedy due to Seller wrongfully conveying the Property or a portion thereof to a third party while this Agreement is in full force and effect, Buyer may bring an action against Seller for actual damages (specifically excluding consequential, punitive and special damages). If Buyer intends to pursue specific performance, Buyer must file an action for specific performance against Seller by no later than ninety (90) days after the outside Closing date under this Agreement, failing which Buyer shall be deemed to have elected option (i) above.

10. Real Estate Commission. Seller represents and warrants to Buyer that Seller has not dealt with any real estate broker or salesman with respect to the transactions contemplated under this Agreement and Seller agrees to indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Buyer by reason of any claim to any broker's, finder's or other fee in connection with the transactions contemplated under this Agreement by any party claiming by, through or under Seller. Buyer represents and warrants to Seller that Buyer has not dealt with any real estate broker or salesman with respect to the transactions contemplated under this Agreement and Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with the transactions contemplated under this Agreement by any party claiming by, through or under Buyer.

11. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the date hereof that:

a. except as may be reflected in the Commitment, and except for this Agreement, there are no contracts or agreements outstanding (whether for sale, exchange or otherwise) which affect any portion of the Property or its operation;

b. to Seller's actual knowledge, there is no action, suit, proceeding or claim affecting the Property or any portion thereof nor affecting Seller and relating to the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality nor, to the actual knowledge of Seller, is any such action, suit, proceeding or claim threatened or being asserted;

c. to Seller's actual knowledge, no portion of the Property is the subject of any pending condemnation or eminent domain proceeding, or any other litigation or proceeding, and Seller has not received any written notice and has no actual knowledge that any such proceeding is proposed or contemplated;

d. to the best of Seller's knowledge, Seller is not prohibited from consummating the transactions contemplated in this Agreement, by any law, regulation, agreement, restriction, order or judgment;

e. there are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller, and, except as to any documents or matters disclosed by the Commitment, Seller has not granted any license, lease, or other right relating to the use or possession of the Property;

f. there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by Seller or filed by Seller or pending against Seller or the Property;

g. Seller has full right, title and authority to enter into this Agreement and except as reflected in the Commitment, no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to purchase contract, option agreement, right of first refusal, reversionary or future interests, or right of reverter;

h. except for governmental costs and fees for permits and approvals and taxes and assessments and except as disclosed in the Commitment, Seller has neither made nor to Seller's actual knowledge is Seller bound by any commitments to any governmental authority, utility company, school board, church or other religious body, or any homeowners' association, or to any other organization, group or individual relating to the Property, which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property; and

i. Seller has not, and to Seller's actual knowledge, Seller's agents, employees or contractors have not, released or deposited any chemical waste, toxic or hazardous materials or substances, chemicals or wastes in excess of regulatory levels upon or below the surface of the Property or into any water system, and, to Seller's actual knowledge, no such chemical waste, toxic

or hazardous materials or substances, chemicals or wastes are situated upon or buried in the Property.

At Closing, Seller shall deliver a certificate certifying that its representations and warranties contained herein are true and correct as of the Closing Date or to the extent of changed circumstances, shall evidence such changed circumstances to the affected parties knowledge (the "Changed Circumstances"). If the Changed Circumstances are material in nature and result from the acts of Seller, then such Changed Circumstances shall be deemed a violation of the representations contained herein and Buyer shall have those remedies provided for a default under this Agreement. In all other instances where the Changed Circumstances are material in nature, Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this Agreement, except those that specifically survive the termination hereof. All of Seller's warranties and representations shall survive Closing for a period of 180 days from the Closing, and no action may be taken by Buyer in connection with such representations and warranties after such date, and the parties' sole remedy for any breach of the representations and warranties contained herein discovered after Closing shall be an action for actual damages.

12. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before the date that is thirty (30) days after expiration of the Inspection Period. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller.

13. Documents to be delivered at Closing. At Closing, Seller shall deliver the following documents, as their interests may appear as to the portion of the Property subject to such documents:

a. Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, in form and substance reasonably acceptable to Buyer and Seller, conveying to Buyer the Land in marketable fee simple, free and clear of any lien, encumbrance or exception other than the Permitted Exceptions, but subject to the Reserved Easement. The Deed shall be in substantially the form attached hereto as Exhibit C.

b. all documentation reasonably necessary to allow Buyer or Buyer's attorney, as title agent for the Title Company, to delete from the title commitment and the Owner's Policy of Title Insurance (the "Owner Title Policy") all of the standard exceptions (except for taxes and assessments not yet due and payable, and except for any standard exceptions which may only be deleted upon a review of a survey of the Land) and to delete any exceptions other than the Permitted Exceptions;

c. a duly executed Owner's Title Affidavit, in form and substance customarily used by and acceptable to the Title Company, sufficient to enable the Title Company to delete the "gap" exception and the standard exceptions (except for taxes and assessments not yet due and payable and except for any standard exceptions which may only be deleted upon a review of a survey of the Land) from the Owner Title Policy;

d. a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes;

e. a certificate that Seller (or its sole member, if Seller is a disregarded entity) is not a foreign person or entity for the purposes of Section 1445 of the United States Internal Revenue Code of 1986;

f. possession of the Land, subject only to the Permitted Exceptions;

g. such evidence of the legal existence and good standing of Seller, and the authority and capacity of Seller and its representatives as Buyer or the Title Company may reasonably require; and

h. a closing settlement statement consistent with the terms of this Agreement.

14. Closing Costs.

a. At Closing, Seller shall pay:

(i) Documentary stamp taxes on the Deed;
(ii) Seller's attorneys' fees;
(iii) Recording fees for curative title documents.

b. At Closing, Buyer shall pay:

(i) Buyer's attorneys' fees;
(ii) Buyer's inspection costs;
(iii) The cost of the Survey;
(iv) Recording fees;
(v) The Owner Title Policy issued pursuant to the Commitment.

15. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

16. Notices. Notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent

by email, in which case notice shall be deemed delivered upon transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorneys are authorized to give any notice specified in this Agreement on behalf of their respective clients.

To Buyer:	JEA, Real Estate 21 W. Church Street (CC-6) Jacksonville, Florida 32202 Attention: Director, Real Estate Services Office: (904) 665-6535 Email: popeja@jea.com
With copy to:	Edwards Cohen 200 W. Forsyth St., Suite 1300 Jacksonville, Florida 32202 Attention: Brian Dawes, Esq. Office: (904) 633-7979 Email: bdawes@edcolaw.com
To Seller:	c/o The PARC Group, Inc. 4314 Pablo Oaks Court Jacksonville, Florida 32224 Attention: Roger O'Steen Office: (904) 992-9750 Email: ROSteen@parcgroup.net
With copy to:	The PARC Group, Inc. 4314 Pablo Oaks Court Jacksonville, Florida 32224 Attention: Mikey White Office: (904) 992-9750 Email: MWhite@parcgroup.net
With copy to:	Gunster, Yoakley & Stewart, P.A. 225 Water Street, Suite 1750 Jacksonville, Florida 32202 Attention: Nicholas Dyal, Esq. Office: (904) 350-7420 Email: NDyal@gunster.com
To Escrow Agent:	Edwards Cohen 200 W. Forsyth St., Suite 1300

Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Office: (904) 633-7979
Fax: (904) 633-9026
Email: bdawes@edcolaw.com

17. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

19. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

20. Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

21. Assignment. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; and no third party will have any rights, privileges or other beneficial interest herein or hereunder.

22. Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

23. Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against on party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

24. Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party

of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

25. Escrow Provisions. It is agreed that the duties of Escrow Agent with respect to the Deposit are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Deposit and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Deposit or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Deposit or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Deposit or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Deposit or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Deposit or a document and neither of the parties disputes such disbursal within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Deposit or the document, then Escrow Agent is authorized to disburse the Deposit or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Deposit or the cash or documents to close or as to whom the Deposit, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Deposit and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Deposit and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

26. 1031. If requested by Seller, Buyer will cooperate with Seller, at no cost to Buyer, in effectuating the transactions contemplated by this Agreement as a like kind exchange through a qualified intermediary in accordance with §1031 of the Internal Revenue Code of 1986, as amended. If Seller elects to proceed with a §1031 exchange, Seller shall be solely responsible for the qualification of the transaction as a §1031 exchange, the §1031 exchange shall not cause

delay to Closing, the purchase and sale of the Property shall not be contingent or otherwise subject to the consummation of the §1031 exchange, and all representations, warranties, covenants and other obligations of Seller and remedies of Buyer set forth in this Agreement shall not be affected by the §1031 exchange.

27. Buyer Representations. Buyer represents to Seller that (i) the individual executing this Agreement on behalf of Buyer is the duly elected, qualified and acting officer as indicated; (ii) the execution of this Agreement by said individual is authorized by and binding on Buyer; (ii) Buyer's execution and delivery of this Agreement to Seller and its performance of the obligations provided for herein have been authorized by Buyer; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Buyer threatened against or affecting Buyer, which would impede or otherwise impair its ability to perform its obligations under this Agreement. The provisions of this paragraph shall survive Closing.

28. Board Approval Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Board of Directors for the purchase of the Property. It is understood that Buyer shall notify Seller prior to expiration of the Inspection Period of the decision of the Board of Directors. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Buyer shall deliver written notice of termination to Seller during the Inspection Period and Escrow Agent is irrevocably instructed to return the Deposit and any interest earned thereon to Buyer and this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

29. Acknowledgments of Buyer. Buyer acknowledges and agrees to the following (which shall survive the Closing):

a. DRI. THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE DRI AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF DUVAL AND ST. JOHNS COUNTIES, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF SONOC COMPANY, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE PLANNING DEPARTMENT IN DUVAL AND ST. JOHNS COUNTIES, FLORIDA. THE PROPERTY IS OR SHALL BECOME SUBJECT TO A PUD, PERMITS FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND U.S. ARMY CORPS OF ENGINEERS, AND OTHER STATE AND FEDERAL LAND USE REGULATIONS GENERALLY APPLICABLE TO THE DEVELOPMENT OF REAL ESTATE.

b. Community Development District. Buyer acknowledges that the Property is within the jurisdiction of and subject to the Tolomato Community Development District (the

"Tolomato CDD"). Any documents recorded by or on behalf of the Tolomato CDD shall be Permitted Exceptions.

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO ST. JOHNS COUNTY, FLORIDA AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[*This Space Intentionally Left Blank*]

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

BUYER:

JEA, a body politic and corporate

By: _____
Michael Corbitt
Director, Real Estate Services
Date: _____

SELLER:

SONOC COMPANY, LLC, a Delaware limited liability company

By: _____
Print: _____
Its: _____
Date: _____

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Deposit in escrow, and shall disburse the Deposit pursuant to the provisions of Section 25.

Edwards, Cohen, Dawson, Noble & Dawes, P.A.

By: _____
Print: _____
Its: _____
Date: _____

EXHIBIT A

THE LAND

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°22'48" EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87°20'57" EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°49'40" EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°46'08" EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°58'58" EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°44'04" EAST, 52.18 FEET; THENCE SOUTH 69°35'24" EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°37'31" EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°50'25" EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°42'05" EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°33'45" EAST, 43.81 FEET; THENCE NORTH 18°58'48" WEST, 18.48 FEET; THENCE NORTH 07°08'33" WEST ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21°25'11" WEST, 33.09 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°01"24 WEST, 25.84 FEET; THENCE NORTH 16°22'23" WEST ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°09'13" WEST, 27.07 FEET; THENCE NORTH 13°14'08" WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 56°48'54" WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°36'19" WEST, 21.62 FEET; THENCE NORTH 68°26'06" WEST, 37.01 FEET; THENCE NORTH 18°34'25" WEST, 52.23 FEET; THENCE NORTH 79°11'07" WEST, 9.07 FEET; THENCE NORTH 14°23'38" EAST, 35.70 FEET; THENCE NORTH 49°31'32" EAST, 15.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°39'21" EAST, 36.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°12'51" WEST, 46.56 FEET; THENCE NORTH 01°55'19" EAST, 15.58 FEET; THENCE NORTH 64°44'27" EAST, 31.55 FEET; THENCE NORTH 28°19'10" EAST, 14.93 FEET; THENCE NORTH 55°08'02" EAST, 64.16 FEET; THENCE NORTH 46°45'47" EAST, 51.15 FEET; THENCE NORTH 83°54'42" EAST, 52.95 FEET; THENCE NORTH 52°15'29" EAST, 47.54 FEET; THENCE NORTH 81°25'39" EAST, 6.29 FEET; THENCE SOUTH 41°01'00" EAST, 39.55 FEET; THENCE SOUTH 10°20'53" WEST, 105.88 FEET; THENCE SOUTH 40°01'54" EAST, 46.85 FEET; THENCE SOUTH 03°10'53" WEST, 53.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 48.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°02'07" EAST, 41.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°44'53" EAST, 42.85 FEET; THENCE NORTH 24°49'27" EAST, 20.37 FEET; THENCE SOUTH 54°15'14" EAST, 13.68 FEET; THENCE SOUTH 24°28'12" EAST, 68.41 FEET; THENCE SOUTH 07°31'00" EAST, 49.49 FEET; THENCE SOUTH 39°34'30" EAST, 81.73 FEET; THENCE SOUTH 11°33'50" EAST, 82.55 FEET; THENCE SOUTH 70°09'38" WEST, 157.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 121.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°37'50" WEST, 118.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°58'14" WEST, 20.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°50'25" WEST, 48.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 217.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 196.29, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°44'44" WEST, 189.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87°20'57" WEST ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

THE RESERVED EASEMENT AREA

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 22 MINUTES 48 SECONDS EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 49 MINUTES 40 SECONDS EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 16.64 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

FORM OF DEED WITH RESERVED EASEMENT

[see attached]

Prepared by and return to:
Brian Dawes, Esq.
Edwards Cohen
200 W. Forsyth Street, Suite 1300
Jacksonville, FL 32202

Property Appraiser
Parcel Identification: 072110-0000 (portion thereof)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the _____ day of _____, 2022, by and between **SONOC COMPANY, LLC,** a Delaware limited liability company whose address is 4310 Pablo Oaks Court, Jacksonville, FL 32224 ("Grantor"), and **JEA**, a body politic and corporate, whose address is 21 W. Church Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH:

That in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the Reserved Easement (hereinafter defined) and matters of record (collectively, the "Permitted Exceptions"), but such reference shall not act to re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

1. **Approval and Permits**. Grantee acknowledges that the development and use of the Property is subject to the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30 (the "DRI"), Nocatee Planned Unit Development St. Johns County Ordinance No. 2002-46 (the "PUD"), and certain permits from the St. Johns Water Management District and the Army Corps of Engineers relating to wetland areas within the Nocatee community, all as amended and as may be amended from time to time (collectively, the "Permits"). Grantee shall comply with the DRI, PUD, Permits and the applicable comprehensive plan, and shall hold harmless and indemnify Grantor from all losses, costs, damages and/or expenses incurred by Grantor as a result of a violation by Grantee from and after the date hereof of the terms and conditions of the DRI, PUD, or Permits. Due to the integrated nature of the

Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed as to any PUD modifications that affect only the Property.

2. **Use Restrictions**. For a period commencing on the date of this Deed and ending on _____, 2072 (such end date is referred to herein as the "Restriction Expiration Date"), the Property may only be used for the development and operation of the Permitted Use (as defined below). As used herein, the "Permitted Use" means utility uses (including, without limitation, water and/or reuse water facilities); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant; provided that renewable energy improvements such as solar panels and windfarms and associated improvements shall be allowed); (ii) any communication improvements or structures that do not exclusively serve the Permitted Use; (iii) any improvements or structures (other than communications towers or poles exclusively serving the Permitted Use which shall not exceed sixty feet (60') in height above ground level) exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. From and after the Restriction Expiration Date, the Property may be used for any lawful purpose.

3. **Reserved Easement**. Grantor hereby reserves to itself, its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, and landscaping ("Reserved Easement"), on, upon, over and below the surface of the land described in **Exhibit "B"** attached hereto and made a part hereof (the "Reserved Easement Area"). The Reserved Easement includes the right of Grantor to mow, maintain, repair, replace, and add landscaping that does not unreasonably interfere with the proper operation, maintenance, repair, or replacement of Grantee's utility facilities that may be located within the Reserved Easement Area from time to time.

4. **Site Plan Approval**. Grantor shall be entitled to review and approve the site plan for improvements to be constructed or installed on the Property. No improvements shall be commenced, placed or maintained upon such portion of the Property nor shall any addition or change or alteration therein be made unless such improvements, changes, or alterations are consistent with the site plan approved in writing by Grantor. Approval by Grantor shall not be unreasonably withheld. Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the site plan to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

5. **Remedies for Default.** To the extent that Grantee shall default in its obligations pursuant to the terms of this Deed, Grantor shall be entitled to exercise all remedies available to Grantor in law or in equity to enforce the rights and privileges herein contained, recognizing that damages may be an inadequate remedy.

6. **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

7. **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

8. **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing.

9. **Successors and Assigns**. Grantor's rights and obligations under this Deed shall inure to the benefit of and be binding on Grantor and its successors and assigns, and the provisions of this Deed shall be binding upon Grantee and its successors and assigns as owners of the Property.

[execution on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____

_____
Print Name: _____

GRANTOR:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022, by _____, _____of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

_____
(Print Name_____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

_____

ACTIVE:15808476.5

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____

_____
Print Name: _____

GRANTEE:

JEA,
a body politic and corporate

By: _____
Michael Corbitt
Director, Real Estate Services

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022, by Michael Corbitt, as Director, Real Estate Services of **JEA**, a body politic and corporate, on behalf of the JEA.

_____
(Print Name_____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced
_____

EXHIBIT "A"
to Special Warranty Deed

PROPERTY

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°22'48" EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87°20'57" EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°49'40" EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°46'08" EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°58'58" EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°44'04" EAST, 52.18 FEET; THENCE SOUTH 69°35'24" EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°37'31" EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°50'25" EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°42'05" EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°33'45" EAST, 43.81 FEET; THENCE NORTH 18°58'48" WEST, 18.48 FEET; THENCE NORTH 07°08'33" WEST ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21°25'11" WEST, 33.09 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°01"24 WEST, 25.84 FEET; THENCE NORTH 16°22'23" WEST ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20°09'13" WEST, 27.07 FEET; THENCE NORTH 13°14'08" WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE

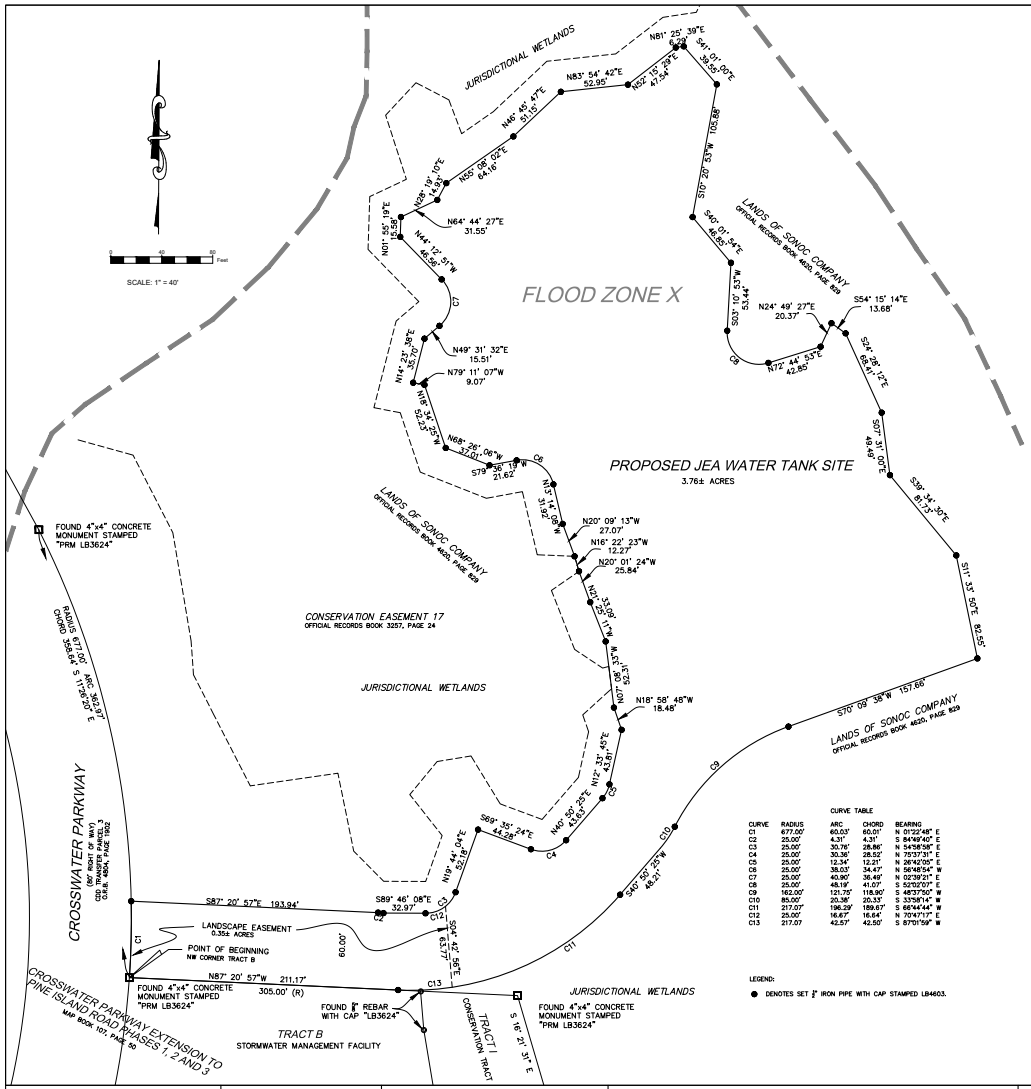
CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°48'54" WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°36'19" WEST, 21.62 FEET; THENCE NORTH 68°26'06" WEST, 37.01 FEET; THENCE NORTH 18°34'25" WEST, 52.23 FEET; THENCE NORTH 79°11'07" WEST, 9.07 FEET; THENCE NORTH 14°23'38" EAST, 35.70 FEET; THENCE NORTH 49°31'32" EAST, 15.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°39'21" EAST, 36.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°12'51" WEST, 46.56 FEET; THENCE NORTH 01°55'19" EAST, 15.58 FEET; THENCE NORTH 64°44'27" EAST, 31.55 FEET; THENCE NORTH 28°19'10" EAST, 14.93 FEET; THENCE NORTH 55°08'02" EAST, 64.16 FEET; THENCE NORTH 46°45'47" EAST, 51.15 FEET; THENCE NORTH 83°54'42" EAST, 52.95 FEET; THENCE NORTH 52°15'29" EAST, 47.54 FEET; THENCE NORTH 81°25'39" EAST, 6.29 FEET; THENCE SOUTH 41°01'00" EAST, 39.55 FEET; THENCE SOUTH 10°20'53" WEST, 105.88 FEET; THENCE SOUTH 40°01'54" EAST, 46.85 FEET; THENCE SOUTH 03°10'53" WEST, 53.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 48.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°02'07" EAST, 41.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°44'53" EAST, 42.85 FEET; THENCE NORTH 24°49'27" EAST, 20.37 FEET; THENCE SOUTH 54°15'14" EAST, 13.68 FEET; THENCE SOUTH 24°28'12" EAST, 68.41 FEET; THENCE SOUTH 07°31'00" EAST, 49.49 FEET; THENCE SOUTH 39°34'30" EAST, 81.73 FEET; THENCE SOUTH 11°33'50" EAST, 82.55 FEET; THENCE SOUTH 70°09'38" WEST, 157.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 121.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°37'50" WEST, 118.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°58'14" WEST, 20.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°50'25" WEST, 48.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 217.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 196.29, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°44'44" WEST, 189.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87°20'57" WEST ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
to Special Warranty Deed

RESERVED EASEMENT AREA

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 22 MINUTES 48 SECONDS EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 49 MINUTES 40 SECONDS EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 16.64 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.



BOUNDARY SURVEY OF:

WATER TOWER SITE

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B, AS SHOWN ON CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASES 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, (AN 80 FOOT RIGHT OF WAY BY SAID PLAT); SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 677.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 22 MINUTES 48 SECONDS EAST, 60.01 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND LYING 60.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID TRACT B, 193.94 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 4.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 49 MINUTES 40 SECONDS EAST, 4.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS EAST, 32.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST, 28.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10 DEGREES 44 MINUTES 04 SECONDS EAST, 52.18 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 24 SECONDS EAST, 44.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75 DEGREES 37 MINUTES 31 SECONDS EAST, 28.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40 DEGREES 50 MINUTES 25 SECONDS EAST, 43.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 42 MINUTES 00 SECONDS EAST, 12.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12 DEGREES 33 MINUTES 35 SECONDS EAST, 63.81 FEET; THENCE NORTH 18 DEGREES 58 MINUTES 48 SECONDS WEST, 18.48 FEET; THENCE NORTH 07 DEGREES 08 MINUTES 53 SECONDS WEST, ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 11 SECONDS WEST, 33.09 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 24 SECONDS WEST, 25.84 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 16 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20 DEGREES 09 MINUTES 13 SECONDS WEST, 27.07 FEET; THENCE NORTH 13 DEGREES 14 MINUTES 08 SECONDS WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 48 MINUTES 54 SECONDS WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79 DEGREES 36 MINUTES 19 SECONDS WEST, 21.62 FEET; THENCE NORTH 68 DEGREES 26 MINUTES 06 SECONDS WEST, 37.01 FEET; THENCE NORTH 18 DEGREES 24 MINUTES 25 SECONDS WEST, 52.23 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 07 SECONDS WEST, 9.07 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 38 SECONDS EAST, 35.70 FEET; THENCE NORTH 49 DEGREES 31 MINUTES 32 SECONDS EAST, 15.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 39 MINUTES 21 SECONDS EAST, 36.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES 12 MINUTES 51 SECONDS WEST, 46.56 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 19 SECONDS EAST, 15.58 FEET; THENCE NORTH 64 DEGREES 44 MINUTES 27 SECONDS EAST, 31.55 FEET; THENCE NORTH 28 DEGREES 19 MINUTES 10 SECONDS EAST, 14.43 FEET; THENCE NORTH 55 DEGREES 08 MINUTES 02 SECONDS EAST, 64.16 FEET; THENCE NORTH 46 DEGREES 45 MINUTES 47 SECONDS EAST, 51.15 FEET; THENCE NORTH 83 DEGREES 54 MINUTES 42 SECONDS EAST, 52.95 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 29 SECONDS EAST, 47.54 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 39 SECONDS EAST, 6.39 FEET; THENCE SOUTH 41 DEGREES 01 MINUTES 00 SECONDS EAST, 39.55 FEET; THENCE SOUTH 10 DEGREES 20 MINUTES 53 SECONDS WEST, 105.88 FEET; THENCE SOUTH 40 DEGREES 01 MINUTES 54 SECONDS EAST, 46.85 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS WEST, 53.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 48.19 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52 DEGREES 02 MINUTES 07 SECONDS EAST, 41.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72 DEGREES 44 MINUTES 53 SECONDS EAST, 42.85 FEET; THENCE NORTH 24 DEGREES 49 MINUTES 27 SECONDS EAST, 20.37 FEET; THENCE SOUTH 54 DEGREES 15 MINUTES 14 SECONDS EAST, 13.68 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 12 SECONDS EAST, 68.41 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 30 SECONDS EAST, 81.73 FEET; THENCE SOUTH 11 DEGREES 33 MINUTES 50 SECONDS EAST, 82.55 FEET; THENCE SOUTH 70 DEGREES 09 MINUTES 38 SECONDS WEST, 157.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 163.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 121.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 118.94 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.76 ACRES MORE OR LESS.

LANDSCAPE EASEMENT

A PART OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 12 DEGREES 33 MINUTES 35 SECONDS EAST, 63.81 FEET; THENCE NORTH 18 DEGREES 58 MINUTES 48 SECONDS WEST, 18.48 FEET; THENCE NORTH 07 DEGREES 08 MINUTES 53 SECONDS WEST, ALONG AN EASTERLY LINE OF CONSERVATION EASEMENT 17, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 24 OF SAID PUBLIC RECORDS, AND ITS SOUTHERLY AND NORTHERLY PROJECTION, 52.31 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 11 SECONDS WEST, 33.09 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 24 SECONDS WEST, 25.84 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 16 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID CONSERVATION EASEMENT 17, 12.27 FEET TO A CORNER OF SAID CONSERVATION EASEMENT 17; THENCE NORTH 20 DEGREES 09 MINUTES 13 SECONDS WEST, 27.07 FEET; THENCE NORTH 13 DEGREES 14 MINUTES 08 SECONDS WEST, 31.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 48 MINUTES 54 SECONDS WEST, 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79 DEGREES 36 MINUTES 19 SECONDS WEST, 21.62 FEET; THENCE NORTH 68 DEGREES 26 MINUTES 06 SECONDS WEST, 37.01 FEET; THENCE NORTH 18 DEGREES 24 MINUTES 25 SECONDS WEST, 52.23 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 07 SECONDS WEST, 9.07 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 38 SECONDS EAST, 35.70 FEET; THENCE NORTH 49 DEGREES 31 MINUTES 32 SECONDS EAST, 15.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 39 MINUTES 21 SECONDS EAST, 36.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES 12 MINUTES 51 SECONDS WEST, 46.56 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 19 SECONDS EAST, 15.58 FEET; THENCE NORTH 64 DEGREES 44 MINUTES 27 SECONDS EAST, 31.55 FEET; THENCE NORTH 28 DEGREES 19 MINUTES 10 SECONDS EAST, 14.43 FEET; THENCE NORTH 55 DEGREES 08 MINUTES 02 SECONDS EAST, 64.16 FEET; THENCE NORTH 46 DEGREES 45 MINUTES 47 SECONDS EAST, 51.15 FEET; THENCE NORTH 83 DEGREES 54 MINUTES 42 SECONDS EAST, 52.95 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 29 SECONDS EAST, 47.54 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 39 SECONDS EAST, 6.39 FEET; THENCE SOUTH 41 DEGREES 01 MINUTES 00 SECONDS EAST, 39.55 FEET; THENCE SOUTH 10 DEGREES 20 MINUTES 53 SECONDS WEST, 105.88 FEET; THENCE SOUTH 40 DEGREES 01 MINUTES 54 SECONDS EAST, 46.85 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS WEST, 53.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 48.19 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52 DEGREES 02 MINUTES 07 SECONDS EAST, 41.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72 DEGREES 44 MINUTES 53 SECONDS EAST, 42.85 FEET; THENCE NORTH 24 DEGREES 49 MINUTES 27 SECONDS EAST, 20.37 FEET; THENCE SOUTH 54 DEGREES 15 MINUTES 14 SECONDS EAST, 13.68 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 12 SECONDS EAST, 68.41 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 30 SECONDS EAST, 81.73 FEET; THENCE SOUTH 11 DEGREES 33 MINUTES 50 SECONDS EAST, 82.55 FEET; THENCE SOUTH 70 DEGREES 09 MINUTES 38 SECONDS WEST, 157.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 163.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 121.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 47 MINUTES 17 SECONDS EAST, 118.94 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04 DEGREES 42 MINUTES 56 SECONDS EAST, 63.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 217.07 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 42.57, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87 DEGREES 01 MINUTES 59 SECONDS WEST, 42.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE AFORESAID NORTHERLY LINE OF TRACT B; THENCE NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, 211.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.35 ACRES MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT B BEING NORTH 87°20'57" WEST, ACCORDING TO PLAT OF CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 1, 2 AND 3, AS RECORDED IN MAP BOOK 107, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. THE LEGAL DESCRIPTION FOR THE SUBJECT PARCEL WAS PREPARED BY THIS FIRM.
3. UNDERGROUND FOUNDATIONS, TANKS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED.
4. ALL MEASUREMENTS ARE BOTH RECORD AND CALCULATED UNLESS NOTED OTHERWISE.
5. ONLY ABOVE GROUND INDICATORS TO SUBSURFACE UTILITIES WERE LOCATED BY THIS SURVEY.
6. THE LANDS SHOWN HEREON LIE IN FLOOD ZONE UNSHADED X, AN AREA DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, SHADED X, AN AREA OF 0.2% ANNUAL CHANCE FLOOD; ACCORDING TO COMMUNITY PANEL NUMBER 12031C-0195-J OF THE FLOOD INSURANCE RATE MAPS FOR DUVAL COUNTY, FLORIDA, DATED DECEMBER 7, 2018.
7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 9636736, WITH A COMMITMENT DATE OF 7-5-22 THE FOLLOWING EXCEPTIONS ARE LISTED IN ITS SCHEDULE B-II:

ITEMS 1-5 ARE NOT SURVEY ITEMS.

6. NOTICE OF DRI DEVELOPMENT ORDER (NOCATEE) AS SET OUT IN INSTRUMENT RECORDED OCTOBER 1, 2001 IN OFFICIAL RECORDS BOOK 1855, PAGE 1887; FIRST AMENDMENT RECORDED MARCH 12, 2007 IN OFFICIAL RECORDS BOOK 2881, PAGE 150; AND MODIFIED MODIFICATION RECORDED JULY 20, 2009 IN OFFICIAL RECORDS BOOK 3319, PAGE 725; MODIFICATION RECORDED JANUARY 20, 2010 IN OFFICIAL RECORDS BOOK 3376, PAGE 490; MODIFICATION RECORDED OCTOBER 28, 2010 IN OFFICIAL RECORDS BOOK 3569, PAGE 258; MODIFICATION RECORDED NOVEMBER 7, 2012 IN OFFICIAL RECORDS BOOK 3840, PAGE 998; MODIFICATION RECORDED FEBRUARY 6, 2017 IN OFFICIAL RECORDS BOOK 4327, PAGE 1182; MODIFICATION RECORDED JANUARY 28, 2021 IN OFFICIAL RECORDS BOOK 5163, PAGE 1267. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
7. NOTICE OF ESTABLISHMENT OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED AUGUST 18, 2004 IN OFFICIAL RECORDS BOOK 2263, PAGE 1747; VALIDATION RECORDED DECEMBER 23, 2004 IN OFFICIAL RECORDS BOOK 2340, PAGE 1468; NOTICE OF BOUNDARY AMENDMENT OUT OF TOLOMATO COMMUNITY DEVELOPMENT DISTRICT RECORDED AUGUST 2, 2018 IN OFFICIAL RECORDS BOOK 4593, PAGE 127; NOTICE OF BOUNDARY AMENDMENT RECORDED MAY 27, 2021 IN OFFICIAL RECORDS BOOK 5276, PAGE 1050. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
8. DEVELOPER AND UTILITY SERVICE AGREEMENT BETWEEN SONOC COMPANY, LLC AND JEA, AS SET OUT IN INSTRUMENT RECORDED JANUARY 20, 2005 IN OFFICIAL RECORDS BOOK 2359, PAGE 1978, AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 96, 2005 IN OFFICIAL RECORDS BOOK 2355, PAGE 571; SECOND AMENDMENT RECORDED APRIL 28, 2014 IN OFFICIAL RECORDS BOOK 3872, PAGE 894; THIRD AMENDMENT RECORDED APRIL 8, 2021 IN OFFICIAL RECORDS BOOK 5232, PAGE 1500. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
9. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS FOR MASTER INFRASTRUCTURE IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED FEBRUARY 24, 2005 IN OFFICIAL RECORDS BOOK 2381, PAGE 524. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
10. UNRECORDED INSTALLATION AND SERVICE AGREEMENT BY AND BETWEEN COMCAST OF GREATER FLORIDA/GEORGIA, INC. AND SONOC COMPANY, LLC DATED JUNE 2, 2006; FIRST AMENDMENT DATED APRIL 12, 2007; SECOND AMENDMENT DATED SEPTEMBER 22, 2008. NEED DOCUMENT.
11. IMPACT FEE CREDIT AGREEMENT (PARK IMPACT FEES) AS SET OUT IN INSTRUMENT RECORDED JANUARY 19, 2007 IN OFFICIAL RECORDS BOOK 2853, PAGE 731. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
12. IMPACT FEE CREDIT AGREEMENT (ROAD IMPACT FEES) AS SET OUT IN INSTRUMENT RECORDED JANUARY 19, 2007 IN OFFICIAL RECORDS BOOK 2853, PAGE 749, AND RECORDED JULY 14, 2011 IN OFFICIAL RECORDS BOOK 3454, PAGE 1854. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
13. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT'S NOTICE OF SPECIAL ASSESSMENTS FOR MASTER INFRASTRUCTURE IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED JUNE 14, 2007 IN OFFICIAL RECORDS BOOK 2934, PAGE 154. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
14. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT'S SUPPLEMENTAL NOTICE OF SPECIAL ASSESSMENTS FOR NEIGHBORHOOD IMPROVEMENTS AS SET OUT IN INSTRUMENT RECORDED JUNE 14, 2007 IN OFFICIAL RECORDS BOOK 2934, PAGE 166. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
15. LANDOWNER'S DECLARATION OF COVENANT AND CONSENT TO AMEND THE EXTERNAL BOUNDARIES OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND/OR TO MERGER WITH THE SPUT PINE COMMUNITY DEVELOPMENT DISTRICT RECORDED AUGUST 9, 2007 IN OFFICIAL RECORDS BOOK 2985, PAGE 211. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
16. DECLARATION OF CONSENT TO JURISDICTION OF TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SERVICE 2007 SPECIAL ASSESSMENTS AS SET OUT IN INSTRUMENT RECORDED NOVEMBER 30, 2007 IN OFFICIAL RECORDS BOOK 3013, PAGE 1247. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
17. DECLARATION OF RESTRICTED USE AND RIGHT OF FIRST REFUSAL AS SET OUT IN INSTRUMENT RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 3022, PAGE 1747. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
18. MERGER IMPLEMENTATION AGREEMENT BY AND BETWEEN THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND THE SPUT PINE COMMUNITY DEVELOPMENT DISTRICT, NAMING THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT THE SURVIVING ENTITY, AS SET OUT IN INSTRUMENT RECORDED MARCH 5, 2010 IN OFFICIAL RECORDS BOOK 3280, PAGE 1673. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
19. NOTICE OF MERGER OF THE SPUT PINE COMMUNITY DEVELOPMENT DISTRICT AND WITH THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED MARCH 10, 2010 IN OFFICIAL RECORDS BOOK 3286, PAGE 1812. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
20. FIRST AMENDED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED APRIL 19, 2010 IN OFFICIAL RECORDS BOOK 3305, PAGE 1635. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
21. NOTICE AS TO ALLOCATION OF DEVELOPMENTS RIGHTS AS SET OUT IN INSTRUMENT RECORDED SEPTEMBER 24, 2012 IN OFFICIAL RECORDS BOOK 3815, PAGE 1350. DOES NOT AFFECT THE SUBJECT PARCEL. THE SUBJECT PARCEL WAS EXCLUDED BY LESS AND EXCEPT FROM PARCEL 3 (ST. JOHNS COUNTY SONOC COMPANY LLC LANDS ON PAGES 1374-1377.
22. IMPACT FEE CREDIT AGREEMENT (FIRE/RESCUE FEES) AS SET OUT IN INSTRUMENT RECORDED MAY 7, 2014 IN OFFICIAL RECORDS BOOK 3877, PAGE 159. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
23. AMENDED AND RESTATED NOTICE OF SPECIAL ASSESSMENTS AND LIEN OF RECORD OF THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AS SET OUT IN INSTRUMENT RECORDED MARCH 18, 2015 IN OFFICIAL RECORDS BOOK 4005, PAGE 1926. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
24. NOTICE AS TO ALLOCATION OF DEVELOPMENTS RIGHTS (2015) AS SET OUT IN INSTRUMENT RECORDED MAY 1, 2015 IN OFFICIAL RECORDS BOOK 4021, PAGE 1049. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
25. DECLARATION OF CONSENT TO JURISDICTION OF TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS AS SET OUT IN INSTRUMENT RECORDED MAY 1, 2015 IN OFFICIAL RECORDS BOOK 4021, PAGE 1057. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.
26. TOLOMATO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS AS SET OUT IN INSTRUMENT RECORDED MAY 4, 2018 IN OFFICIAL RECORDS BOOK 4543, PAGE 728. THIS IS BLANKET IN NATURE AND AFFECTS THE ENTIRE SUBJECT PROPERTY.

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT AS SET OUT IN INSTRUMENT RECORDED APRIL 14, 2016 IN OFFICIAL RECORDS BOOK 4177, PAGE 437. AFFECTS THE ENTIRE SUBJECT PROPERTY.
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT AS SET OUT IN INSTRUMENT RECORDED AUGUST 8, 2017 IN OFFICIAL RECORDS BOOK 4417, PAGE 1782. AFFECTS THE ENTIRE SUBJECT PROPERTY.
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT AS SET OUT IN INSTRUMENT RECORDED MAY 3, 2018 IN OFFICIAL RECORDS BOOK 4518, PAGE 801. DOES NOT AFFECT THE SUBJECT PROPERTY.
RECORDED NOTICE OF ENVIRONM

BOARD RESOLUTION: 2022-22
September 20, 2022

JEA RESOLUTION No. 2022-22

A RESOLUTION BY THE JEA BOARD AUTHORIZING NEGOTIATED ACQUISITION AND EXECUTION OF ACQUISITION AGREEMENTS FOR UTILITY EASEMENT RIGHTS IN CERTAIN LANDS DESCRIBED HEREIN FOR OVERHEAD ELECTRIC LINES AND ASSOCIATED FACILITIES, UNDER CERTAIN TERMS AND CONDITIONS, AND FAILING SUCCESSFUL NEGOTIATIONS AS TO ANY AND ALL SUCH LANDS, AUTHORIZING CONDEMNATION PROCEEDINGS; DECLARING THE NECESSITY FOR ACQUIRING UTILITY EASEMENT RIGHTS THROUGH CONDEMNATION BY RIGHT OF EMINENT DOMAIN IN CERTAIN LANDS; AUTHORIZING THE OFFICE OF GENERAL COUNSEL TO INSTITUTE APPROPRIATE CONDEMNATION PROCEEDINGS; WAIVING ANY CONFLICTING PROVISIONS OF THE REAL ESTATE SERVICES PROCUREMENT DIRECTIVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA is authorized to construct, operate and maintain facilities for public utilities for the general public and is vested by law with the power of eminent domain to acquire fee and easement rights, for all public utilities including, but not limited to, electric, water, reclaimed water, and sewer purposes in the event that negotiations for their purchase is concluded unsuccessfully; now therefore:

BE IT RESOLVED BY JEA:

Section 1. Managing Director Authorized to Acquire. The Managing Director, or his designee, is hereby authorized to negotiate and acquire and to enter into acquisition agreements and to execute

on behalf of JEA such documents as may be required for acquisition of utility easement rights in the lands described in Exhibit "A", to construct, operate and maintain overhead electric lines and related facilities. JEA declares that the lands described in Exhibit "A" is necessary for this use. The Managing Director, or his designee, shall accomplish such acquisition of utility easement rights on such terms and conditions as specified by JEA.

Section 2. Declaration of Necessity. In the event any such negotiation is concluded unsuccessfully within a reasonable period of time, as determined by JEA, JEA declares the necessity for acquiring through condemnation by right of eminent domain utility easement rights in the lands described in Exhibit "A". The purpose of the utility easement rights is to construct, operate and maintain overhead electric lines and related facilities and to accommodate future expansion and reliability of the electric system.

Section 3. Acquisition of Utility Easements. JEA shall acquire by eminent domain utility easement rights in the lands described in the attached Exhibit "A" for the public purposes stated herein.

Section 4. Institution of Legal Proceedings. The Office of General Counsel is authorized and empowered to institute at the direction of the Managing Director and on behalf of JEA the appropriate legal proceedings to acquire by condemnation utility easement rights in the lands described in the attached Exhibit "A".

Section 5. Waiver. Any conflicting provisions of the Real Estate Procurement Directives are hereby waived.

Section 6. Correction of Errors. To the extent that there are administrative, typographical, and/or scrivener's errors contained herein that do not substantively change the tone, tenor or effect of this Resolution, then such errors may be revised and corrected by the Managing Direct, or authorized designee, with no further action required by the Board.

Section 7. Effective Date. This Resolution shall be effective upon its adoption by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

INTER-OFFICE MEMORANDUM
September 20, 2022

SUBJECT:	**REAL ESTATE EASEMENT CONDEMNATION RESOLUTION: CIRCUIT 663 - PHASE 2: PARCELS 801, 804, 809 AND 825**
FROM:	Jay Stowe, Managing Director / CEO
TO:	JEA Board of Directors

BACKGROUND:
In support of JEA's electric system in southwestern Duval County, Real Estate Services has been acquiring easements for the construction of a new 69kv Electric Transmission Circuit. Circuit 663 is critical for the continued reliability and economic growth of JEA's Electric System and is scheduled to begin construction September 2022.

DISCUSSION:
Real Estate Services has been negotiating with the property owners since October 2021 but has not yet reached an agreement to purchase the subject easements for the project.

Condemnation Authority is being sought at this time for the subject easements to ensure that any delays in negotiations or acquisitions do not jeopardize the project schedule. Utility easement rights will be acquired to accommodate the planned electric project. The Office of General Counsel has been involved throughout the process and recommends that the Board approve this action at this time.

FINANCIAL IMPACT:
Through Eminent Domain, the condemning authority is responsible for all fees and expenses per the Florida Statutes.

RECOMMENDATION:
Staff recommends that the Board approve Resolution 2022-21 for Condemnation to be filed with the Court in order to obtain easements to the property, for the purposes referenced above, should negotiations prove unsuccessful.

Further, that the Board approve pre-suit mediation as allowed by Chapter 73.015(3), Florida Statutes, and delegate mediation settlement authority to the Managing Director/CEO or his designee.

Lastly, staff recommends that the Board approve continuing negotiations with the property owner until and after any Order of Taking in order to expedite the process, control costs and provide a fair settlement between parties.

Jay Stowe, Managing Director/CEO

JCS/LMD/MAC/BLT
Attachments: Location Map / Ownership Interests / JEA Resolution for Condemnation

Ownership Interest:

Parcel 801: Ismaul G. & Gwennetta W. Lamar

Parcel 804: Dana Mishel Avila Gomez

Parcel 809: SFR Investments V Borrower 1 LLC, a Delaware limited liability company
Brian Buffington, Member
Travis Chester, Member

Parcel 825: AL Century LLC, a Florida limited liability company
Baligh Altheeb, Managing Member

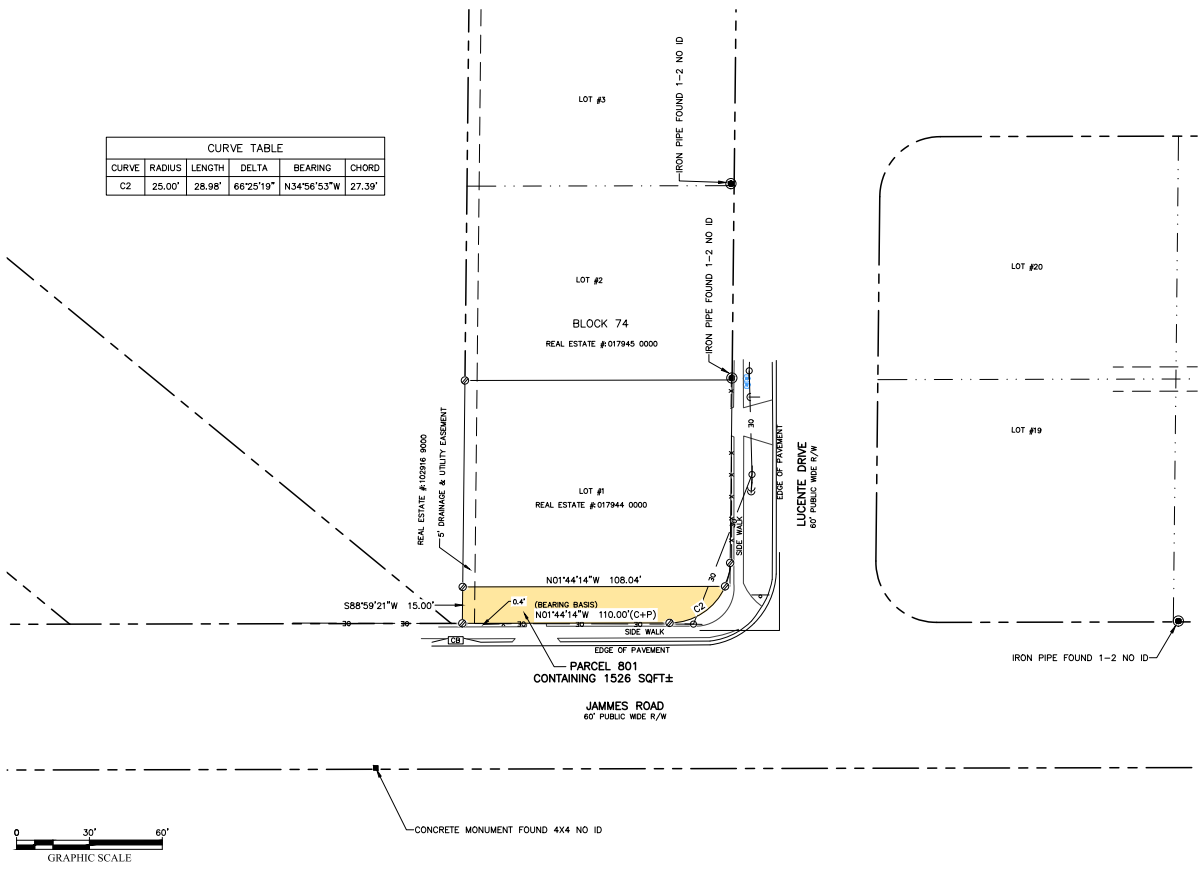
MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 801

THE EAST 15 FEET OF LOT 1, BLOCK 74 AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C2	25.00'	28.98'	66°25'19"	N34°56'53"W	27.39'

LEGEND

(D)	STORM MANHOLE	←	GUY WIRE ANCHOR
	POLE WOOD	(W)	WATER VALVE
	TREE SIZE AND TYPE AS NOTED	(E)	ELECTRIC VAULT
CB	CATCH BASIN		IRON PIPE FOUND
	BOLLARD CONCRETE		MAG NAIL SET
(W)	WATER METER		OTHER SURVEY MONUMENT FOUND
	LIGHT POLE		CONCRETE MONUMENT FOUND
	SIGN		MAG NAIL FOUND
(F)	FIBER OPTIC VAULT	P.G.	PAGE
(W)	WATER VAULT	R/W	RIGHT OF WAY
	HYDRANT	INV.	INVERT
(MH)	SANITARY MANHOLE	(M)	MEASURED
	SANITARY CLEANOUT	(R)	RECORDED
	TRAFFIC SIGNAL PB	(C)	CALCULATED
(W)	WATER METER	[xx.x']	PERPENDICULAR DIMENSIONS
	SET REBAR	SQFT	SQUARE FEET

GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFOR THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
2. UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
3. A BEARING OF N01°44'14"W WAS ASSUMED ON THE WESTERLY RIGHT OF WAY LINE OF JAMMES ROAD BASED ON NSRS 2011 FLORIDA STATE PLANE, EAST ZONE, US FOOT WAS USED.
4. PROPERTY HEREON LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12031C0363J, DATED NOVEMBER 2, 2018.

DONALD M. JOHNSON JR.
SAM LLC LICENSE BUSINESS NO. 7908
FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5613

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SAM™
10250 Normandy Blvd
Jacksonville, FL 32221
Ofc: 904.619.6630
email: info@sam.biz

PROJECT:	1022071561
JOB NUMBER:	1022071561
DATE:	6/8/2022
SCALE:	1"=30'
SURVEYOR:	DMJ
TECHNICIAN:	TJW
DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

2240 JAMMES ROAD

SHEET 1
OF 1

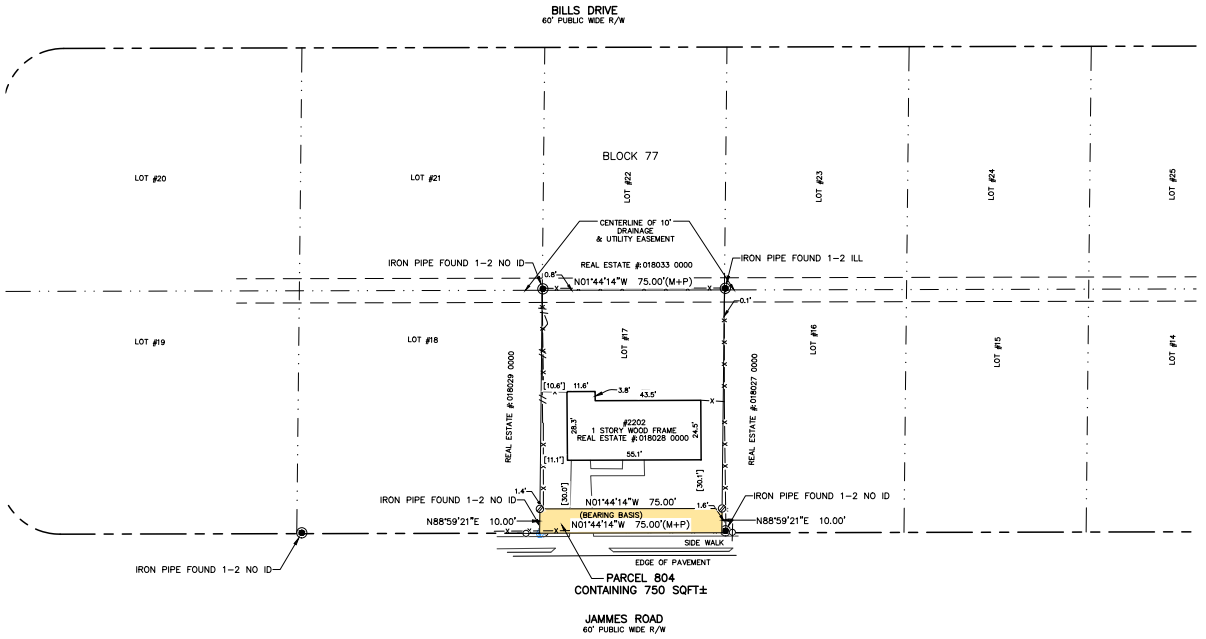
PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 804
THE EAST 10 FEET OF LOT 17, BLOCK 77, AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



0 30' 60'
GRAPHIC SCALE

LEGEND

STORM MANHOLE	GUY WIRE ANCHOR
POLE WOOD	WATER VALVE
TREE SIZE AND TYPE AS NOTED	ELECTRIC VAULT
CATCH BASIN	IRON PIPE FOUND
BOLLARD CONCRETE	MAG NAIL SET
WATER METER	OTHER SURVEY MONUMENT FOUND
LIGHT POLE	CONCRETE MONUMENT FOUND
SIGN	MAG NAIL FOUND
FIBER OPTIC VAULT	P.G. PAGE
WATER VAULT	R/W RIGHT OF WAY
HYDRANT	INV. INVERT
SANITARY MANHOLE	(M) MEASURED
SANITARY CLEANOUT	(R) RECORDED
TRAFFIC SIGNAL PB	(C) CALCULATED
WATER METER	[xx.x'] PERPENDICULAR DIMENSIONS
SET REBAR	SQFT SQUARE FEET

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4. PROPERTY HEREON LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12031C0363J, DATED NOVEMBER 2, 2018.

SAM LLC LICENSE BUSINESS NO. 7908
FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5613

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SAM™

10250 Normandy Blvd
Jacksonville, FL 32221
Ofc: 904.619.6630
email: info@sam.biz

PROJECT:	1022071561
JOB NUMBER:	1022071561
DATE:	6/8/2022
SCALE:	1"=30'
SURVEYOR:	DMJ
TECHNICIAN:	TJW
DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

2202 JAMMES ROAD

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

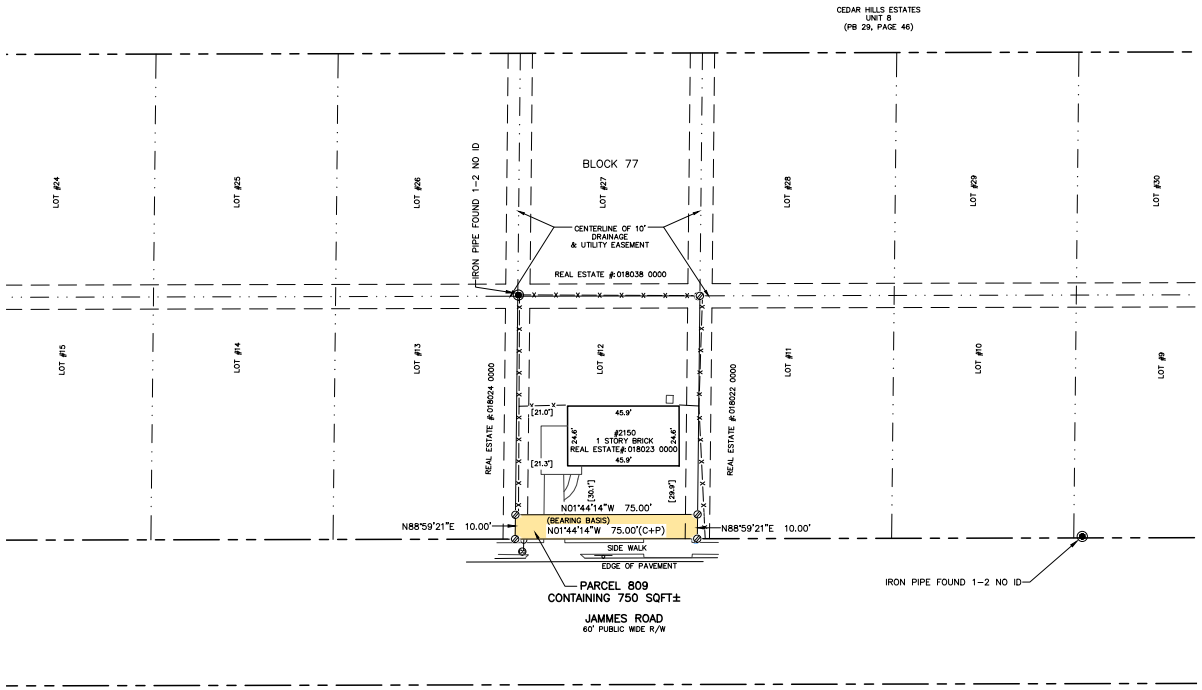
MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 809

THE EAST 10 FEET OF LOT 12, BLOCK 77, AS SHOWN ON THE PLAT OF CEDAR HILLS ESTATE UNIT 8, AS RECORDED IN PLAT BOOK, 29, PAGES 46 THROUGH 46D, INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



LEGEND

(D)	STORM MANHOLE	←	GUY WIRE ANCHOR
	POLE WOOD	(W)	WATER VALVE
	TREE SIZE AND TYPE AS NOTED	(E)	ELECTRIC VAULT
CB	CATCH BASIN		IRON PIPE FOUND
	BOLLARD CONCRETE		MAG NAIL SET
(W)	WATER METER		OTHER SURVEY MONUMENT FOUND
	LIGHT POLE		CONCRETE MONUMENT FOUND
	SIGN		MAG NAIL FOUND
(F)	FIBER OPTIC VAULT	P.G.	PAGE
(W)	WATER VAULT	R/W	RIGHT OF WAY
	HYDRANT	INV.	INVERT
(SM)	SANITARY MANHOLE	(M)	MEASURED
	SANITARY CLEANOUT	(R)	RECORDED
	TRAFFIC SIGNAL PB	(C)	CALCULATED
(W)	WATER METER	[xx.x']	PERPENDICULAR DIMENSIONS
	SET REBAR	SQFT	SQUARE FEET

GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFOR THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
2. UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
3. A BEARING OF N01°44'14"W WAS ASSUMED ON THE WESTERLY RIGHT OF WAY LINE OF JAMMES ROAD BASED ON NSRS 2011 FLORIDA STATE PLANE, EAST ZONE, US FOOT WAS USED.
4. PROPERTY HEREON LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12031C0363J, DATED NOVEMBER 2, 2018.

0 30' 60'

GRAPHIC SCALE

SAM LLC LICENSE BUISNESS NO. 7908
FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5613

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SAM™
10250 Normandy Blvd
Jacksonville, FL 32221
Ofc: 904.619.6630
email: info@sam.biz

PROJECT:	1022071561
JOB NUMBER:	1022071561
DATE:	6/8/2022
SCALE:	1"=30'
SURVEYOR:	DMJ
TECHNICIAN:	TJM
DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

2150 JAMMES ROAD

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

MAP SHOWING

BOUNDARY SURVEY

OF

PARCEL 825

THE SOUTH 10 FEET OF LOTS 40, 41, 42, AND THE SOUTH 10 FEET WEST HALF OF CLOSED DESHON DRIVE AS SHOWN ON THE PLAT OF COUNTRY CLUB MANOR, AS RECORDED IN MAP BOOK, 10, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA.



LEGEND

STORM MANHOLE	GUY WIRE ANCHOR
POLE WOOD	WATER VALVE
TREE SIZE AND TYPE AS NOTED	ELECTRIC VAULT
CATCH BASIN	IRON PIPE FOUND
BOLLARD CONCRETE	MAG NAIL SET
WATER METER	OTHER SURVEY MONUMENT FOUND
LIGHT POLE	CONCRETE MONUMENT FOUND
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SET REBAR	SQFT SQUARE FEET

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DONALD M. JOHNSON JR.
SAM LLC LICENSE BUISNESS NO. 7908
FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5613

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DRAWING:	
TRACT ID:	
PARTYCHIEF:	JD
FIELDBOOKS:	54

6377 SAN JUAN AVE

SHEET 1
OF 1

PATH:\\SAMINC\TLH\PROJECTS\1022071561\100\SURVEY\02BASE\1022071561- JEA PARCELS (804,809,801,825).DWG

BOARD RESOLUTION: 2022-23
September 20, 2022

A RESOLUTION OF THE JEA BOARD OF DIRECTORS APPROVING THE JEA ENERGY MARKET RISK MANAGEMENT POLICY IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO; DIRECTING THE BOARD SERVICES MANAGER TO POST THE AMENDED POLICIES ON JEA'S WEBSITE IN A CONSPICUOUS MANNER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Article 21, Section 21.03, City of Jacksonville Charter, referred to within this resolution as "JEA Charter", "[t]he governing body of JEA shall adopt governing documents, including, but not limited to bylaws, a board policy manual, and such other rules and regulations not inconsistent with this Article, the charter or general law"; and

WHEREAS, in accordance with the JEA Charter, "the governing body of JEA shall annually review and update its governing documents"; and

WHEREAS, the JEA Energy Market Risk Management Policy was reviewed by the Finance and Audit Committee on March 12, 2021 and approved by the Board of Directors on March 23, 2021; and

WHEREAS, the JEA Delegation of Authority and Responsibility Policy was last reviewed and approved by the Board of Directors on June 22, 2021; and

WHEREAS, in accordance with the JEA Charter, "JEA's bylaws, board policy manual, and other governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view"; and

WHEREAS, it is in the best interests of JEA to adopt the amended policies in substantially the same form as attached hereto.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated into the body of this Resolution and are adopted as findings of fact.

2. The Board adopts the amended JEA Energy Market Risk Management Policy in substantially the same for as attached hereto.

3. The Board Services Manager is directed to post the amended Delegation of Authority and Responsibility Policy and Energy Market Risk Management Policy on JEA's website in a conspicuous manner.

4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained here in that do not change the tone, tenor, or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

5. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA

Energy Market Risk Management Policy

Approved by the Board of Directors
3/18/2014

Revision Approved by the Board of Directors
9/20/2022



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Policy Introduction

During the course of business, JEA is exposed to volatility in electric energy and fuel prices, uncertainty in load and resource availability, the creditworthiness of its counterparties, and the risks associated with transacting in wholesale energy markets. To manage these risks and others in the wholesale energy markets, JEA has developed an Energy Market Risk Management ("EMRM") Policy (the "Policy").

Objectives of the Policy
The objectives of the Policy are the following:

1. Identify and discuss categories of risks inherent in operating in wholesale energy markets;
2. Establish the governance structure for EMRM activity;
3. Delineate the roles and oversight responsibilities of the groups and individuals responsible for implementing an EMRM program;
4. State required business practices;
5. Set exposure limits based on instrument structure, strategy goals, quantity, time horizon, underlying commodity value, and other considerations;
6. Define Credit Policy;
7. Set forth the monitoring and reporting requirements for the EMRM Program;
8. Define the products that may be used to manage the exposures.

Scope of the Policy
This Policy identifies risks inherent in operating in wholesale energy markets. Specifically, the Policy addresses Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk, Collateralization Risk, Regulatory Risk, and Operative Risk arising from JEA's generating assets, load obligations, wholesale energy contracts, fuel supply contracts, and Financial and Physical Transactions. With respect to Financial and Physical Transactions, the Policy covers the Credit Risk associated with execution, as well as the recording, monitoring, and risk reporting associated with these transactions.

Policy Establishment, Authority, Approval and Revision
JEA's Board of Directors must approve this Policy, as well as any future changes to the Policy. Board approval shall not be required to amend, supplement or update the Policy appendices. On an annual basis, the Chief Financial Officer (CFO), Chief Administrative (CAO) and Chief Operating Officer (COO) will review this Policy and determine if it should be amended, supplemented or updated to account for business developments or for other appropriate business reasons.

Additional policies and procedures that may be developed to fully implement this Policy do not require Board approval provided that such policies and procedures do not conflict with this Policy. In the event that any policies or procedures conflict with this Policy, this Policy shall prevail.

Discussion of Risks

JEA is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for JEA. Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk,

Collateralization Risk, Operative Risk and Regulatory Risk are among the most critical and identifiable of the risks relevant to JEA, as they pertain to the scope of this Policy.

Market Risk
Market Risk is the exposure JEA faces due to changes in the value of market variables. Specifically Market Risk includes:

Price Risk
Price Risk is the exposure JEA faces as a result of changes in the market price for power, fuel, emissions allowances, and renewable energy credits/green tag allowances. Price Risk is typically the largest source of exposure and is managed by implementing a comprehensive EMRM Program that includes risk identification and measurement, strategy development and execution, and risk monitoring and reporting.

Basis Risk
Basis Risk is the exposure JEA faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item. Basis risk is managed by ensuring there is a reasonable degree of correlation between the hedging product/instrument and the underlying asset/item being hedged. Basis Risk can result from difference in price changes due to differences in:

- Location – An example is using the NYMEX natural gas Futures contract which is priced at the Henry Hub to hedge an underlying exposure on the FGT pipeline;
- Products – An example is using the NYMEX WTI crude oil Futures contract to hedge an underlying exposure arising from the need to purchase fuel oil;
- Timing – An example is using the January NYMEX natural gas Future contract to hedge exposures to daily intra-month natural gas price swings in December.

Liquidity Risk
Liquidity Risk is the exposure caused by lack of marketability of a financial instrument or physical product at the prices consistent with recent sales. Liquidity Risk may be a problem because a given position may be very large relative to typical trading volumes or because market conditions are unsettled. Liquidity Risk can be identified by a wide bid-ask spread and large price movements in response to any attempt to buy or sell. Liquidity Risk is managed by ensuring there is a reasonable degree of liquidity in the hedging product/instrument, by monitoring the concentration of exposure in product/instruments at locations that are illiquid, and by adjusting the process used in risk measurement and strategy analysis to incorporate the illiquidity.

Counterparty Risk
Counterparty Risk is the risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations. This risk can be realized through a physical or financial nonperformance by a counterparty. Although JEA is exposed to Counterparty Risk from a number of sources, for purposes of this Policy, Counterparty Risk will be restricted to the management of Counterparty Risk associated with Transactions in the wholesale fuel and energy markets. Counterparty Risk will be managed by the limits and control set forth in this Policy.

Volumetric Risk
Volumetric Risk is the exposure JEA faces due to deviation from expected levels in the amount of energy delivered or generated. It includes deviations in load (which could be caused by economic conditions, weather, etc.) as well as deviations caused by Operations Risk. Volumetric Risk is managed by identifying the impact it could have on JEA's financial and operating performance and developing strategies to manage the risk if warranted.

Budget Risk
Budget Risk is the risk associated with not collecting a budgeted variable fuel rate that is sufficient to cover JEA's fuel and purchase power costs of operation. This risk can be managed by monitoring the market uncertainty and the impact to the JEA portfolio. JEA manages this risk through the limit structure in this Policy and by employing a variable monthly fuel rate mechanism in customer's electric bills.

Collateralization Risk
Collateralization Risk is the exposure JEA faces from the potential mismatch that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral. For example, if JEA were to hedge its need to purchase natural gas two years out by purchasing NYMEX natural gas Futures and the price of natural gas were to drop substantially before the gas was consumed, JEA would need to post additional collateral with its Futures Clearing Merchant prior to receiving revenue from the sale of the power generated at its natural gas-fired facilities.

Operative Risk
Operative Risk is the exposure JEA faces due to daily activities at the organization. Specifically, Operative Risk includes:

Operations Risk
Operations Risk is the exposure JEA faces due to failure of its assets to perform as expected. This risk includes exposure caused by unplanned outages, inaccurate load forecasts, delays in construction, failure of transmission or transportation systems, etc. Operations Risk is managed by proper maintenance and construction programs and proper operational planning. It is also managed by quantifying the risk impact on JEA's financial and operating condition and if warranted, taking steps to manage the risk.

Implementation Risk
Implementation Risk is the exposure that JEA faces from failed or inadequate management of processes, people, and systems related to its EMRM Program. Implementation Risk is managed by developing and enforcing policies and procedures, addressing transaction execution and processing, and by maintaining a segregation of responsibilities between transaction authorization/execution, risk monitoring, and reporting.

Regulatory Risk
Regulatory Risk is the risk associated with changes in federal, state, local, or market policy. With the Dodd-Frank Wall Street Reform Act and other applicable laws and regulations, JEA has the potential to transact products regulated by the Commodity Futures Trading Commission (CFTC) or other regulatory bodies within and outside of the United States. To ensure compliance with applicable regulators and regulations, JEA:

- Requires all employees participating in activities within the scope of this document to participate in annual compliance training, and
- Actively monitors regulatory bodies for regulations applicable to JEA.

Oversight Responsibilities and Organization Structure

Organizational Structure and Reporting Relationships
The JEA Board has delegated the responsibility to the Managing Director/Chief Executive Officer (MD/CEO) to develop and implement JEA's EMRM Program. The Board's responsibilities with respect to JEA's EMRM Program include:

- Reviewing and approving this Policy and all revisions to this Policy.
- Understanding JEA's major financial energy market risk exposures.
- Delegating the oversight and maintenance of the Policy to JEA's Fuel and Purchase Power Committee (FPPC).
- Approving all Transactions outside of FPPC authorization limits.

FPPC

The FPPC is responsible for risk oversight for all energy market risk management activities for JEA. Additionally, the FPPC is responsible for ensuring all energy market risk management activities are in accordance with this Policy.

The MD/CEO shall appoint the core members of the FPPC. The list of core members shall include the Chief Administrative Officer who is responsible for ensuring compliance with this Policy. The complete list of the core FPPC members is set forth in Appendix B. The FPPC shall meet monthly and additionally as needed to review the performance and appropriateness of the energy market risk management activities given the current and anticipated future market and business environment. Decisions of the FPPC will be made by consensus and will be retained by Fuels Management Services (FMS) consistent with JEA Records Management Policies. Hedge recommendations and resulting Transactions will be documented in presentation materials and posted on the FMS web page on JEA's SharePoint site. Any materials used in the analysis or decision to enter into a swap including confirmation documents will be retained for a period of five years beyond the final termination date of each transaction.

The responsibilities of the FPPC relative to energy market risk management shall include:

- Keeping abreast of industry, market, and legislative developments that affect JEA's risk exposure.
- Monitoring energy market risk exposures on an aggregate level.
- Developing and approving all major strategies employed by JEA to manage energy market risk.
- Approving all specific energy market financial and physical activities to meet JEA's strategies.
- Approving the policies and procedures needed to implement this Policy, including amendments and updates to the appendices.
- Reviewing all exceptions to the Policy and exceedances of market and credit limits that are monitored by TEA.
- Designating the positions within JEA for whom this Policy applies and ensuring these individuals are aware of and understand their responsibilities for compliance with this Policy.
- Authorizing individuals in specific positions to commit JEA to energy market Transactions and ensuring that such individuals are appropriately trained. A list of positions within JEA authorized by the FPPC is contained in Appendix C and a list of individuals requiring training is maintained by FMS.
- Approving any changes to the list of approved energy market risk management products contained in Appendix D.
- Approving any changes to the approved Term, Maturity, and Notional Dollar Amounts in Appendix F below the level of MD/CEO. The Notional Dollar Amount for the MD/CEO is approved by the JEA Board. These Terms, Maturity, and Notional Dollar Amounts should be consistent with the Procurement Code Exemptions.
- Approving methodologies, models, metrics and assumptions for valuation and risk measurement for energy market risk.

- Reviewing the performance of the Qualified Independent Representative (QIR) annually over the preceding 12-months and arriving at a recommendation to either continue using the current QIR or select a replacement. Current JEA QIR selection is provided in Appendix E.
- Ensuring documentation of Transactions is maintained.
- Reviewing Transactions and risk reports furnished by TEA.

Business Practices

Business Practices are set forth to help manage the Implementation Risk and are required for an effective EMRM Program. JEA has adopted the following business practices:

Standards of Conduct and Compliance
No employee of JEA shall use non-public information to the benefit of his or her own account.

Subject to existing and future laws and regulations and to the extent possible, employees shall refrain from disclosing pricing terms of Transactions with third parties.

JEA employees shall follow:

- JEA's Code of Ethics as set forth in JEA Ethical Business Conduct Guidelines.
- FERC Standards of Conduct.
- Any compliance documents that may be developed under the EMRM Program.

Training
It is the responsibility of the FPPC to ensure employees that are able to commit JEA to energy market risk management strategies and execute Transactions have received adequate training and understand the implications of their commitments.

Trading Practices
All Transactions authorized or entered into by an employee of JEA must be entered into with the intent to manage risk and not with the intent to inflate volumes, revenues, or otherwise present a distorted representation of JEA's financial position.

No JEA employee or representative shall execute or authorize the execution of any Transaction if the purpose of the Transaction is to generate income by anticipating market movements. If any questions arise as to whether a particular Transaction constitutes speculation, the FPPC shall review the Transaction(s) to determine whether the Transaction(s) would constitute speculation.

After FPPC authorization, all Transactions will be executed in a timely and judicious manner with considerations for current market conditions.

All physical Transactions executed by JEA shall follow the MD/CEO approved Procurement Code Exemptions.

JEA's relationship with TEA is governed by the Operating Agreement and any policies referenced in the Operating Agreement. JEA personnel authorizing or directing TEA to enter into Tansactions will understand the relevant provisions of these documents. After directing a representative of TEA to execute a financial transaction on behalf of JEA, a representative of JEA will participate in the execution of the financial transaction with the TEA representative and the JEA counterparty to actively monitor each financial transaction. Each employee or

representative of JEA shall consent to recording by the JEA counterparty. If JEA incurs any swap reporting obligations, then JEA will report the swap to the appropriate swap data repository.

Individual Authorities
Only employees in positions approved by the FPPC as listed in Appendix C can commit JEA to energy market Transactions. Approved employees can only authorize TEA to execute Transactions for products for which they have approval and within the limits set forth in Appendix F of this EMRM Policy.

Transaction Methods
All Transactions must be confirmed over a recorded phone line, recorded via an instant messaging program, documented through email, or documented through a signed confirmation from both parties that meets state record retention statutes. All physical Transactions are executed under JEA's Procurement Code Exemptions.

Authorized Products
All Transactions must be for products on the Authorized Product List which is included in Appendix D. The FPPC will be responsible for authorizing all products and commodity types to be executed under a Master Agreement, Participation Agreement or some other non-industry standard Agreement. JEA will work to ensure risks associated with transacting the product are understood and communicated and to make recommendations to the FPPC for approving products.

- New products will be recommended and must first be approved by the FPPC before trade execution.
- There will be a justification for the new product stating the business rationale and value to JEA.
- An identification of potential risks associated with the product and the risks the product creates.
- The FPPC will review new product justification and approve the product and quantitative and/or qualitative limits for use of the product if deemed desirable.

Authorized Counterparties
All Transactions must be executed under a Master Agreement, Participation Agreement or some other industry standard Agreement with an approved counterparty. The Treasurer will maintain all signed agreements with all counterparties approved for financial transactions. In addition, Transactions executed by JEA for physical solid and liquid fuel supply needs, the potential supplier is required to have been accepted by Fuel Management Services on JEA's Responsible Bidders List.

Confirmations of Executed Transactions
Written confirmations will be required from counterparties, as defined in the agreement governing the Transaction between JEA and the counterparty, for all EMRM Transactions. Prior to receipt of written confirmations, all verbal commitments shall be memorialized as to instrument structure, quantity, time horizon, price and any other relevant terms; such internal documentation shall be time stamped and correlated to the ultimate written confirmation to or from the counterparty. Email use is permitted for all written confirmations.

Trade Recordkeeping (for both financial and physical transactions)
A paper or electronic trade ticket will be filled out for every trade executed. A trade ticket will contain, if applicable, the following information:

- Date of transaction;
- Counterparty;
- Transaction capacity (e.g., MW/hour or mmBtu/day) or volume;
- Buy or sell;
- Transaction price;
- Delivery point;
- For options, option type, strike and execution instructions;
- For financial swaps, the reference index;
- Starting/Ending delivery date and hour or schedule;
- Product type;
- Any other date, hour and/or capacity data needed to define a shaped product;
- Broker or electronic trading site and fee, if applicable;
- Type of transaction: swap, futures, options, etc.;
- The reporting counterparty when the trade is a swap and there is not a prearranged reporting relationship;
- Whether any swap qualifies for the trade option exemption or exception to clearing for end user.

Qualified Independent Representative (QIR)

a) JEA will enter into a contract with a firm or firms that will have the qualifications to act as a qualified independent representative to JEA in accordance with the requirements of Commodity Futures Trading Commission ("CFTC") Regulation §23.450 and its related safe harbor and in such contract such firm or firms will make representations and provide agreements to satisfy the requirements and safe harbors of CFTC Regulation in a manner satisfactory to JEA.

b) JEA shall utilize the services of such qualified independent representative when (i) entering into a new Swap transaction, (ii) modifying, terminating (in whole or in part), transferring or novating an existing Swap transaction, or (iii) discussing the possibility of the transactions in (i) and/or (ii) with a counterparty. JEA is not to rely on Swap Recommendations (if any) provided by a Swap Dealer.

c) JEA shall monitor the continued performance of each qualified independent representative.

Exposures and Limits

A risk limit structure is essential for ensuring that JEA manages its risk exposure within tolerances approved by the Board. The limit structure put forth in this document sets the exposures that JEA is willing to take when entering into Transactions covered under the Policy. JEA will manage its exposures by using locational and volume limits.

Volume Limits

The net volume of hedge transactions may not exceed the expected volume of the hedged commodity at the time hedges are executed.

Locational Limits
Electric transmission and fuels transportation Transactions must support the requirement of one of JEA's generation units, native load or transaction locations.

Swap Threshold Limits
JEA manages its swap exposure within the limit structures set forth by the CFTC. If the swap exposure reaches 75% of the swap exposure limit, TEA will contact the CFO who will notify the FPPC.

Exceedance of Limits
In the event a limit is exceeded, unless specified elsewhere in this Policy, FPPC will be notified as soon as possible by TEA. The CFO will report all exceptions to the Board quarterly.

Credit Policy

It is the intent of the Credit Policy to identify, measure, manage, monitor and report on the Credit Risk associated with Transactions that subject JEA to financial exposure from the contractual default of a counterparty.

JEA with TEA input determines the credit quality of counterparties based upon various credit evaluation factors, including collateral requirements under certain circumstances.

In order to manage credit risk, JEA has established the following policies:
- Commodity Transactions will be entered into only with approved counterparties, approved by the CFO, that have sufficient unutilized credit to support the transaction.
- JEA counterparties will be reassessed at least annually or in the event of a material credit event for the counterparty.
- The status of credit risk will be tracked by counterparty at the agreement level and the information made available to the FPPC on a monthly basis for risk oversight and more frequently when there is a material credit event for the contracted counterparty, the counterparty credit limit for an individual credit limit for a counterparty is exceeded or a material market event that causes credit exposure to increase significantly.

Measuring Credit Risk
Credit Risk measurement defines the process that will be used to determine credit exposure. In general, credit exposure is comprised of three components:
- The billed receivable and payable balance.
- The delivered and not yet billed receivable and payable balance.
- The value of the position against the market, i.e. the mark-to-market exposure.

Mark-to-market is used to measure JEA's risk exposure to counterparty default on a Transaction by determining the current market value of the Transaction. JEA accounts for the value of each Transaction by using counterparty mark-to-market position reports. Additionally, TEA and JEA calculate mark-to-market potions reports for comparison using NYMEX settle prices as a basis.

A credit report will be produced and made available for review on a daily basis by TEA. This credit report provides detail at an agreement level by counterparty. The FPPC will monitor overall credit risk and any credit exceptions at least monthly.

Until and unless a master netting and setoff agreement is in place with a counterparty, separate credit exposures for each counterparty will be calculated for each Master Agreement and will not be added together to derive the total credit exposures. Negative exposures under one Master Agreement will not offset a positive exposure under another Master Agreement.

Analysis and Extension of Credit Limits
The creditworthiness of a counterparty will be determined by both qualitative and quantitative factors. Factors shall include, but are not limited to:

- A company's debt credit ratings provided by the rating agencies.
- Financial data such as an analysis of the liquidity, leverage, profitability, and size.
- Subjective factors such as company's fuel diversity, overall size, energy market risk management policy and internal controls, geographic diversity, and market intelligence.

A credit limit is the amount of unsecured credit granted to a counterparty. Unsecured credit exposure includes amounts owed by the counterparty, whether billed or not, and the mark to market differences in value of any collateral which the counterparty has provided JEA. Any net exposure above the collateral threshold, if any, will require the posting of collateral by a counterparty. Current unsecured counterparty credit limits are maintained by the Treasurer.

JEA's maximum counterparty credit limit for energy Transactions is $100,000,000 and applies to Transactions with maturity greater than one year.

Credit Exceptions
All personnel executing Transactions are constrained by these credit limits. If trading activity exceeds a counterparty's credit limit, trading that increases exposure will be suspended until the FPPC can review and make a determination regarding the counterparty.

All credit exceptions will be documented and reported to the FPPC and the Board as Policy Exceptions.

Reporting

The following reports will be developed by TEA and made available to FPPC at the frequency listed below, and more frequently when there is a material credit event for the contracted counterparty; when the credit limit for an individual counterparty is exceeded; or when a material market event occurs that causes credit exposure to increase significantly. These reports can be found on TEA's portal.

- Transaction Activity – This report shows all transactions executed for a trade day; made available daily.
- Mark-to-market – This report shows all positions with volumes in the future against the current market value; made available daily.
- Policy Exceptions – This report details any exceptions to the Policy; made available daily.
- Counterparty Credit Exposure Report – This report shows exposures resulting from the transactions covered under this Policy and includes counterparty credit ratings; available daily.
- Risk Metric/Transaction Compliance Report – This report shows all exposures against Policy limits set forth in the Policy; made available daily.

- Swap Exposure Report – This report measures JEA energy swap exposures against the CFTC threshold limits for Swap Dealer Registration; made available daily.

The following report will be created and updated by FMS and provided quarterly:

- Finance and Operations Committee Report – The Vice President, Electric Systems will report JEA's financial and physical fuel and power transactions on a quarterly basis. This report will include physical transactions greater than one year and all financial transactions.

Policy Acknowledgement and Distribution

Policy Acknowledgement
All JEA employees participating in activities or Transactions covered by this Policy shall acknowledge at the end of the annual training module or sign, on an annual basis or upon any revision to this Policy, a statement approved by the FPPC that they

i. have read this Policy and any other applicable policies, processes, or procedures approved by JEA,
ii. understand this Policy and the related policies, processes, and procedures, and
iii. have and will continue to comply with this Policy and the related policies, processes, and procedures.
iv. taken the annual training.

The training module acknowledgement and/or a signed statement by all affected JEA employees will be maintained by the CAO.

Policy Distribution
JEA's EMRM Policy may be distributed outside JEA with the consent of the MD/CEO or CFO provided that such persons or entities receiving this Policy agree to keep this Policy confidential and not disclose it to other parties.

Designated Counsel
Questions about the interpretation of any matters relating to this Policy should be referred to the CFO or CAO. The CFO and/or or the CAO will provide clarification and explanation on any updates to this Policy.

All Legal matters stemming from this Policy will be referred to JEA's legal counsel.

Appendices

A. Definitions

Basis Risk – The exposure an organization faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item.

Bilateral Transaction - Any physical or financial transaction between two counterparties, neither of whom is an Exchange or market entity (e.g. MISO).

Budget Risk – The risk associated with not hitting or falling outside a tolerance band of an organization's budget.

Capacity – The real power output rating of a generator or system, typically in megawatts, measured on an instantaneous basis.

Commodity - A basic good used in commerce that is interchangeable with other commodities of the same type. Commodities are most often used as inputs in the production of other goods or services. The quality of a given commodity may differ slightly, but it is essentially uniform across producers. When they are traded on an exchange, commodities must also meet specified minimum standards, also known as a basis grade.

Collateralization Risk – The exposure an organization faces from the potential mismatching in timing that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral.

Counterparty Risk – The risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations.

Credit Risk - The financial exposure JEA faces from a counterparty's refusal or inability to perform its contractual obligations.

FGT Pipeline – Florida Gas Transmission Pipeline

Financial Product – Any Future, Swap or Options contract, or any combination thereof, with any approved physical or Financial Product as the underlying commodity or instrument, which customarily settles financially and in which the primary intent is to settle the transaction financially.

Financial Transaction – Any contract with a Financial Product as the underlying instrument.

Future - A standardized contract which is traded on an organized exchange for delivery in the future of a specified underlying asset.

Hedging Transaction - A transaction designed to reduce the exposure of a specific outstanding position or portfolio; "fully hedged" equates to complete elimination of the targeted risk and "partially hedged" implies a risk reduction of less than 100%.

Implementation Risk – The exposure that an organization faces from failed or inadequate management of processes, people, and systems related to its EMRM Program.

Liquidity Risk - The exposure caused by lack of marketability of a financial instrument or physical product at the prices in line with recent sales.

Major Swap Participant – A swap market participant that maintains substantial positions in swaps such that the level of swap activity creates substantial counterparty exposure. The term

"Major Swap Participant" is further defined in 7 U.S.C. 1a(33) and further interpreted in 17 C.F.R. 1.3(hhh).

Mark-to-Market – A measure of the current value of unrealized positions.

Market Risk – The exposure an organization faces due to changes in the value of market variables.

Master Agreement - An agreement reached between two parties that outlines agreed to terms and conditions that will govern transactions made pursuant to it. The document includes but is not limited to billing, deal confirmation, credit and collateral terms. Examples of types of Master Agreements include EEI, ISDA, GISB, Power, NAESB and WSPP.

Maturity - The time between the date on which a transaction is executed to the last date that power or gas will flow (in the case of physical transactions) or be settled financially (in the case of financial transactions).

NYMEX – Abbreviation for the New York Mercantile Exchange which is an exchange platform for commodity futures**.**

NYMEX Natural Gas – A natural gas futures traded on the NYMEX Exchange**.**

NYMEX WTI – Abbreviation for West Texas Intermediate, a light, sweet crude oil futures traded on the NYMEX Exchange**.**

Operating Agreement – The agreement between JEA and TEA that defines the relationship between the two entities**.**

Operations Risk – The exposure an organization faces due to failure of its assets to perform as expected.

Operative Risk – Operations or Implementation Risk.

Option - The right but not the obligation to buy or sell the underlying asset at a specified price for a specified period of time.

> **Call Option** – An option that gives the buyer of the option the right, but not the obligation, to buy the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to provide the underlying asset if the option is exercised.
>
> **Put Option** – An option that gives the buyer of the option the right, but not the obligation, to sell the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to take the underlying asset if the option is exercised.

Participation Agreement - a document used by an exchange or service provider to describe the terms and conditions by which such provider has agreed to provide the service to its members/participants.

Physical Product – Any commodity that has been approved by the FPPC.

Physical Transaction – Any contract or agreement for the purchase or sale of a commodity which customarily is delivered physically and in which the primary intent is to deliver the transaction physically.

Policy – JEA's Energy Market Risk Management ("EMRM") Policy.

Portfolio – A collection of transactions.

Price Risk – The exposure an organization faces as a result of changes in the market price for power, fuel and emissions allowances.

Principal – Execution of a Transaction under an Agreement where the executer is also a party on the agreement

Qualified Independent Representative (QIR) – a representative required of Special Entities before transacting swaps with Swap Dealers or Major Swap Participants. Among other tasks, the representative is required to evaluate fair pricing for the swap transaction, make timely disclosures to the Special Entity and act in the best interest of the Special Entity. An exhaustive list of the requirements for the representative can be found in 17 C.F.R. 23.450(b).

Regulatory Risk – The risk of increased regulatory burden associated with participating in regulated markets.

Responsible Bidders List – Responsible fuel suppliers acceptable to Fuels Management Services and targeted by JEA in its fuel supply bid solicitations.

Special Entity – A swap transaction counterparty that includes a state agency, city, county, municipality or other political subdivision of a state, or any instrumentality, department, or a corporation of or established by a State or political subdivision of a State. The term "Special Entity" is further defined in 7 U.S.C. 6s(h)(2)(C) and further interpreted in 17 C.F.R. 23.401(C).

Swap – In general terms, a swap includes most financially settled transactions not including futures or options on futures. The term "Swap" is further defined in 7 U.S.C. 1a(47) and further interpreted in 17 C.F.R. 1.3(xxx).

Swap Dealer – A swap market participant that acts as a dealer in commodity swaps. The term "Swap Dealer" is further defined in 7 U.S.C. 1a(49) and further interpreted in 17 C.F.R. 1.3(ggg).

Term – The total duration of a contract, defined as the number of days between the beginning flow date and ending flow date, inclusive.

Trade Option Exemption – An exemption from most Dodd-Frank swap regulations granted to certain physical commodity options. Recordkeeping and reporting requirement still apply. The requirements for the trade option exemption can be found in 17 C.F.R. 32.3.

Transaction – A Physical or Financial Transaction.

Value – An amount that represent the dollar magnitude of the Transaction.

Volumetric Risk – The exposure an organization faces due to deviation from expected levels in the amount of energy delivered or generated.

B. Composition of the Fuel and Purchase Power Committee as of February 17, 2022

Core Members

Managing Director (MD)/Chief Executive Officer (CEO)
Chief Financial Officer (CFO)
Vice President (VP), Electric Systems
Chief Operating Officer (COO)
Chief Administrative Officer (CAO)
Senior Director, Energy Operations
Manager, Fuels Management Services
Vice President (VP), Financial Services

C. Authorized Personnel

Authorized Personnel List is maintained by Fuels Management Services (FMS) and is available on the FMS Sharepoint page. The following is the Authorized Personnel List as of March 8, 2022.

	Managing Director/CEO	Chief Financial Officer	Chief Operating Officer	VP, Financial Services	Vice President, Electric Systems	Manager Fuel Management Services	Sr. Director Energy Operations	Director, Electric System Operations	Manager Bulk Power Operations	Mgr. Nat.Gas Commerical Services	Electric Systems Engineer, BPO	Energy Operations Specialist	Staff/Associate Engineer, BPO	Certified/Associate System Operator	Fuels Specialist	Fuels Administrator, Senior	Fuels Administrator	Fuels Electric Systems Engineer	Fuels Staff/Associate Engineer
Physical Products																			
Power Products																			
Fixed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Indexed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Power Capacity	x	x	x		x		x	x	x		x	x	x	x					
Transmission	x	x	x		x		x	x	x		x	x	x	x					
Physical OTC Commodity Options	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Natural Gas Products																			
Fixed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Indexed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Natural Gas Storage	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Transportation	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Physical OTC Commodity Options	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Crude Oil and Refined Products																			
Fixed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Coal Products																			
Fixed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Environmental Products																			
Air Emissions Allowances	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
RECs/Greentag Allowances	x	x	x		x	x	x	x	x						x	x	x	x	x
Financial Products																			
Power Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x	x	x										
Heat Rate Swap	x	x	x	x	x	x	x	x	x										
Financial OTC Option	x	x	x	x	x	x	x	x	x										
Natural Gas Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Swing-Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Crude Oil and Refined Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Coal Products																			
OTC Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												

D. Authorized Product List

The purpose of the Authorized Product List is to ensure proper controls are in place to minimize risk when transacting under Master Agreements, Participation Agreements or some other standard industry agreement

Approved products will be limited to purchases to meet load and/or sales incidental to load for the following:

Physical Products

Physical Power Products
1. Fixed Price Energy Commodity
2. Indexed Price Energy Commodity
3. Power Capacity
4. Transmission
5. Physical OTC Commodity Options

Physical Natural Gas Products
1. Fixed Price Natural Gas Commodity
2. Indexed Price Natural Gas Commodity
3. Natural Gas Storage
4. Transportation
5. Physical OTC Commodity Options

Physical Crude Oil and Refined Products
1. Fixed Price Distillate Fuel Oil Products
2. Indexed Price Distillate Fuel Oil Products
3. Fixed Price Residual Fuel Oil Products
4. Indexed Price Residual Fuel Oil Products
5. Fixed Price Petroleum Coke Products
6. Indexed Price Petroleum Coke Products

Physical Coal Products
1. Fixed Price Coal Commodity
2. Indexed Price Coal Commodity

Physical Environmental Products
1. Air Emission Allowances
2. Fixed Price Limestone
3. Indexed Price Limestone
4. Renewable Energy Credits/Greentag Allowances

Financial Products

Financial Power Products
Any of the instruments listed below or any combination thereof that has electric energy as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially. This excludes MISO Products and RTO Bilateral Transactions.

1. Fixed for Floating Swap
2. Heat Rate Swap
3. Financial OTC Option

Financial Natural Gas Products
Any of the instruments listed below or any combination thereof that has natural gas as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially.
1. Fixed for Floating Swap
2. Swing-Swap
3. Financial OTC Option

Financial Crude Oil and Refined Products
Any of the instruments listed below or any combination thereof, that has crude oil, residual fuel, or distillate as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. Fixed for Floating Swap
2. Financial OTC Option

Financial Coal Products
Any of the instruments listed below or any combination thereof, that has coal as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. OTC Swap
2. Financial OTC Option

E. Special Entity Representation Selection

JEA, a Special Entity under the Dodd-Frank Financial Reform Act, has selected The Energy Authority as its Qualified Independent Representative (QIR) to provide advice and guidance when entering into swap transactions with Swap Dealers or Major Swap Participants.

F. Term, Maturity and Notional Dollar Limits

JEA employees shall not approve TEA to execute a Transaction beyond the maturity, term and notional dollar limits set for their position below. As of August 10, 2022.

Position	Maturity Limit (Days)	Term Limit (Days)	Notional Dollar Limit ($)
Managing Director/Chief Executive Officer	7,350	7,300	$100,000,000
Chief Financial Officer	3,725	3,675	$35,000,000
Chief Operating Officer	3,725	3,675	$35,000,000
Vice President, Electric Systems	3,725	3,675	$20,000,000
Vice President, Financial Services[3]	3,725	3,675	$20,000,000
Sr. Director, Energy Operations	1,925	1,875	$10,000,000
Director, Electric Systems Operations[1,2,3]	410	366	$7,500,000
Manager, Bulk Power Operations (BPO)[1,2,3]	410	366	$5,000,000
Manager, Fuels Management Services[3]	410	366	$5,000,000
Manager, Natural Gas Commerical Services[3]	61	31	$1,000,000
Electric Systems Engineer, BPO[1,2]	6	5	$1,000,000
Energy Operations Specialist[1,2]	6	5	$1,000,000
Staff/Associate Engineer, BPO[1,2]	6	5	$1,000,000
Fuels Specialist[3]	61	31	$1,000,000
Fuels Administrator, Senior[3]	61	31	$1,000,000
Fuels Administrator[3]	61	31	$1,000,000
Fuels Electric Systems Engineer[3]	61	31	$1,000,000
Fuels Staff/Associate Engineer[3]	61	31	$1,000,000
Certified System Operator On Duty[1,2]	6	5	$750,000
Associate System Operator On Duty[1,2]	6	5	$750,000

1. Limited to TEA authorized transactions.
2. Limited to current day through next business day natural gas transactions.
3. Prior approval is required based on appropriate procurement code exemptions.

JEA

Energy Market Risk Management Policy

Approved by the Board of Directors
3/18/2014

Revision Approved by the Board of Directors
~~3/23/2021~~ 9/20/2022

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Policy Introduction

During the course of business, JEA is exposed to volatility in electric energy and fuel prices, uncertainty in load and resource availability, the creditworthiness of its counterparties, and the risks associated with transacting in wholesale energy markets. To manage these risks and others in the wholesale energy markets, JEA has developed an Energy Market Risk Management ("EMRM") Policy (the "Policy").

Objectives of the Policy
The objectives of the Policy are the following:

1. Identify and discuss categories of risks inherent in operating in wholesale energy markets;
2. Establish the governance structure for EMRM activity;
3. Delineate the roles and oversight responsibilities of the groups and individuals responsible for implementing an EMRM program;
4. State required business practices;
5. Set exposure limits based on instrument structure, strategy goals, quantity, time horizon, underlying commodity value, and other considerations;
6. Define Credit Policy;
7. Set forth the monitoring and reporting requirements for the EMRM Program;
8. Define the products that may be used to manage the exposures.

Scope of the Policy
This Policy identifies risks inherent in operating in wholesale energy markets. Specifically, the Policy addresses Market Risk, Counterparty Risk, Volumetric Risk, Budget Risk, Collateralization Risk, Regulatory Risk, and Operative Risk arising from JEA's generating assets, load obligations, wholesale energy contracts, fuel supply contracts, and Financial and Physical Transactions. With respect to Financial and Physical Transactions, the Policy covers the Credit Risk associated with execution, as well as the recording, monitoring, and risk reporting associated with these transactions.

Policy Establishment, Authority, Approval and Revision
JEA's Board of Directors must approve this Policy, as well as any future changes to the Policy. Board approval shall not be required to amend, supplement or update the Policy appendices. On an annual basis, the Chief Financial Officer (CFO), Chief Administrative (CAO) and ~~Vice President, Electric Systems~~ Chief Operating Officer (COO) will review this Policy and determine if it should be amended, supplemented or updated to account for business developments or for other appropriate business reasons.

Additional policies and procedures that may be developed to fully implement this Policy do not require Board approval provided that such policies and procedures do not conflict with this Policy. In the event that any policies or procedures conflict with this Policy, this Policy shall prevail.

Discussion of Risks

JEA is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for JEA. Market ~~r~~Risk, Counterparty ~~r~~Risk, Volumetric ~~r~~Risk, Budget ~~r~~Risk,

Collateralization ~~r~~Risk, Operative ~~r~~Risk and Regulatory ~~r~~Risk are among the most critical and identifiable of the risks relevant to JEA, as they pertain to the scope of this Policy.

Market Risk
Market Risk is the exposure JEA faces due to changes in the value of market variables. Specifically Market Risk includes:

Price Risk
Price Risk is the exposure JEA faces as a result of changes in the market price for power, fuel, ~~and~~ emissions allowances, and renewable energy credits/green tag allowances. Price Risk is typically the largest source of exposure and is managed by implementing a comprehensive EMRM Program that includes risk identification and measurement, strategy development and execution, and risk monitoring and reporting.

Basis Risk
Basis Risk is the exposure JEA faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item. Basis risk is managed by ensuring there is a reasonable degree of correlation between the hedging product/instrument and the underlying asset/item being hedged. Basis Risk can result from difference in price changes due to differences in:

- Location – An example is using the NYMEX natural gas Futures contract which is priced at the Henry Hub to hedge an underlying exposure on the FGT pipeline;
- Products – An example is using the NYMEX WTI crude oil Futures contract to hedge an underlying exposure arising from the need to purchase fuel oil;
- Timing – An example is using the January NYMEX natural gas Future contract to hedge exposures to daily intra-month natural gas price swings in December.

Liquidity Risk
Liquidity Risk is the exposure caused by lack of marketability of a financial instrument or physical product at the prices consistent with recent sales. Liquidity Risk may be a problem because a given position may be ~~is~~ very large relative to typical trading volumes or because market conditions are unsettled. Liquidity Risk can be identified by a wide bid-ask spread and large price movements in response to any attempt to buy or sell. Liquidity Risk is managed by ensuring there is a reasonable degree of liquidity in the hedging product/instrument, by monitoring the concentration of exposure in product/instruments at locations that are illiquid, and by adjusting the process used in risk measurement and strategy analysis to incorporate the illiquidity.

Counterparty Risk
Counterparty Risk is the risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations. This risk can be realized through a physical or financial nonperformance by a counterparty. Although JEA is exposed to Counterparty Risk from a number of sources, for purposes of this Policy, Counterparty Risk will be restricted to the management of Counterparty Risk associated with Transactions in the wholesale fuel and energy markets. Counterparty Risk will be managed by the limits and control set forth in this Policy.

Volumetric Risk
Volumetric Risk is the exposure JEA faces due to deviation from expected levels in the amount of energy delivered or generated. It includes deviations in load (which could be caused by economic conditions, weather, etc.) as well as deviations caused by Operations Risk. Volumetric Risk is managed by identifying the impact it could have on JEA's financial and operating performance and developing strategies to manage the risk if warranted.

Budget Risk
Budget Risk is the risk associated with not collecting a budgeted variable fuel rate that is sufficient to cover JEA's fuel and purchase power costs of operation. ~~-~~This risk can be managed by monitoring the market uncertainty and the impact to the JEA portfolio. JEA manages this risk through the limit structure in this Policy and by ~~maintaining a fuel rate stabilization fund~~ employing a variable monthly fuel rate mechanism in customer's electric bills.

Collateralization Risk
Collateralization Risk is the exposure JEA faces from the potential mismatch that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral. For example, if JEA were to hedge its need to purchase natural gas two years out by purchasing NYMEX natural gas Futures and the price of natural gas were to drop substantially before the gas was consumed, JEA would need to post additional collateral with its Futures ~~broker~~ Clearing Merchant prior to receiving revenue from the sale of the power generated at its natural gas-fired facilities.

Operative Risk
Operative Risk is the exposure JEA faces due to daily activit~~y~~ies at the organization. Specifically, Operative Risk includes:

Operations Risk
Operations Risk is the exposure JEA faces due to failure of its assets to perform as expected. This risk includes exposure caused by unplanned outages, inaccurate load forecasts, delays in construction, failure of transmission or transportation systems, etc. Operations Risk is managed by proper maintenance and construction programs~~,~~ and proper operational planning. It is also managed ~~and~~ by quantifying the risk impact ~~this risk could have~~ on JEA's financial and operating condition and if warranted, taking steps to manage the risk ~~if warranted~~.

Implementation Risk
Implementation Risk is the exposure that JEA faces from failed or inadequate management of processes, people, and systems related to its EMRM Program. Implementation Risk is managed by developing and enforcing policies and procedures, addressing transaction execution and processing, and by maintaining a segregation of responsibilities between transaction authorization/execution, risk monitoring, and reporting.

Regulatory Risk
Regulatory Risk is the risk associated with changes in federal, state, local, or market policy.~~participating in regulated markets.~~ With the Dodd-Frank Wall Street Reform Act and other applicable laws and regulations, JEA has the potential to transact products regulated by the Commodity Futures Trading Commission (CFTC) or other regulatory bodies within and outside of the United States. To ensure compliance with applicable regulators and regulations, JEA:

- Requires all employees participating in activities within the scope of this document to participate in annual compliance training, and
- Actively monitors regulatory bodies for regulations applicable to JEA.

Oversight Responsibilities and Organization Structure

Organizational Structure and Reporting Relationships
The JEA Board has delegated the responsibility to the Managing Director/Chief Executive Officer (MD/CEO) to develop and implement JEA's EMRM Program. The Board's responsibilities with respect to JEA's EMRM Program include:

- Reviewing and approving this Policy and all revisions to this Policy.
- Understanding JEA's major financial energy market risk exposures.
- Delegating the oversight and maintenance of the Policy to JEA's Fuel and Purchase Power Committee (FPPC).
- Approving all Transactions outside of FPPC authorization limits.

FPPC
The FPPC is responsible for risk oversight for all energy market risk management activities for JEA. Additionally, the FPPC is responsible for ensuring all energy market risk management activities are in accordance with this Policy.

The MD/CEO shall appoint the core members of the FPPC. The list of core members shall include the Chief Administrative Officer who is responsible for ensuring compliance with this Policy. The complete list of the core FPPC members is set forth in Appendix B. The FPPC shall meet monthly and additionally as needed to review the performance and appropriateness of the energy market risk management activities given the current and anticipated future market and business environment. Decisions of the FPPC will be made by consensus and will be retained by ~~JEA~~ Fuels Management Services (FMS) consistent with JEA Records Management Policies.~~-~~ Hedge recommendations and resulting Transactions will be documented in presentation materials and posted on the F~~uel~~ M~~anagement~~ S~~ervices~~ web page on JEA's SharePoint site. Any materials used in the analysis or decision to enter into a swap including confirmation documents will be retained for a period of five years beyond the final termination date of each transaction.

The responsibilities of the FPPC relative to energy market risk management shall include:
- Keeping abreast of industry, market, and legislative developments that affect JEA's risk exposure.
- Monitoring energy market risk exposures on an aggregate level.
- Developing and approving ~~the~~ all major strategies employed by JEA to manage energy market risk.
- Approving all specific energy market financial and physical activities to meet JEA's strategies~~transactions~~.
- ~~Approving all strategies used by JEA to manage energy market risk.~~
- Approving the policies and procedures needed to implement this Policy, including amendments and updates to the appendices.
- Reviewing all exceptions to the Policy and exceedances of market and credit limits that are monitored by TEA.
- Designating the positions within JEA ~~individuals~~ for whom this Policy applies and ensuring these individuals are aware of and understand their ~~individual~~ responsibilities for compliance with this Policy.
- Authorizing ~~specific~~ individuals in specific positions to commit JEA to energy market Transactions and ensuring that such individuals are appropriately trained. A list of positions within JEA~~individuals~~ authorized by the FPPC is contained in Appendix C and a list of individuals requiring training is maintained by FMS.
- Approving any changes to the list of approved energy market risk management products contained in Appendix D.
- Approving any changes to the approved Term, Maturity, and Notional Dollar Amounts in Appendix F below the level of MD/CEO. The Notional Dollar Amount for the MD/CEO is

approved by the JEA Board. These Terms, Maturity, and Notional Dollar Amounts should be consistent with the Procurement Code Exemptions.

- Approving methodologies, models, metrics and assumptions for valuation and risk measurement for energy market risk.
- Reviewing the performance of the Qualified Independent Representative (QIR) annually over the preceding 12-months and arriving at a recommendation to either continue using the current QIR or select a replacement. Current JEA QIR selection is provided in Appendix E.
- Ensuring documentation of Transactions is maintained.
- Reviewing Transactions and risk reports furnished by TEA.

Business Practices

Business Practices are set forth to help manage the Implementation Risk and are required for an effective EMRM Program. JEA has adopted the following business practices:

Standards of Conduct and Compliance
No employee of JEA shall use non-public information to the benefit of his or her own account.

Subject to existing and future laws and regulations and to the extent possible, employees shall refrain from disclosing pricing terms of Transactions with third parties.

JEA employees shall follow:

- JEA's Code of Ethics as set forth in JEA Ethical Business Conduct Guidelines.
- FERC Standards of Conduct.
- Any compliance documents that may be developed under the EMRM Program.

Training
It is the responsibility of the FPPC to ensure employees that are able to commit JEA to energy market risk management strategies and execute Transactions have received adequate training and understand the implications of their commitments.

Trading Practices
All Transactions authorized or entered into by an employee of JEA must be entered into with the intent to manage risk and not with the intent to inflate volumes, revenues, or otherwise present a distorted representation of JEA's financial position.

No JEA employee or representative shall execute or authorize the execution of any Transaction if the purpose of the Transaction is to generate income by anticipating market movements. If any questions arise as to whether a particular Transaction constitutes speculation, the FPPC shall review the Transaction(s) to determine whether the Transaction(s) would constitute speculation.

After FPPC authorization, ~~A~~all Transactions will be executed in a timely and judicious manner with considerations for current market conditions ~~after FPPC authorization~~.

All physical Transactions executed by JEA shall follow the ~~Board of Directors~~MD/CEO approved ~~Fuel Management Services~~ Procurement- Code ~~Directive~~Exemptions.

JEA's relationship with TEA is governed by the Operating Agreement and any policies referenced in the Operating Agreement. JEA personnel authorizing or directing TEA to enter into

Transactions will understand the relevant provisions of these documents. After directing a representative of TEA to execute a financial transaction on behalf of JEA, a representative of JEA will participate in the execution of the financial transaction with the TEA representative and the JEA counterparty to actively monitor each financial transaction. JEA shall comply with its ***Swap Policies and Procedures for New Swap Regulations*** in regards to consent to recording by the JEA counterparty. If JEA incurs any swap reporting obligations, then JEA will report the swap to the appropriate swap data repository.

Individual Authorities
Only employees in positions approved by the FPPC as listed in Appendix C can commit JEA to energy market Transactions. Approved employees can only authorize TEA to execute Transactions for products for which they have approval and within the limits set forth in Appendix F of this EMRM Policy.

Transaction Methods
All Transactions must be confirmed over a recorded phone line, recorded via an instant messaging program, ~~or~~documented through email, or documented through a signed confirmation from both parties that meets state record retention statutes. All physical Transactions are executed under JEA's ~~Fuel Management Services~~ Procurement Code~~Directive~~ Exemptions.

Authorized Products
All Transactions must be for products on the Authorized Product List which is included in Appendix D. The FPPC will be responsible for authorizing all products and commodity types to be executed under a Master Agreement, Participation Agreement or some other non-industry standard Agreement. JEA will work to ensure risks associated with transacting the product are understood and communicated and to make recommendations to the FPPC for approving products.

- New products will be recommended and must first be approved by the FPPC before trade execution.
- There will be a justification for the new product stating the business rationale and value to JEA.
- An identification of potential risks associated with the product and the risks the product creates.
- The FPPC will review new product justification and approve the product and quantitative and/or qualitative limits for use of the product if deemed desirable.

Authorized Counterparties
All Transactions must be executed under a Master Agreement, Participation Agreement or some other ~~non-~~industry standard Agreement with an approved counterparty. The Treasurer will maintain all signed agreements with all counterparties approved for financial transactions. In addition,- Transactions executed by JEA for physical solid and liquid fuel supply needs, the potential supplier is required to have been accepted by Fuel Management Services on JEA's Responsible Bidders List.

Confirmations of Executed Transactions
Written confirmations will be required from counterparties, as defined in the agreement governing the Transaction between JEA and the counterparty, for all EMRM Transactions. Prior to receipt of written confirmations, all verbal commitments shall be memorialized as to instrument structure, quantity, time horizon, price and any other relevant terms; such internal

documentation shall be time stamped and correlated to the ultimate written confirmation to or from the counterparty. Email use is permitted for all written confirmations.

Trade Recordkeeping (for both financial and physical transactions)
A paper or electronic trade ticket will be filled out for every trade executed. A trade ticket will contain, if applicable, the following information:

- Date of transaction;
- Counterparty;
- Transaction capacity (e.g., MW/hour or mmBtu/day) or volume;
- Buy or sell;
- Transaction price;
- Delivery point;
- For options, option type, strike and execution instructions;
- For financial swaps, the reference index;
- Starting/Ending delivery date and hour or schedule;
- Product type;
- Any other date, hour and/or capacity data needed to define a shaped product;
- Broker or electronic trading site and fee, if applicable;
- Type of transaction: ÷ swap, futures, options, etc.;
- The reporting counterparty when the trade is a swap and there is not a prearranged reporting relationship;
- Whether any swap qualifies for the trade option exemption or exception to clearing for end user.

Qualified Independent Representative (QIR)
JEA shall comply with ***Swap Policies and Procedures for New Swap Regulations*** in regards to the selection and use of JEA's Qualified Independent Representative.

Exposures and Limits

A risk limit structure is essential for ensuring that JEA manages its risk exposure within tolerances approved by the Board. The limit structure put forth in this document sets the exposures that JEA is willing to take when entering into Transactions covered under the Policy. JEA will manage its exposures by using locational and volume limits.

Volume Limits
The net volume of hedge transactions may not exceed the expected volume of the hedged commodity at the time hedges are executed.

Locational Limits
Electric transmission and fuels transportation Transactions must support the requirement of one of JEA's generation units, native load or transaction locations.

Swap Threshold Limits
JEA manages its swap exposure within the limit structures set forth by the CFTC. If the swap exposure reaches 75% of the swap exposure limit, TEA will contact the CFO who will notify the FPPC.

Exceedance of Limits
In the event a limit is exceeded, unless specified elsewhere in this Policy, FPPC will be notified as soon as possible by TEA. The CFO will report all exceptions to the Board quarterly.

Credit Policy

It is the intent of the Credit Policy to identify, measure, manage, monitor and report on the Credit Risk associated with Transactions that subject JEA to financial exposure from the contractual default of a counterparty.

JEA with TEA input determines the credit quality of counterparties based upon various credit evaluation factors, including collateral requirements under certain circumstances.

In order to manage credit risk, JEA has established the following policies:

- Commodity Transactions will be entered into only with approved counterparties, approved by the CFO, that have sufficient unutilized credit to support the transaction.
- JEA counterparties will be reassessed at least annually or in the event of a material credit event for the counterparty.
- The status of credit risk will be tracked by counterparty at the agreement level and the information made available to the FPPC on a monthly basis for risk oversight and more frequently when there is a material credit event for the contracted counterparty, the counterparty credit limit for an individual credit limit for a counterparty is exceeded or a material market event that causes credit exposure to increase significantly.

Measuring Credit Risk
Credit Risk measurement defines the process that will be used to determine credit exposure. In general, credit exposure is comprised of three components:

- The billed receivable and payable balance.
- The delivered and not yet billed receivable and payable balance.
- The value of the position against the market, i.e. the mark-to-market exposure.

Mark-to-market is used to measure JEA's risk exposure to counterparty default on a Transaction by determining the current market value of the Transaction. JEA accounts for the value of each Transaction by using counterparty mark-to-market position reports. Additionally, TEA and JEA calculate mark-to-market potions reports for comparison using NYMEX settle prices as a basis.

A credit report will be produced and made available for review on a daily basis by TEA. This credit report provides detail at an agreement level by counterparty. The FPPC will monitor overall credit risk and any credit exceptions at least monthly.

Until and unless a master netting and setoff agreement is in place with a counterparty, separate credit exposures for each counterparty will be calculated for each Master Agreement and will not be added together to derive the total credit exposures. Negative exposures under one Master Agreement will not offset a positive exposure under another Master Agreement.

Analysis and Extension of Credit Limits
The creditworthiness of a counterparty will be determined by both qualitative and quantitative factors. Factors shall include, but are not limited to:

- A company's debt credit ratings provided by the rating agencies.

- Financial data such as an analysis of the liquidity, leverage, profitability, and size.
- Subjective factors such as company's fuel diversity, overall size, energy market risk management policy and internal controls, geographic diversity, and market intelligence.

A credit limit is the amount of unsecured credit granted to a counterparty. Unsecured credit exposure includes amounts owed by the counterparty, whether billed or not, and the mark to market differences in value of any collateral which the counterparty has provided JEA. Any net exposure above the collateral threshold, if any, will require the posting of collateral by a counterparty. Current unsecured counterparty credit limits are maintained by the Treasurer.

JEA's maximum counterparty credit limit for energy Transactions is $100,000,000 and applies to Transactions with maturity greater than one year.

Credit Exceptions
All personnel executing Transactions are constrained by these credit limits. If trading activity exceeds a counterparty's credit limit, trading that increases exposure will be suspended until the FPPC can review and make a determination regarding the counterparty.

All credit exceptions will be documented and reported to the FPPC and the Board as Policy Exceptions.

Reporting

The following reports will be developed by TEA and made available to FPPC at the frequency listed below, and more frequently when there is a material credit event for the contracted counterparty; when the credit limit for an individual counterparty is exceeded; or when a material market event occurs that causes credit exposure to increase significantly. These reports can be found on TEA's portal.

- Transaction Activity – This report shows all transactions executed for a trade day; made available daily.
- Mark-to-market – This report shows all positions with volumes in the future against the current market value; made available daily.
- Policy Exceptions – This report details any exceptions to the Policy; made available daily. ~~when needed.~~
- Counterparty Credit Exposure Report – This report shows exposures resulting from the transactions covered under this Policy and includes counterparty credit ratings; available daily.
- Risk Metric/Transaction Compliance Report – This report shows all exposures against Policy limits set forth in the Policy; made available daily~~monthly or at FPPC request~~.
- Swap Exposure Report – This report measures JEA energy swap exposures against the CFTC threshold limits for Swap Dealer Registration~~.~~; made available daily~~monthly or at FPPC request~~.

The following report will be created and updated by FMS and provided quarterly:

- Finance and ~~Audit~~Operations Committee Report – The~~-~~ Vice President, Electric Systems will report JEA's financial and physical fuel and power transactions on a quarterly basis. This report will include physical transactions greater than one year and all financial transactions.

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Policy Acknowledgement and Distribution

Policy Acknowledgement
All JEA employees participating in activities or Transactions covered by this Policy shall acknowledge at the end of the annual training module or sign, on an annual basis or upon any revision to this Policy, a statement approved by the FPPC that they

i. have read this Policy and any other applicable policies, processes, or procedures approved by JEA,
ii. understand this Policy and the related policies, processes, and procedures, and
iii. have and will continue to comply with this Policy and the related policies, processes, and procedures.
~~iii.~~iv. taken the annual training.

The training module ~~Signed~~ acknowledgement and/or a signed statement by all affected JEA employees will be maintained by the CAO.

Policy Distribution
JEA's EMRM Policy may be distributed outside JEA with the consent of the MD/CEO or CFO provided that such persons or entities receiving this Policy agree to keep this Policy confidential and not disclose it to other parties.

Designated Counsel
Questions about the interpretation of any matters relating to this Policy should be referred to the CFO or CAO. The CFO and/or or the CAO will provide clarification and explanation on any updates to this Policy.

All Legal matters stemming from this Policy will be referred to JEA's legal counsel.

Appendices

A. Definitions

Basis Risk – The exposure an organization faces as a result of less-than-perfect correlation between the underlying asset or item being hedged and the product/instrument used to hedge the asset or item.

Bilateral Transaction - Any physical or financial transaction between two counterparties, neither of whom is an Exchange or market entity (e.g. MISO).

Budget Risk – The risk associated with not hitting or falling outside a tolerance band of an organization's budget.

Capacity – The real power output rating of a generator or system, typically in megawatts, measured on an instantaneous basis.

Commodity - A basic good used in commerce that is interchangeable with other commodities of the same type. Commodities are most often used as inputs in the production of other goods or services. The quality of a given commodity may differ slightly, but it is essentially uniform across producers. When they are traded on an exchange, commodities must also meet specified minimum standards, also known as a basis grade.

Collateralization Risk – The exposure an organization faces from the potential mismatching in timing that can occur between the timing in cash flow associated with the underlying item being hedged and the timing requirements for posting collateral.

Counterparty Risk – The risk associated with potential losses JEA could incur due to a counterparty not fulfilling contractual obligations.

Credit Risk - The financial exposure JEA faces from a counterparty's refusal or inability to perform its contractual obligations.

FGT Pipeline – Florida Gas Transmission Pipeline

Financial Product – Any Future, Swap or Options contract, or any combination thereof, with any approved physical or Financial Product as the underlying commodity or instrument, which customarily settles financially and in which the primary intent is to settle the transaction financially.

Financial Transaction – Any contract with a Financial Product as the underlying instrument.

Future - A standardized contract which is traded on an organized exchange for delivery in the future of a specified underlying asset.

Hedging Transaction - A transaction designed to reduce the exposure of a specific outstanding position or portfolio; "fully hedged" equates to complete elimination of the targeted risk and "partially hedged" implies a risk reduction of less than 100%.

Implementation Risk – The exposure that an organization faces from failed or inadequate management of processes, people, and systems related to its EMRM Program.

Liquidity Risk - The exposure caused by lack of marketability of a financial instrument or physical product at the prices in line with recent sales.

Major Swap Participant – A swap market participant that maintains substantial positions in swaps such that the level of swap activity creates substantial counterparty exposure. The term

"Major Swap Participant" is further defined in 7 U.S.C. 1a(33) and further interpreted in 17 C.F.R. 1.3(hhh).

Mark-to-Market – A measure of the current value of unrealized positions.

Market Risk – The exposure an organization faces due to changes in the value of market variables.

Master Agreement - An agreement reached between two parties that outlines agreed to terms and conditions that will govern transactions made pursuant to it. The document includes but is not limited to billing, deal confirmation, credit and collateral terms. Examples of types of Master Agreements include EEI, ISDA, GISB, Power, NAESB and WSPP.

Maturity - The time between the date on which a transaction is executed to the last date that power or gas will flow (in the case of physical transactions) or be settled financially (in the case of financial transactions).

NYMEX – Abbreviation for the New York Mercantile Exchange which is an exchange platform for commodity futures**.**

NYMEX Natural Gas – A natural gas futures traded on the NYMEX Exchange**.**

NYMEX WTI – Abbreviation for West Texas Intermediate, a light, sweet crude oil futures traded on the NYMEX Exchange**.**

Operating Agreement – The agreement between JEA and TEA that defines the relationship between the two entities**.**

Operations Risk – The exposure an organization faces due to failure of its assets to perform as expected.

Operative Risk – Operations or Implementation Risk.

Option - The right but not the obligation to buy or sell the underlying asset at a specified price for a specified period of time.

Call Option – An option that gives the buyer of the option the right, but not the obligation, to buy the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to provide the underlying asset if the option is exercised.

Put Option – An option that gives the buyer of the option the right, but not the obligation, to sell the underlying asset at a specified price at a specified time in the future. The option seller has the obligation to take the underlying asset if the option is exercised.

Participation Agreement - a document used by an exchange or service provider to describe the terms and conditions by which such provider has agreed to provide the service to its members/participants.

Physical Product – Any commodity that has been approved by the FPPC.

Physical Transaction – Any contract or agreement for the purchase or sale of a commodity which customarily is delivered physically and in which the primary intent is to deliver the transaction physically.

Policy – JEA's Energy Market Risk Management ("EMRM") Policy.

Portfolio – A collection of transactions.

Price Risk – The exposure an organization faces as a result of changes in the market price for power, fuel and emissions allowances.

Principal – Execution of a Transaction under an Agreement where the executer is also a party on the agreement

Qualified Independent Representative (QIR) – a representative required of Special Entities before transacting swaps with Swap Dealers or Major Swap Participants. Among other tasks, the representative is required to evaluate fair pricing for the swap transaction, make timely disclosures to the Special Entity and act in the best interest of the Special Entity. An exhaustive list of the requirements for the representative can be found in 17 C.F.R. 23.450(b).

Regulatory Risk – The risk of increased regulatory burden associated with participating in regulated markets.

Responsible Bidders List – Responsible fuel suppliers acceptable to Fuels Management Services and targeted by JEA in its fuel supply bid solicitations.

Special Entity – A swap transaction counterparty that includes a state agency, city, county, municipality or other political subdivision of a state, or any instrumentality, department, or a corporation of or established by a State or political subdivision of a State. The term "Special Entity" is further defined in 7 U.S.C. 6s(h)(2)(C) and further interpreted in 17 C.F.R. 23.401(C).

Swap – In general terms, a swap includes most financially settled transactions not including futures or options on futures. The term "Swap" is further defined in 7 U.S.C. 1a(47) and further interpreted in 17 C.F.R. 1.3(xxx).

Swap Dealer – A swap market participant that acts as a dealer in commodity swaps. The term "Swap Dealer" is further defined in 7 U.S.C. 1a(49) and further interpreted in 17 C.F.R. 1.3(ggg).

Term – The total duration of a contract, defined as the number of days between the beginning flow date and ending flow date, inclusive.

Trade Option Exemption – An exemption from most Dodd-Frank swap regulations granted to certain physical commodity options. Recordkeeping and reporting requirement still apply. The requirements for the trade option exemption can be found in 17 C.F.R. 32.3.

Transaction – A Physical or Financial Transaction.

Value – An amount that represent the dollar magnitude of the Transaction.

Volumetric Risk – The exposure an organization faces due to deviation from expected levels in the amount of energy delivered or generated.

B. Composition of the Fuel and Purchase Power Committee as of February 17, 2022

Core Members

Managing Director (MD)/Chief Executive Officer (CEO)
Chief Financial Officer (CFO)
Vice President (VP), Electric Systems
Chief Operating Officer (COO)
Chief Administrative Officer (CAO)
Senior Director, Energy Operations
Manager, Fuels Management Services
Vice President (VP), Financial Services

C. Authorized Personnel

Authorized Personnel List is maintained by Fuels Management Services (FMS) and is available on the FMS Sharepoint page. The following is the Authorized Personnel List as of March 8, 2022.

	Managing Director/CEO	Chief Financial Officer	Chief Operating Officer	VP, Financial Services	Vice President, Electric Systems	Manager Fuel Management Services	Sr. Director Energy Operations	Director, Electric System Operations	Manager Bulk Power Operations	Mgr. Nat.Gas Commerical Services	Electric Systems Engineer, BPO	Energy Operations Specialist	Staff/Associate Engineer, BPO	Certified/Associate System Operator	Fuels Specialist	Fuels Administrator, Senior	Fuels Administrator	Fuels Electric Systems Engineer	Fuels Staff/Associate Engineer
Physical Products																			
Power Products																			
Fixed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Indexed Price Energy Commodity	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Power Capacity	x	x	x		x		x	x	x		x	x	x	x					
Transmission	x	x	x		x		x	x	x		x	x	x	x					
Physical OTC Commodity Options	x	x	x		x	x	x	x	x		x	x	x	x	x	x	x	x	x
Natural Gas Products																			
Fixed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Indexed Price Natural Gas Commodity	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Natural Gas Storage	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Transportation	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Physical OTC Commodity Options	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Crude Oil and Refined Products																			
Fixed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Distillate Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Residual Fuel Oil Products	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Petroleum Coke Products	x	x	x		x	x	x								x	x	x	x	x
Coal Products																			
Fixed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Coal Commodity	x	x	x		x	x	x								x	x	x	x	x
Environmental Products																			
Air Emissions Allowances	x	x	x		x	x	x								x	x	x	x	x
Fixed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
Indexed Price Limestone	x	x	x		x	x	x								x	x	x	x	x
RECs/Greentag Allowances	x	x	x		x	x	x	x	x						x	x	x	x	x
Financial Products																			
Power Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x	x	x										
Heat Rate Swap	x	x	x	x	x	x	x	x	x										
Financial OTC Option	x	x	x	x	x	x	x	x	x										
Natural Gas Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Swing-Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Crude Oil and Refined Products																			
Fixed for Floating Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												
Coal Products																			
OTC Swap	x	x	x	x	x	x	x												
Financial OTC Option	x	x	x	x	x	x	x												

D. Authorized Product List

The purpose of the Authorized Product List is to ensure proper controls are in place to minimize risk when transacting under Master Agreements, Participation Agreements or some other ~~non-~~ standard industry agreement

Approved products will be limited to purchases to meet load and/or sales incidental to load for the following:

Physical Products

Physical Power Products
1. Fixed Price Energy Commodity
2. Indexed Price Energy Commodity
3. Power Capacity
4. Transmission
5. Physical OTC Commodity Options

Physical Natural Gas Products
1. Fixed Price Natural Gas Commodity
2. Indexed Price Natural Gas Commodity
3. Natural Gas Storage
4. Transportation
5. Physical OTC Commodity Options

Physical Crude Oil and Refined Products
1. Fixed Price Distillate Fuel Oil Products
2. Indexed Price Distillate Fuel Oil Products
3. Fixed Price Residual Fuel Oil Products
4. Indexed Price Residual Fuel Oil Products
5. Fixed Price Petroleum Coke Products
6. Indexed Price Petroleum Coke Products

Physical Coal Products
1. Fixed Price Coal Commodity
2. Indexed Price Coal Commodity

Physical Environmental Products
1. Air Emission Allowances
2. Fixed Price Limestone
3. Indexed Price Limestone
4. Renewable Energy Credits/Greentag Allowances

Financial Products

Financial Power Products
Any of the instruments listed below or any combination thereof that has electric energy as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially. This excludes MISO Products and RTO Bilateral Transactions.

1. Fixed for Floating Swap
2. Heat Rate Swap
3. Financial OTC Option

Financial Natural Gas Products
Any of the instruments listed below or any combination thereof that has natural gas as the underlying commodity, and which: (a) is customarily settled financially, and (b) the primary intent of which is to settle financially.
1. Fixed for Floating Swap
2. Swing-Swap
3. Financial OTC Option

Financial Crude Oil and Refined Products
Any of the instruments listed below or any combination thereof, that has crude oil, residual fuel, or distillate as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. Fixed for Floating Swap
2. Financial OTC Option

Financial Coal Products
Any of the instruments listed below or any combination thereof, that has coal as the underlying commodity, which: (a) is customarily settled financially, and (b) the primary intent of which is to settle the transaction financially.
1. OTC Swap
2. Financial OTC Option

E. Special Entity Representation Selection

JEA, a Special Entity under the Dodd-Frank Financial Reform Act, has selected The Energy Authority as its Qualified Independent Representative (QIR) to provide advice and guidance when entering into swap transactions with Swap Dealers or Major Swap Participants.

F. Term, Maturity and Notional Dollar Limits

JEA employees shall not approve TEA to execute a Transaction beyond the maturity, term and notional dollar limits set for their position below. As of August 10~~March 8~~, 2022.

Position	Maturity Limit (Days)	Term Limit (Days)	Notional Dollar Limit ($)
Managing Director/Chief Executive Officer	7,350	7,300	$~~5~~100,000,000
Chief Financial Officer	3,725	3,675	$35,000,000
Chief Operating Officer	3,725	3,675	$35,000,000
Vice President, Electric Systems	3,725	3,675	$20,000,000
Vice President, Financial Services[3]	3,725	3,675	$20,000,000
Sr. Director, Energy Operations	1,925	1,875	$10,000,000
Director, Electric Systems Operations[1,2,3]	410	366	$7,500,000
Manager, Bulk Power Operations (BPO)[1,2,3]	410	366	$5,000,000
Manager, Fuels Management Services[3]	410	366	$5,000,000
Manager, Natural Gas Commerical Services[3]	61	31	$1,000,000
Electric Systems Engineer, BPO[1,2]	6	5	$1,000,000
Energy Operations Specialist[1,2]	6	5	$1,000,000
Staff/Associate Engineer, BPO[1,2]	6	5	$1,000,000
Fuels Specialist[3]	61	31	$1,000,000
Fuels Administrator, Senior[3]	61	31	$1,000,000
Fuels Administrator[3]	61	31	$1,000,000
Fuels Electric Systems Engineer[3]	61	31	$1,000,000
Fuels Staff/Associate Engineer[3]	61	31	$1,000,000
Certified System Operator On Duty[1,2]	6	5	$750,000
Associate System Operator On Duty[1,2]	6	5	$750,000

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1. Limited to TEA authorized transactions.
2. Limited to current day through next business day natural gas transactions.
3. Prior approval is required based on appropriate procurement code exemptions.

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Pricing Policy

I. Scope

This Pricing Policy is intended to provide broad guidance and to facilitate the management, control and oversight of JEA's pricing structure. Its primary goal is to establish revenue requirements to fully recover the costs necessary to operate and maintain the utility, consistent with its mission, through fair and equitable pricing. This includes sufficient revenue for required transfers to the City, depreciation expense, and balance sheet liquidity. The total revenue requirement of each system must be sufficient to ensure the financial integrity of the utility using depreciation expense and rate of return to maintain key financial metrics. It recognizes the operational challenges of managing dynamic businesses with major cost drivers such as significant regulatory reform as well as fuel which are dependent on global market conditions. The Pricing Policy contains the guiding parameters that JEA utilizes to develop its financial reporting, ratemaking, budget, and financial projections.

The Board is JEA's independent body responsible for setting rates. As part of this responsibility, the Board acknowledges that the rate setting policy and practices utilized will govern JEA's accounting under current generally accepted accounting principles, meaning that rate actions by the Board will impact when certain costs and revenues are recognized for financial statement purposes. This policy formalizes the rate philosophy utilized in prior years and codifies policy changes required for the implementation of regulatory accounting beginning with FY2015, including the change in rate setting methodology from Cash Basis to Utility Basis.

II. Goal and Objectives

JEA's pricing shall be managed with an overall philosophy to provide advantages of a community-owned utility by delivering high quality, reliable and exceptional service at fair and competitive rates. JEA will exhaust all other net revenue improvement opportunities before recommending any price increases. JEA will develop a price structure that is based on cost of service and allocates costs to appropriate customer classes based on the cost to serve each class. Pricing shall be sufficient, predictable, consistent, understandable, fair, equitable, non-discriminatory and relatively easy to administer. A comprehensive cost of service study will be performed at a minimum of every five years to support that the rates charged by class are based on cost.

III. Responsibility for Pricing Policy

The overall Pricing Policy is approved by the JEA Board of Directors and implemented by the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff. Annually, the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff will meet to develop strategy and review pricing and financial performance. JEA's Financial Planning and Rates department will develop and manage processes to implement and administer this Policy. Based on this review, any changes to pricing such that JEA continues to have rates based on cost of service and sufficient to maintain each System's financial integrity will be recommended to the Board for approval.

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IV. Authorization

The JEA Board of Directors is independent from JEA management and has the power to fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend the same from time to time.

Although JEA is a non-jurisdictional entity, Tariffs approved by the Board of Directors are filed with the Public Service Commission for information and review. The Florida Public Service Commission (FPSC) does not regulate the revenue requirement of municipal utilities, yet pursuant to Section 366.04 (2), Florida Statues, the FPSC has jurisdiction to review a rate structure for municipal utilities.

V. Electric System

Revenue requirements and rate design for the Electric System shall be constructed in two major categories: Base Rate and Fuel Charge.

Base Rate

Structure

The Base Rate will be structured with two major components: a fixed monthly charge and consumption charges. The fixed charge is billed as a “Basic Monthly Charge” and the consumption charges are billed as “Energy Charge,” “*Demand Charge*,” and “*Excess kVar Charge.*” (Italicized charges apply to commercial or industrial customers only, and do not appear on typical residential bills.) Revenue requirements and rates will be set using a rate of return as well as using depreciation expense as the capital recovery estimate to ensure the financial integrity of the Electric System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 2.2x, (with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.5x)
- A minimum annual fixed charge coverage ratio of 1.6x
- A minimum of 150 to 250 days of liquidity
- A long term objective debt to asset ratio of 50%
- Maintain stabilization funds as detailed in the “Stabilization Funds” section

Staff plans to phase in higher fixed components of base rates over time, utilizing widely accepted principles and practices to better reflect the fixed components of JEA’s electric system cost structure.

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return to maintain the system, the

necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

Gains realized from coordinated dispatch agreements will be allocated to base revenue, unless otherwise directed by the Board.

Fuel Charge

Structure

The Fuel Charge will be structured for full recovery of actual energy expenditures including direct fuel expenses, fuel procurement, fuel handling, residual disposal expense, less any proceeds from the sale of residuals, byproduct expenses directly utilized in managing the facilities used to prepare the byproduct for its final disposition, fuel hedging activities including gains and losses on settlement of fuel hedges, power purchase energy charges such as fuel, and renewable energy that is not considered generation available for JEA's current capacity plans.

The Fuel Charge structure shall also include recovery of prior positive or negative variances.

Pricing

The Fuel Charge will be set monthly. The Charge is based on the energy cost projection for the billing month to fully recover all expected fuel-related costs. Typically, any variance will be trued-up in the subsequent billing month. Should forecasted energy costs result in a Fuel Charge adjustment of greater than 20% or other certain circumstances should arise as determined by the CEO/Manager Director or designee, recovery of the true-up may be extended over a period of time.

Fuel and energy expenses not recovered by revenue within the month will be paid from unrestricted funds and result in a regulatory asset. Revenues in excess of fuel and energy expenses will result in a regulatory liability. Each month, management shall report the total fuel revenues, expenses and the resulting surplus or deficit. All authorized fuel-related costs shall be recovered through the Fuel Charge and funds collected in excess of authorized fuel-related costs shall be used to fund future fuel expenses or be refunded to customers.

Legacy Charges

The Residential Conservation charge & Environmental charge will be phased out, so that the Customer Benefit Programs & Environmental projects will be supported by various funding sources.

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VI. Water and Sewer System

Revenue requirements and rate design for the Water and Sewer System shall be constructed in the Base Rate.

Base Rate

Structure

The Base Rate for the Water and Sewer System shall be constructed in two major categories: monthly charges and initial charges, including capacity fees and line extension charges. Standard monthly charges will include two primary components: A fixed monthly charge and volume charges based on customer usage. The fixed charge is billed as a "Basic Monthly Charge" and the volume charges are billed as "Water Consumption Charges" and "Sewer Usage Charges".

Revenue requirements and rates will be using a rate of return as well as using depreciation expense as the capital recovery estimate to ensure the financial integrity of the Water and Sewer System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 1.8x, with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.0x
- A minimum of 100 days of liquidity
- A long-term objective of a maximum debt to asset ratio of 50%
- Maintain stabilization funds in the "Stabilization Funds" section

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return to maintain the system, the necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

The annual principal repayment requirements and contributions to the Renewal and Replacement Fund will be added to the non-capacity capital expenditure amount with the amount in excess of the annual depreciation expense included as an additional cost in setting rates. Capacity fee revenue will be used as an additional source of revenue in determining annual revenue requirements. Capacity fees to recover water, sewer and reclaimed water treatment facilities investment are established to recover 100% of the cost, including materials, of performing these services. These fees will be reviewed and if necessary, adjusted at least every three years. Capacity fees to recover the cost of off-site water and sewer line extensions

shall be established to recover:

- 75% master plan main extension attributed to general system growth, assessed on a per connection basis; and
- 100% main extension attributed to specific development, assessed to the developer in accordance with JEA's development policy.

On-site line extensions are the financial responsibility of the developer, builder, homeowner or business and shall be contributed to JEA at no charge to own, operate and maintain. JEA W/WW Cost Participation policy may provide opportunities for financial assistance.

Tap and meter fees will be established to recover 100% of the cost, including materials, of performing tap and meter services. These fees will be reviewed and, if necessary, adjusted at least every three years.

Staff will review with the Board of Directors the revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning.

Legacy Charges

Environmental charge will be phased out so that Environmental projects will be supported by various funding sources.

VII. Stabilization Funds

The Board authorizes the funding and utilization of certain Stabilization Funds within each of the Electric and Water and Sewer Systems. Deposits and withdrawals will be made into each of the funds as specifically described below, and are governed by both this Pricing Policy and JEA's Bond Resolutions. The Stabilization Funds described below have a specific funding source which is approved by the Board, and the uses of funds are also approved by the Board. Any excess amounts remaining after the funding target is met and expenses are paid are refunded back to customers.

Customer Benefit Stabilization Fund

Funding and Authorization

As the Residential Conservation Charge is being discontinued, no additional funding will be added.

Allowable Uses

Withdrawals from the Customer Benefit Stabilization Fund are limited to amounts representing charges to the applicable "Customer Benefit" cost centers, which represent Customer Benefit programs approved annually by the Board. Once the fund has been depleted, it will be discontinued.

Excess Funds

Funds collected in excess of the approved Customer Benefit programs shall be used to fund future program expenses or be refunded to customers.

Electric System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Electric System Environmental Stabilization Fund will be made from the Revenue Fund as needed.

Allowable Uses

Withdrawals from the Electric System Environmental Stabilization Fund are limited to environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Water and Sewer System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Water and Sewer System Environmental Stabilization Fund will be made from the Revenue Fund as needed.

Allowable Uses

Withdrawals from the Water and Sewer System Environmental Stabilization Fund are limited to environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Non-Fuel Purchased Power (NFPP) Stabilization Fund

Target Balance

There is no required minimum balance. The objective is to assist in the timing of non-fuel purchased power expenses.

Funding and Authorization

Deposits to the NFPP Stabilization Fund are for amounts associated with any non-fuel purchased power. The Board will determine as part of the Budget approval process or periodically throughout the year the amount to include in rates that will be deposited into the NFPP Stabilization Fund.

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Allowable Uses

Withdrawals from the NFPP Stabilization Fund may be made to reimburse any non-fuel purchased power expenses at the discretion of CEO/Managing Director or designee.

Excess Funds

Funds collected in excess shall be used to fund future non-fuel purchased power expenses or be refunded to customers.

Health Self-Insurance Reserve

Target Balance

The target size of this reserve is based on regulatory requirements, market conditions and risk management experience, along with input from the Department of Insurance, the regulatory body responsible for oversight of all self-insurance health and medical plans.

The objective is to maintain appropriate reserves and to ensure the long-term viability of the organization and the sustainability of the self-insurance health programs. Rule 69O-149.053, Florida Administrative Code requires that JEA maintain a minimum surplus reserve of 60 days over and above the amount needed for the Plan's claim liability to cover costs associated with unexpected claims.

Funding and Authorization

JEA has established, from operating revenues, an internally designated "Health Self-Insurance Fund" to cover reserve requirements for its self-insurance health program. Reserve requirements will be reviewed and approved by the Board annually. The Board, as part of the Budget approval process, will approve amounts to be collected in rates that include both the current anticipated cost less amounts approved to be contributed by employees as well as amounts to maintain an adequate reserve for future costs.

Allowable Uses:

The amounts approved for recovery from the employees will be used to reduce the annual cost. Any costs in excess of revenues collected will be included in rates at the direction of the Board in a future period.

Excess Funds

Any amount over the required reserve requirement will be used to reduce future costs included in rates or will be refunded to the employee through premium holidays as approved by the Board.

VIII. Policy Exceptions

Any pricing activity determined to be in conflict with this Policy will be brought to the Board of Directors for review and approval prior to adoption and resulting metrics will be reported on an annual basis within the long term financial planning.

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IX. Effective Date

This Pricing Policy became effective October 1, 2005 (originally called “Pricing Philosophy”). This revision will become effective on the date on which it is adopted by the full Board effective October 1, 2022.

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Pricing Policy

I. Scope

This Pricing Policy is intended to provide broad guidance and to facilitate the management, control and oversight of JEA's pricing structure. Its primary goal is to establish revenue requirements to fully recover the costs necessary to operate and maintain the utility, consistent with its mission, through fair and equitable pricing. This includes sufficient revenue for required transfers to the City, depreciation expense, and balance sheet liquidity. The total revenue requirement of each system must be sufficient to ensure the financial integrity of the ~~utility, including recovery of debt service, sufficient revenue to meet renewal and replacement fund requirements, and maintenance of~~ utility using depreciation expense and rate of return to maintain key financial metrics. It recognizes the operational challenges of managing dynamic businesses with major cost drivers such as significant regulatory reform~~,~~ as well as fuel ~~and debt service,~~ which are dependent on global market conditions. The Pricing Policy contains the guiding parameters that JEA utilizes to develop its financial reporting, ratemaking, budget, and financial projections.

The Board is JEA's independent body responsible for setting rates. As part of this responsibility, the Board acknowledges that the rate setting policy and practices utilized will govern JEA's accounting under current generally accepted accounting principles, meaning that rate actions by the Board will impact when certain costs and revenues are recognized for financial statement purposes. This policy formalizes the rate philosophy utilized in prior years and codifies policy changes required for the implementation of regulatory accounting beginning with FY2015, including the change in rate setting methodology from Cash Basis to Utility Basis.

II. Goal and Objectives

JEA's pricing shall be managed with an overall philosophy to provide advantages of a community-owned utility by delivering high quality, reliable and exceptional service at fair and competitive rates. JEA will exhaust all other net revenue improvement opportunities before recommending any price increases. JEA will develop a price structure that is based on cost of service and allocates costs to appropriate customer classes based on the cost to serve each class. Pricing shall be sufficient, predictable, consistent, understandable, fair, equitable, non-discriminatory and relatively easy to administer. A comprehensive cost of service study will be performed at a minimum of every five years to support that the rates charged by class are based on cost.

III. Responsibility for Pricing Policy

The overall Pricing Policy is approved by the JEA Board of Directors and implemented by the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff. Annually, the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and staff ~~during the development of the Five Year Financial Projection that is provided to the credit rating agencies, the CEO, Chief Operating Officer (COO),~~

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~~CFO, Chief Customer Officer (CCO), Vice President/General Manager Water Wastewater Systems, and Vice President/General Manager Electric~~

IV. Authorization

The JEA Board of Directors is independent from JEA management and has the power to fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend the same from time to time.

Although JEA is a non-jurisdictional entity, Tariffs approved by the Board of Directors are filed with the Public Service Commission for information and review. The Florida Public Service Commission (FPSC) does not regulate the revenue requirement of municipal utilities, yet pursuant to Section 366.04 (2), Florida Statues, the FPSC has jurisdiction to review a rate structure for municipal utilities.

V. Electric System

Revenue requirements and rate design for the Electric System shall be constructed in ~~three~~ two major categories: Base Rate~~,~~ and Fuel Charge~~, and Environmental Charge.~~.

Base Rate

Structure

The Base Rate will be structured with two major components: a fixed monthly charge and consumption charges. The fixed charge is billed as a "Basic Monthly Charge" and the consumption charges are billed as "Energy Charge," ~~"Residential Conservation Charge," "~~*Demand Charge*," and "*Excess kVar Charge*." (Italicized charges apply to commercial or industrial customers only, and do not appear on typical residential bills.) Revenue requirements and rates will be set using a rate of return as well as using depreciation expense as the capital recovery estimate ~~but must also~~to ensure the financial integrity of the Electric System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 2.2x, (with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.5x)
- A minimum annual fixed charge coverage ratio of 1.6x
- A minimum of 150 to 250 days of liquidity
- A long term objective~~Continue to move towards a maximum~~ debt to asset ratio of ~~60~~50%
- Maintain stabilization funds as detailed in the "Stabilization Funds" section

Staff plans to phase in higher fixed components of base rates over time, utilizing widely accepted principles and practices to better reflect the fixed components of JEA's electric system cost structure.

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, ~~capital required~~and rate of return to maintain the system, the

necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of ~~the Five Year Projection (as outlined in the "Five Year Projection" section)~~long term financial planning. Recurring capital will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

Gains realized from coordinated dispatch agreements will be allocated to base revenue, unless otherwise directed by the Board.

Fuel Charge

Structure

The Fuel Charge will be structured for full recovery of actual energy expenditures including direct fuel expenses, fuel procurement, fuel handling, residual disposal expense, less any proceeds from the sale of residuals, byproduct expenses directly utilized in managing the facilities used to prepare the byproduct for its final disposition, fuel hedging activities including gains and losses on settlement of fuel hedges, power purchase energy charges such as fuel, and renewable energy that is not considered generation available for JEA's current capacity plans.

The Fuel Charge structure shall also include recovery of prior positive or negative variances.

Pricing

The Fuel Charge will be set monthly. The Charge is based on the energy cost projection for the billing month to fully recover all expected fuel-related costs. Typically, ~~A~~any variance will be trued-up in the subsequent billing month. Should forecasted energy costs result in a Fuel Charge adjustment of greater than 20% or other certain circumstances should arise as determined by the CEO/Manager Director or designee, recovery of the true-up may be extended over a period of time ~~as determined by the CEO/Managing Director or designee~~.

Fuel and energy expenses not recovered by revenue within the month will be paid from unrestricted funds and result in a regulatory asset. Revenues in excess of fuel and energy expenses will result in a regulatory liability. Each month, management shall report the total fuel revenues, expenses and the resulting surplus or deficit. All authorized fuel-related costs shall be recovered through the Fuel Charge and funds collected in excess of authorized fuel-related costs shall be used to fund future fuel expenses or be refunded to customers.

~~Should funds be available in the legacy Fuel Stabilization Fund during the transition from an annual Fuel Charge adjustment to a monthly Fuel Charge~~

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~~adjustment, the funds will be utilized to mitigate Fuel Charge increases to the customer until the fund is depleted.~~

Legacy Charges

The Residential Conservation charge & Environmental charge will be phased out, so that the Customer Benefit Programs & Environmental projects will be supported by various funding sources.

~~Environmental Charge~~

~~Structure~~

~~The Environmental Charge is applied to all kWh consumption and structured to provide funding for major specific environmental and regulatory program needs.~~

~~Pricing~~

~~The Environmental Charge is designed to recover from customers costs of environmental remediation, environmental projects and compliance with new and existing environmental regulations, excluding the amount already collected in the Environmental Liability Reserve. Applicable use of funds is described in the "Stabilization Funds" section.~~

~~Annually the Board will review and approve the operating, maintenance and capital costs of projects to be included in determining the Environmental Charge for that year. For capital projects funded from sources other than the environmental charge revenues, the Board will determine an appropriate method including recovery period for including these costs in the determination of the Environmental Charge. The revenues collected will be used to reimburse the fund that provided the original funding. Methods used for recovery can include amortization over a relatively short period of time, depreciation expense and related carrying charge of the related asset or other reasonable methods.~~

~~Any revenues collected in excess of costs in any period will be used to fund operating and capital costs of approved projects in the future.~~

~~The amounts collected from the Environmental Charge will be accounted for in the Electric System Environmental Stabilization Fund. Amounts collected for future environmental capital projects are transferred from the Electric System Environmental Rate Stabilization Fund to the Environmental Capital Fund.~~

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Water and Sewer System

Revenue requirements and rate design for the Water and Sewer System shall be constructed in the ~~two major categories:~~ Base Rate ~~and Environmental Charge~~.

Base Rate

Structure

~~Revenue and rate design~~The Base Rate for the Water and Sewer System shall be constructed in two major categories: monthly charges and initial charges, including capacity fees and ~~main~~ line extension ~~fees~~charges. Standard monthly charges will include two primary components: A fixed monthly charge and volume charges based on customer usage. The fixed charge is billed as a "Basic Monthly Charge" and the volume charges are billed as "Water Consumption Charges" and "Sewer Usage Charges".

Revenue requirements and rates will be using a rate of return as well as ~~set~~ using depreciation expense as the capital recovery estimate ~~but must also~~to ensure the financial integrity of the Water and Sewer System by achieving the following objectives:

- A minimum annual total debt service coverage ratio of 1.8x, with a long-term goal of consistently achieving a minimum annual total debt service coverage ratio of 2.0x
- A minimum of 100 days of liquidity
- A long-term objective of a maximum debt to asset ratio of 50%
- Maintain stabilization funds in the "Stabilization Funds" section

Pricing

The Base Rate will recover expenditures necessary to operate and maintain the system, depreciation expense, and rate of return ~~capital required~~ to maintain the system, the necessary contribution to the City, any special charges for programs adopted by JEA and approved by the Board, and additional revenues required to maintain the financial integrity of the System.

Staff will review with the Board of Directors the Base revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning~~the Five Year Projection (as outlined in the "Five Year Projection" section)~~. Recurring capital ~~not recovered via the Environmental Charge~~ will be recovered from revenues each year. Non-recurring or unanticipated (i.e., storm damage or major equipment failure) costs will be evaluated by management to determine the best source of capital funding. This can include absorbing the cost in the current year budget or the inclusion of cost in future rates over a period of time with funding of the cost from debt or reserves. Authorization from the Board to recover non-recurring capital over a future period of time may constitute an asset on JEA's balance sheet.

The annual principal repayment requirements and contributions to the Renewal and Replacement Fund will be added to the non-capacity capital expenditure amount with the amount in excess of the annual depreciation expense included as an additional cost in setting rates. Capacity fee revenue will be used as an additional source of revenue in determining annual revenue requirements.

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Capacity fees to recover water, sewer and reclaimed water treatment facilities investment are established to recover 100% of the cost, including materials, of performing these services. These fees will be reviewed and if necessary, adjusted at least every three years. Capacity fees to recover the cost of off-site water and sewer line extensions shall be established to recover:

- 75% master plan main extension attributed to general system growth, assessed on a per connection basis; and
- 100% main extension attributed to specific development, assessed to the developer in accordance with JEA's development policy.

On-site line extensions ~~have been and will remain~~are the financial responsibility of the developer, builder, homeowner or business and shall be contributed to JEA at no charge to own, operate and maintain. JEA W/WW Cost Participation policy may provide opportunities for financial assistance.

Tap and meter fees will be established to recover 100% of the cost, including materials, of performing tap and meter services. These fees will be reviewed and, if necessary, adjusted at least every three years.

Staff will review with the Board of Directors the revenue and capital funding plans during both the annual budget cycle and the discussions of long term financial planning.~~Five Year Projection/Rating Agency cycle.~~

Legacy Charges

Environmental charge will be phased out so that Environmental projects will be supported by various funding sources.

~~Environmental Charge~~

~~Structure~~

~~The Environmental Charge is applied to all kgal sales and structured to provide funding for major specific environmental and regulatory program needs.~~

~~Pricing~~

~~The Environmental Charge is designed to recover from customers costs of environmental remediation, environmental projects and compliance with new and existing environmental regulations. Applicable use of funds is described in the "Stabilization Funds" section.~~

~~Annually the Board will review and approve the operating, maintenance and capital costs of projects to be included in determining the Environmental Charge for that year. For capital projects funded from sources other than the environmental charge revenues, the Board will determine an appropriate method including recovery period for including these costs in the determination of the Environmental Charge. The revenues collected will be used to reimburse the fund that provided the original funding. Methods used for recovery can include amortization over a relatively short period of time, depreciation expense and related carrying charge of the related asset or other reasonable methods.~~

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~~Any revenues collected in excess of costs in any period will be used to fund operating and capital costs of approved projects in the future.~~

~~The amounts collected from the Environmental Charge will be accounted for in the Water and Sewer System Environmental Stabilization Fund. Amounts collected for future environmental capital projects are transferred from the Water and Sewer System Environmental Rate Stabilization Fund to the Environmental Capital Fund.~~

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~~**Five Year Projection**~~

~~Staff will prepare a Five Year Projection annually that will be presented to Board of Directors and Rating Agencies. The Five Year Projection will address the status of the current pricing and forecasted cost based revenue requirements.~~

~~The annual budgeting process will be used to project the cost-based revenue requirements and suggested pricing for the next fiscal year. Thereafter, factors to be considered in the projections include:~~

- ~~Required revenue and resulting rates~~
- ~~The forecast of unit sales~~
- ~~Projected fuel and purchased power costs~~
- ~~Projected non-fuel purchased power costs~~
- ~~Projected operating and maintenance costs~~
- ~~Contribution to the City General Fund~~
- ~~Renewal and Replacement Deposit~~
- ~~Amortization of regulatory assets and liabilities including gains and losses on debt refinancing, debt issue costs and other items approved by the Board~~
- ~~Desired level of operating capital outlay~~
- ~~Projected depreciation expense~~
- ~~Desired debt service coverage, liquidity, and debt to asset levels consistent with a highly rated electric and water and sewer utilities~~
- ~~Analysis of costs and revenue of any special charges for programs adopted by JEA and approved by the Board~~

~~XXXIX.~~VII. Stabilization Funds

The Board authorizes the funding and utilization of certain Stabilization Funds within each of the Electric and Water and Sewer Systems. Deposits and withdrawals will be made into each of the funds as specifically described below, and are governed by both this Pricing Policy and JEA's Bond Resolutions. The Stabilization Funds described below have a specific funding source which is approved by the Board, and the uses of funds ~~which~~ are also approved by the Board. Any excess amounts remaining after the funding target is met and expenses are paid are refunded back to customers.

Customer Benefit Stabilization Fund

Funding and Authorization

As the ~~Deposits to the Customer Benefit Stabilization Fund are made for amounts representing the~~ Residential Conservation Charge is being discontinued, no additional funding will be added. ~~to the customer ($0.01 per kWh over 2,750 kWh) and the Customer Benefit Revenue Allocation (up to $0.50 per 1,000 kWh) during the course of the fiscal year. The Residential Conservation Charge revenues are direct collections from customers based on sales. The Customer Benefit Revenue Allocation is approved by the Board in connection with the annual Budget process.~~

Allowable Uses

Withdrawals from the Customer Benefit Stabilization Fund are limited to amounts representing charges to the applicable "Customer Benefit" ~~expense types~~cost centers, which represent Customer Benefit programs approved annually by the

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Board. Once the fund has been depleted, it will be discontinued. ~~Amounts withdrawn from the Customer Benefit Stabilization Fund will first be funded by the Residential Conservation Charge ($0.01 per kWh over 2,750 kWh) and the remaining funded by the Customer Benefit Revenue Allocation (up to $0.50 per 1,000 kWh). Any costs not recovered in the current year will be collected in future years through the Residential Conservation Charge and the Customer Benefit Revenue Allocation.~~

Excess Funds

Funds collected in excess of the approved Customer Benefit programs shall be used to fund future program expenses or be refunded to customers.

Electric System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Electric System Environmental Stabilization Fund will be made from the Revenue Fund as needed. ~~are made for amounts collected from the Environmental Charge to the customer. The Environmental Charge will be set each year to recover the costs of approved projects. Any shortfalls will be included as a cost in determining the Environmental Charge.~~

Allowable Uses

Withdrawals from the Electric System Environmental Stabilization Fund are limited to ~~potential~~ environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.~~, and may include initiatives such as the cost of acquisition of renewable energy capacity. Costs directly required to operate and maintain the environmentally driven or regulatory required assets can also be funded from this revenue source.~~

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Water and Sewer System Environmental Stabilization Fund

Funding and Authorization

Deposits to the Water and Sewer System Environmental Stabilization Fund will be made from the Revenue Fund as needed. ~~are made for amounts collected from the Environmental Charge to the customer. The Environmental Charge will be set each year to recover the costs of approved projects. Any shortfalls will be included as a cost in determining the Environmental Charge.~~

Allowable Uses

October 2022

Withdrawals from the Water and Sewer System Environmental Stabilization Fund are limited to ~~major~~ environmental expenditures approved by the Board prior to fiscal year 2023. If the withdrawals exceed the balance in the fund, deposits will be made from the Revenue Fund to reimburse the Stabilization Fund until those projects are complete.~~and regulatory program needs. Capital costs include those costs associated with specific environmental or regulatory requirements. Costs directly required to operate and maintain the environmentally driven or regulatory required assets can also be funded from this revenue source. The Environmental Charge revenue may also be used for JEA's cost participation with the City of Jacksonville septic tank phase out program, including a waiver of sewer and main extension fees, or for well mitigation. Additionally, the~~

~~Environmental Charge revenue may be used for Customer Benefit programs supporting the Consumptive Use Permit objective to reduce JEA's demand on the Florida Aquifer.~~

Excess Funds

Funds collected in excess shall be used to fund future environmental expenses or be refunded to customers.

Non-Fuel Purchased Power (NFPP) Stabilization Fund

Target Balance

~~Initially, the total projected principal payments incurred by MEAG for the Vogtle Units 3 and 4 Purchased Power Agreement prior to the operating date of each unit.~~There is n~~N~~o required minimum balance. ~~The~~ objective is to assist in the timing of non-fuel purchased power expenses.

Funding and Authorization

Deposits to the NFPP Stabilization Fund are for amounts associated with any non-fuel purchased power. The Board will determine as part of the Budget approval process or periodically throughout the year the amount to include in rates that will be deposited into the NFPP Stabilization Fund.

Allowable Uses

Withdrawals from the NFPP Stabilization Fund ~~can~~may be made ~~are~~ to reimburse any non-fuel purchased power expenses ~~associated with Plant~~ at the discretion of CEO/Managing Director or designee.

Excess Funds

Funds collected in excess shall be used to fund future non-fuel purchased power expenses or be refunded to customers.

October 2022

Health Self-Insurance Reserve

Target Balance

The target size of this reserve is based on regulatory requirements, market conditions and risk management experience, along with input from the Department of Insurance, the regulatory body responsible for oversight of all self-insurance health and medical plans.

The objective is to maintain appropriate reserves and to ensure the long-term viability of the organization and the sustainability of the self-insurance health programs. Rule 69O-149.053, Florida Administrative Code requires that JEA maintain a minimum surplus reserve of 60 days over and above the amount needed for the Plan's claim liability to cover costs associated with unexpected claims.

Funding and Authorization

JEA has established, from operating revenues, an internally designated "Health Self-Insurance Fund" to cover reserve requirements for its self-insurance health program. Reserve requirements will be reviewed and approved by the Board annually. The Board, as part of the Budget approval process, will approve amounts to be collected in rates that include both the current anticipated cost less amounts approved to be contributed by employees as well as amounts to maintain an adequate reserve for future costs.

Allowable Uses:

The amounts approved for recovery from the employees will be used to reduce the annual cost. Any costs in excess of revenues collected will be included in rates at the direction of the Board in a future period.

Excess Funds

Any amount over the required reserve requirement will be used to reduce future costs included in rates or will be refunded to the employee through premium holidays as approved by the Board.

~~XLII.~~VIII. Policy Exceptions

Any pricing activity determined to be in conflict with this Policy will be brought to the Board of Directors for review and approval prior to ~~adoption, and~~adoption and resulting metrics will be reported on an annual basis within the ~~Five Year Projection~~long term financial planning.

October 2022

~~XLIII.~~IX. Effective Date

This Pricing Policy became effective October 1, 2005 (originally called "Pricing Philosophy"). This revision will become effective on the date on which it is adopted by the full Board effective ~~November~~ ~~August~~ October 1, 202~~1~~2.

October 2022

JEA
TREASURY SERVICES
INVESTMENT POLICY
AS OF JANUARY 28, 2020

1.0 SCOPE

The statement of investment policy and guidelines applies to funds under control of JEA in excess of those required to meet short-term expenses.

This investment policy applies to financial assets including funds related to the issuance of debt by JEA, including the Electric System, the Water and Sewer System, St. Johns River Power Park (SJRPP), the Bulk Power Supply System, the District Energy System (DES), and any other entity created and approved by JEA's Board. Furthermore, this investment policy applies to customer deposit monies held by JEA. This policy shall not apply to investments of the SJRPP Employees' Retirement Plan or investments of the Other Post-Employment Benefits (OPEB) Trust, which are covered by separate investment policies or authorizing resolutions.

2.0 INVESTMENT OBJECTIVES

JEA's investment portfolio shall be managed with the primary objective of safety of capital. The investment strategy will provide sufficient liquidity to meet anticipated cash flow requirements.

JEA will strive to obtain the highest possible yields consistent with safety of capital, liquidity of the portfolio and prudent investment principles.

Investments are made with the intention of holding the securities to maturity. However, investments may be sold from time to time to meet cash flow requirements, for the purpose of restructuring the average duration of the portfolio and taking advantage of market opportunities to record capital gains.

3.0 PERFORMANCE MEASUREMENT

JEA seeks to optimize the return on investment within the constraints of safety and liquidity. The investment portfolio shall be designed to attain a market yield consistent with the investment risk, maturity and liquidity constraints as discussed in this policy. A benchmark index will be used to evaluate the performance of the portfolio and the index will be periodically reviewed by the Chief Financial Officer to determine its appropriateness and to recommend changes as needed.

4.0 PRUDENCE AND ETHICAL STANDARDS

The standard of prudence to be applied by JEA shall be the "Prudent Person" rule, which states: "Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment." The "Prudent Person" rule shall be applied in the context of managing the overall portfolio.

Employees of JEA involved in the investment process shall not transact personal business activity that could or could appear to conflict with State Statutes, City Ordinances, JEA Management Directives, proper execution of the investment program or which could impair their ability to make impartial investment decisions.

5.0 AUTHORIZED INVESTMENTS

Refer to Exhibits I through V for a complete listing of the "Authorized Investments". The bond resolutions for the Electric System, the Water and Sewer System and for DES allow any investment that is permitted by Florida law. Further, the Florida statutes provide that authorized investments include those that have been authorized by a resolution of the entity, e.g. a Board resolution. Thus, the JEA Board can amend the list of Authorized Investments for the Electric System, the Water and Sewer System, and for DES. The Authorized Investments for the other JEA systems are specifically listed in their respective bond resolutions and thus can only be changed by a change in the resolution.

Money market funds are specifically included in the list of Authorized Investments for the Electric System, the Water and Sewer System, and DES. However, the term "money market funds" is not specifically noted in the list of Authorized Investments for the SJRPP Second Bond Resolution or the Bulk Power Supply System. The listings for those systems include as Authorized Investments the shares of an investment company organized under the Investment Company Act of 1940, as amended. Money market funds which are organized and registered under the Investment Company Act of 1940, as amended, fall under this definition and are thus included as eligible investments. For all JEA systems, money market funds must be rated AAA by Standard and Poor's or Aaa by Moody's Investors Service.

JEA does not speculate on the future movement of interest rates and is not permitted to utilize reverse repurchase agreements or other forms of debt leverage in the management of its investment portfolio. Floating rate notes, inflation-indexed notes, and other adjustable rate securities are permitted types of securities. Inverse floaters, however, are prohibited.

JEA is permitted to use interest rate swap agreements for asset/liability management. For its assets, JEA utilizes interest rate swaps in a 100% asset matched strategy with JEA's revolving fund balances. JEA is also permitted to engage in the practice of securities

lending, whereby a fee is paid to JEA in exchange for lending securities that are fully collateralized by securities listed as Authorized Investments. JEA's investment professionals have developed sufficient understanding of the investment vehicles listed above and have the expertise to manage them.

6.0 MATURITY AND LIQUIDITY REQUIREMENTS

The investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow requirements.

Additionally, maturity limitations for funds related to the issuance of debt are outlined in the Bond Resolution relating to those bond issues.

7.0 PORTFOLIO COMPOSITION

The investment portfolio may be structured to have limits on certain types of securities, issuers, and maturities. Refer to Table 1 for specific limitations.

Investments in commercial paper, certificates of deposit or bankers acceptances shall have the following restrictions: Nine months maximum maturity, $12,500,000 limit per issuer, and limited to 25% of the entire portfolio (including money market and repurchase agreements). Exceeding the 25% limit is permitted when including investments for the debt service sinking funds and escrows relating to the economic defeasance of debt. In addition, commercial paper must be rated in the highest whole rating category (i.e. A-1 by Standard and Poor's, P-1 by Moody's Investors Service or F1 by Fitch) by at least 2 nationally recognized rating agencies and be issued by a Fortune 500 company, a Fortune Global 500 company with significant operations in the U.S. (in U.S. dollar-denominated securities), or the governments of Canada or Canadian provinces (in U.S. dollar-denominated securities). The ratings outlook for the commercial paper must be positive or stable at the time of the investment.

8.0 RISK AND DIVERSIFICATION

Assets held shall be diversified to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies shall be reviewed and revised periodically as necessary by the appropriate management staff. A diversity of treasury and agency issues shall be maintained to avoid a concentration in any one issue or maturity. Refer to Table 1 for detailed investment limitations. Such limitations will be periodically reviewed by the Chief Financial Officer to determine their appropriateness and to recommend changes as needed.

9.0 AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

JEA shall only execute US Treasury and Agency investment transactions and repurchase agreements with primary securities dealers as designated by the Federal Reserve Bank of New York and commercial banks within JEA's geographical service area who are member banks of the Federal Reserve System and have capital stock, surplus and undivided earnings aggregating at least $25,000,000 and have a rating on short-term bank deposits of at least P-1 by Moody's Investors Service. Commercial paper transactions, CDs and BAs can be executed with primary securities dealers and firms considered to be "Direct Issuers". Municipal securities transactions can be executed with primary securities dealers or municipal securities firms having a significant presence in Florida or firms owning a specific JEA bond issue and only on a delivery versus payment basis. Investment Agreements can be purchased directly from the issuing insurance company or financial institution. Money market mutual funds can be purchased from commercial banks meeting the requirements discussed above, from primary dealers, or directly from the money market mutual fund. All other investments can only be purchased from primary dealers.

10.0 THIRD-PARTY CUSTODIAL AGREEMENTS

All securities purchased by, and all collateral obtained by, JEA under this section shall be properly designated as an asset of JEA and held in safekeeping by a third party custodial bank or other third party custodial institution, except as noted below.

All securities purchased and sold by JEA under this section shall be executed using the "delivery versus payment procedure." Collateral requirements for Repurchase Agreements and Securities Lending Agreements will be contained in the Master Repurchase Agreement/Custodial Undertaking and Securities Lending Agreement, respectively, executed between JEA and the broker/dealer or bank.

The safekeeping institution shall issue a safekeeping receipt to JEA listing the specific instrument, par value, rate, maturity and any other pertinent information. In the case of securities purchased or sold, the "confirmation" received from the dealer or safekeeping institution should be attached to the internally generated trade ticket. In the case of repurchase agreements, collateral safekeeping receipts should be compared on a daily basis to ensure compliance with collateral requirements and investment limitations.

No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of JEA.

An exception to third party custody of assets would be the safekeeping of collateral for repurchase agreements entered into between JEA and its primary bank for the purpose of conducting day to day cash management functions. Collateral will be held by that bank but not in JEA's name. The bank will issue a safekeeping receipt indicating the collateral pledged to JEA.

11.0 MASTER REPURCHASE AGREEMENT

JEA shall require all institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement that is signed by both parties. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

Repurchase Agreements can only be entered into with authorized investment institutions and dealers as defined in Section 9.0 of this policy. In addition, all repurchase agreements must adhere to the provisions as defined in Section 5.0 of this policy relating to Authorized Investments and Section 10.0 of this policy regarding third-party custodial agreements. Collateral requirements must adhere to those outlined in the appropriate bond resolution. Tri Party Repurchase Agreements are preferred to "conventional" (delivery of collateral versus wire transfer of the amount invested) Repurchase Agreements due to significant cost savings derived from safekeeping the collateral at the same custodian utilized by the dealer. Due to the costs associated with transferring Repurchase Agreements on a daily basis, the interest rate paid to JEA will be compared on a daily basis to the market (using Bloomberg or a similar source) and when appropriate, the Repurchase Agreement will be re-executed with a different institution based on the rate comparison.

12.0 BID REQUIREMENT

Staff shall determine the approximate maturity date based on cash flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate.

Competitive bids or offerings shall be obtained from at least three dealers on all sales or purchases except in situations where:

a. the security involved is a "new issue" and/or can be purchased "at the auction";

b. the security involved has a fixed, "posted scale" rate;

c. the security involved is available through direct issue, private placement (e.g., direct issue commercial paper);

d. the security involved is of particular special interest to JEA (e.g. Florida General Obligation bonds or other municipal bonds) and dealer competition could have an adverse impact with respect to the price and/or availability of the security to JEA;

e. a dealer or institution brings to JEA an unsolicited swap proposal deemed advantageous to JEA.

Although direct investments in equity securities are not Authorized Investments, such securities are received by JEA from time to time as payment for customer liabilities in lieu

of the receipt of cash. Competitive bids are not required on the sale of such securities in order that the sale may take place in an expeditious manner.

The requirement for competitive bids does not apply to JEA purchases of JEA bonds in the secondary market, or to investments in money market mutual funds, the State of Florida Local Government Surplus Funds Trust Fund ("Florida Prime"), or intergovernmental investment pools. Money market funds shall be rated AAA by Standard and Poor's or Aaa by Moody's Investors Service and will be selected on the basis of a fund's yield, ranking versus peers, expenses, portfolio composition, assets under management, etc. Investments in money market mutual funds or in Florida Prime or an intergovernmental pool will be reviewed on a periodic basis for appropriateness.

13.0 INTERNAL CONTROLS

The Chief Financial Officer and/or the Treasurer will maintain a system of internal controls, which will be documented in writing and made part of operational procedures in Treasury Services. The internal controls will be reviewed by independent auditors as part of any financial audit periodically required of JEA.

The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of JEA.

14.0 REPORTING

Treasury Services shall generate monthly reports for management purposes. The reports shall include securities in the portfolio by class or type, book value, and yield earned during the period. Market values are reported quarterly in JEA's financial statements. Treasury Services shall provide other such reports and information as deemed reasonable, upon request, from other internal and external sources.

15.0 CONTINUING EDUCATION

JEA staff responsible for making investment decisions must annually complete 8 hours of continuing education in subjects of study related to investment practices and products. This requirement can be met through a variety of methods including, but not limited to, seminars, conferences, college courses, and CPA continuing education.

16.0 AUDITS

Certified public accountants conducting audits of JEA pursuant to section 218.39, Florida Statutes, shall report, as part of the audit, whether or not JEA has complied with this section 218.415, Florida Statutes.

17.0 SALE OF SECURITIES

When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, JEA may sell such investments at the "market" and place the proceeds in the proper account or fund.

18.0 AUTHORIZATIONS

JEA investment accounts may be opened or continued at registered broker/dealers or banks. The Managing Director and Chief Executive Officer (CEO), or his designee, is authorized to open such accounts and to 1) purchase and sell authorized investments and to 2) sell securities received as payment for customer liabilities in lieu of the receipt of cash. A detailed listing of individuals in authorized positions and their specific authorities and signatures will be maintained in an "Authorization for the Opening and Continuing of Certain Investment Accounts and Signatories Therefor."

19.0 PRIORITY OF DOCUMENTS

This JEA Investment Policy shall be the governing document when conflicting or otherwise inconsistent with the JEA Procurement Code.

20.0 INVESTMENT POLICY APPROVAL

The authority to approve, modify, or amend this Investment Policy rests with the JEA Finance and Audit Committee and the JEA Board. The JEA Chief Financial Officer or Treasurer may submit recommendations for changes to the Investment Policy as deemed necessary.

EXHIBIT 1
JEA ELECTRIC SYSTEM AUTHORIZED INVESTMENTS

"Authorized Investments" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of JEA's funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by an agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iii) obligations of any state of the United States of America or any political subdivision thereof or an agency or instrumentality of any state or political subdivision, provided at the time of their purchase hereunder such obligations are rated in either of the two highest rating categories by two nationally recognized rating agencies;

(iv) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued and entered into by (i) an insurance company whose claim paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off. Right of assignment is permitted, if approved by JEA;

(v) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit or said State are pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(vi) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clause (i) and (iii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination by federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than $50,000,000;

(vii) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than $100,000,000, provided at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or national banking association (1) which bank, trust company or

national banking association's deposit obligations have been issued the highest possible rating (giving effect to any refinement or graduation of ratings by a numerical modifier or otherwise) by (x) Moody's Investors Service or (y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirement set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the FDIC or secured, to the extent not insured by the FDIC, by such securities as described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(viii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's Rating Group or their respective successors or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's Ratings Group or "F-1" by Fitch Investors Service and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(ix) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement relates to the sale and repurchase of any of the securities described in clauses (i) and (iii) above and which, in the judgement of JEA, conforms as to terms and conditions with the then prevailing prudent standards in the financial markets;

(x) shares of an investment company organized under the Investment Company Act of 1940, as amended, including money market mutual funds, which invests its assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated AAA if rated by Standard & Poor's Rating Group and or Aaa if rated by Moody's Investors Service;

(xi) interests in the State of Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01;

(xii) JEA Debt, which shall mean any bonds, notes or other obligations or evidences of indebtedness, as the case may be, (a) issued by JEA relating to the Electric System, SJRPP, Bulk Power Supply System, Water and Sewer System, DES or (b) issued by non-JEA entities secured by Contract Debts which shall be paid as a Cost of Operation and Maintenance of the Electric System, Water and Sewer System or DES, as defined in their respective bond resolutions; and

(xiii) Non-JEA Debt, which shall mean municipal debt that is not JEA Debt.

EXHIBIT II
SJRPP AUTHORIZED INVESTMENTS – SECOND BOND RESOLUTION

"Authorized Investments**"** shall mean and include each of the following securities, obligations and investments if and to the extent that at the time the same shall be legal for investment of JEA's funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which at the time of their purchase hereunder are rated "AAA" by Standard & Poor's and "Aaa" by Moody's Investors Service, if rated by both rating agencies, and, if rated by one such rating agency, shall have a rating of "AAA" or "Aaa" by Standard & Poor's or Moody's Investors Service, as the case may be;

(iii) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that at the time of their purchase hereunder such obligations are rated in either of the two highest whole rating categories by two nationally recognized rating agencies;

(iv) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State is pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(v) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clauses (i) and (ii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination of federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than $50,000,000;

(vi) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than $100,000,000; provided, that at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest whole rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or nationally recognized association (1) which bank, trust company or national banking association's deposit obligations have been issued the highest possible rating (giving effect to any refinement or graduation of ratings by a numerical or symbolic modifier or otherwise) by (X) Moody's Investors Service or Standard & Poor's

or (Y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirements set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the Federal Deposit Insurance Corporation or secured, to the extent not insured by the Federal Deposit Insurance Corporation, by such securities as are described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(vii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's, or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's or "F-1" by Fitch Ratings and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(viii) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve bank of New York, which agreement relates to the sale and repurchase of any one or more of the securities described in clauses (i) and (ii) above and which, in the judgment of JEA, conforms as to terms and conditions with then prevailing prudent standards in the financial markets;

(ix) shares of an investment company organized under the Investment Company Act of 1940, as amended (or successor provision of law), which invests in assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated "AA" or above if rated by Standard & Poor's and "Aa2" or above if rated by Moody's Investors Service;

(x) interests in the State of Florida Local Government Surplus Funds Trust Fund or other similar common trust fund for which such state, or a constitutional or statutory officer or agency thereof, shall be the custodian; and

(xi) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment of such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued or entered into by (i) an insurance company whose claims paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such

agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off.

EXHIBIT III
RESTATED AND AMENDED BULK POWER SUPPLY SYSTEM
AUTHORIZED INVESTMENTS

"Authorized Investments" shall mean and include each of the following securities, obligations and investments if and to the extent that at the time the same shall be legal for investment of JEA's funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which at the time of their purchase hereunder are rated "AAA" by Standard & Poor's and "Aaa" by Moody's Investors Service, if rated by both rating agencies, and, if rated by one such rating agency, shall have a rating of "AAA" or "Aaa" by Standard & Poor's or Moody's Investors Service, as the case may be;

(iii) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that at the time of their purchase hereunder such obligations are rated in either of the two highest whole rating categories by two nationally recognized rating agencies;

(iv) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State is pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(v) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clauses (i) and (ii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination of federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than $50,000,000;

(vi) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than $100,000,000; *provided*, that at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest whole rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or nationally recognized association (1) which bank, trust company or national banking association's deposit obligations have been issued the highest possible rating (giving effect to any refinement or graduation of ratings by a numerical or

symbolic modifier or otherwise) by (X) Moody's Investors Service or Standard & Poor's or (Y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirements set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the Federal Deposit Insurance Corporation or secured, to the extent not insured by the Federal Deposit Insurance Corporation, by such securities as are described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(vii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's, or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's or "F-1" by Fitch Ratings and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(viii) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve bank of New York, which agreement relates to the sale and repurchase of any one or more of the securities described in clauses (i) and (ii) above and which, in the judgment of JEA, conforms as to terms and conditions with then prevailing prudent standards in the financial markets;

(ix) shares of an investment company organized under the Investment Company Act of 1940, as amended (or successor provision of law), which invests in assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated "AA" or above if rated by Standard & Poor's and "Aa" or above if rated by Moody's Investors Service;

(x) interests in the State of Florida Local Government Surplus Funds Trust Fund or other similar common trust fund for which such state, or a constitutional or statutory officer or agency thereof, shall be the custodian; and

(xi) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment of such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued or entered into by (i) an insurance company whose claims paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such

agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off. Any such agreement or contract may provide that, with the approval of JEA, the insurance company or other financial institution may have the right to assign its obligations under any such agreement or contract to any other insurance company or other financial institution.

EXHIBIT IV
JEA WATER AND SEWER SYSTEM AUTHORIZED INVESTMENTS

"Authorized Investments" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of JEA's funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by an agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iii) obligations of any state of the United States of America or any political subdivision thereof or an agency or instrumentality of any state or political subdivision, provided at the time of their purchase hereunder such obligations are rated in either of the two highest rating categories by two nationally recognized rating agencies;

(iv) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued and entered into by (i) an insurance company whose claim paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off. Right of assignment is permitted, if approved by JEA

(v) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State are pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(vi) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clause (i) and (iii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination by federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than $50,000,000;

(vii) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than $100,000,000, provide at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or national banking association (1) which bank, trust company or

national banking association's deposit obligations have been issued the highest possible rating(giving effect to any refinement or graduation of ratings by a numerical modifier or otherwise) by (x) Moody's Investors Service or (y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirement set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the FDIC or secured, to the extent not insured by the FDIC, by such securities as described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(viii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's Rating Group or their respective successors or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's Ratings Group or "F-1" by Fitch Investors Service and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(ix) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement relates to the sale and repurchase of any of the securities described in clauses (i) and (iii) above and which, in the judgement of JEA, conforms as to terms and conditions with the then prevailing prudent standards in the financial markets;

(x) shares of an investment company organized under the Investment Company Act of 1940, as amended, including money market mutual funds, which invests its assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated AAA if rated by Standard & Poor's or Aaa if rated by Moody's Investors Service;

(xi) interests in the State of Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01;

(xii) JEA Debt, which shall mean any bonds, notes or other obligations or evidences of indebtedness, as the case may be, (a) issued by JEA relating to the Electric System, SJRPP, Bulk Power Supply System, Water and Sewer System, DES or (b) issued by non-JEA entities secured by Contract Debts which shall be paid as a Cost of Operation and Maintenance of the Electric System, Water and Sewer System or DES, as defined in their respective bond resolutions; and

(xiii) Non-JEA Debt, which shall mean municipal debt that is not JEA Debt.

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EXHIBIT V
JEA DES AUTHORIZED INVESTMENTS

"Authorized Investments" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of JEA's funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by an agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iii) obligations of any state of the United States of America or any political subdivision thereof or an agency or instrumentality of any state or political subdivision, provided at the time of their purchase hereunder such obligations are rated in either of the two highest rating categories by two nationally recognized rating agencies;

(iv) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued and entered into by (i) an insurance company whose claim paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off. Right of assignment is permitted, if approved by JEA;

(v) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State are pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(vi) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clause (i) and (iii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination by federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than $50,000,000;

(vii) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than $100,000,000, provide at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or national banking association (1) which bank, trust company or

national banking association's deposit obligations have been issued the highest possible rating(giving effect to any refinement or graduation of ratings by a numerical modifier or otherwise) by (x) Moody's Investors Service or (y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirement set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the FDIC or secured, to the extent not insured by the FDIC, by such securities as described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(viii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's or their respective successors or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's or "F-1" by Fitch Investors Service and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(ix) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement relates to the sale and repurchase of any of the securities described in clauses (i) and (iii) above and which, in the judgement of JEA, conforms as to terms and conditions with the then prevailing prudent standards in the financial markets;

(x) shares of an investment company organized under the Investment Company Act of 1940, as amended, including money market mutual funds, which invests its assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated AAA if rated by Standard & Poor's or Aaa if rated by Moody's Investors Service;

(xi) interests in the State of Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(xii) JEA Debt, which shall mean any bonds, notes or other obligations or evidences of indebtedness, as the case may be, (a) issued by JEA relating to the Electric System, SJRPP, Bulk Power Supply System, Water and Sewer System, DES or (b) issued by non-JEA entities secured by Contract Debts which shall be paid as a Cost of Operation and Maintenance of the Electric System, Water and Sewer System or DES, as defined in their respective bond resolutions; and

(xiii) Non-JEA Debt, which shall mean municipal debt that is not JEA Debt.

Table 1 – JEA Investment Limitations

Option	Allowable Range (% of total investments and/or $ amount)	Comments
Bank NOW Account	Up to 25%, except for 3/31 and 9/30	Federal or state insured financial institutions designated as Qualified Public Depositories by the State of Florida
Triparty Repo	Up to 15% with any one dealer; up to 25% in aggregate	102% collateral. Collateral can include Treasuries and/or Agencies and is held by a 3rd party custodian. Dealers rated AA by two rating agencies.
U.S. Treasuries or Treasury-only Money Market Funds	Up to 100%	Fund must be rated AAA or Aaa and registered with SEC.
U.S. Agencies (Fannie Mae, Federal Home Loan Bank, Freddie Mac, etc.)	Less than 35% in any one issuer and up to 75% in aggregate, including repo collateral	Electric/Water/DES: No ratings requirement Other Systems: AAA rated All Systems: Not backed by mortgage loans.
Commercial Paper	Up to 25% of portfolio; maximum of $12.5 million in any one issuer	Must be in Fortune 500/Global 500, or governments of Canada or Canadian provinces (U.S. dollar-denominated); rated at least A-1/P-1 with stable or positive outlook
Municipal Bonds	Up to 30% Non-JEA Debt; 50% including JEA Debt	Non-JEA Debt must be rated AA by two rating agencies
Government Agency Money Market Mutual Funds	Up to 10% in any one fund; up to 25% in aggregate	AAA or Aaa rating required. Registered with SEC.
Intergovernmental Investment Pool	Up to 20%	Authorized by Florida statutes. Includes Florida Prime Fund and PFM's Florida Education Income Trust Fund.

DEBT MANAGEMENT POLICY

Revised as of September 24, 2019

I. SCOPE

This Policy applies to all current and future debt and related hedging instruments issued by JEA for its Electric System, Water and Sewer System, District Energy System (DES), St. Johns River Power Park (SJRPP), Bulk Power Supply System (BPSS), and any other entity created and approved by JEA's Board. The Policy is intended to provide broad policy guidance and facilitate the management, control, and oversight of JEA's debt function facilitating ongoing access to the capital markets necessary to the funding of future capital projects.

II. GOAL/MISSION/OBJECTIVE

JEA's debt shall be managed with an overall philosophy of taking a long-term approach in borrowing funds at the lowest possible interest cost. To achieve this goal, JEA will continuously work towards developing the optimal capital structure, including the amounts and types of variable rate exposure, in view of JEA's risk tolerance to market fluctuations, capital market outlook, future capital funding needs, rating agency considerations, counterparty credit profiles, and competition.

The Debt Management Policy sets forth parameters and provides guidance regarding the following issues:

- Capital structure
- Credit ratings
- Compliance with tax regulations
- Management of floating interest rate risk
- Management of hedging instruments

The main goals of the Debt Management Policy are as follows:

- Maintain cost of capital consistent with other "AA" similarly rated municipal utilities
- Maintain steady credit ratings
- Establish and maintain reserve funds
- Reduce floating rate debt "put" risk
- Maintain diversification of debt

III. RESPONSIBILITY FOR POLICY

The overall Debt Management Policy is approved by the JEA Board and implemented by the Chief Financial Officer (CFO). An oversight committee, the Debt/Investment Strategy Committee (Committee) will meet semiannually to develop strategy and review the performance of the debt and investment portfolio in conjunction with this Policy. The members of the Committee are the Managing Director and Chief Executive Officer (CEO), CFO, Treasurer and Manager Cash and Investments.

JEA's Treasury Services group will develop procedures to implement and administer this Policy. In addition, Treasury Services will continuously apply process improvement methodologies to make improvements to the Debt Management processes.

IV. AUTHORIZATION

A. Debt Authorization

The overall amount of debt that JEA is allowed to issue for the electric system, SJRPP, the water and sewer system and DES is authorized by the JEA Board and by City Council ordinance on an as needed basis. Based on capital and related debt issuance financial forecast, the JEA Board typically approves the projected debt issuance limits for the next several years in conjunction with the next fiscal year's budget process.

The available amount of debt authorization outstanding is monitored by Treasury Services and is reported monthly to the Board as part of the monthly financial statements.

B. Authorizations for Debt-Related Hedging Instruments such as swaps and caps.

Resolutions approving the use of interest swap, cap, and related hedging instruments outlining, among other things, size and maturity restrictions, must be approved by the JEA Board prior to execution.

C. New Systems Authorization and Financing

This Policy will include debt issued pursuant to new system resolutions approved by the JEA Board and City Council. Debt authorization limits will be approved by a separate authorizing resolution approved by the JEA Board and City Council ordinance.

V. INVESTMENT STRUCTURE

JEA is authorized to invest available funds pursuant to an established Investment Policy approved by the Board on September 19, 2000, last amended March 26, 2019, Florida Statutes section 218.415 and the Electric, Water and Sewer, DES, SJRPP, and BPSS bond resolutions. The primary goals of the Investment Policy are to (1) provide safety of capital, (2) provide sufficient liquidity to meet anticipated cash flow requirements and (3) maximize investment yields while complying with the first two goals. The Investment Policy outlines the parameters on authorized investments, maturity and liquidity requirement limits, and procurement and safekeeping procedures.

JEA is authorized to utilize investment/asset-based "fixed to floating" swaps in order to take advantage of longer term investment yields as a hedge to the shorter yielding funds which are required to remain in short-term investments (i.e., debt service funds and operating funds).

The notional amount of swaps outstanding classified as investment/asset-based swaps is authorized by the Board under a separate resolution. JEA may not have outstanding a notional amount of investment/asset swaps which in aggregate is an amount greater than the amount of variable/short-term investable funds (100% hedged).

VI. ANNUAL PLAN OF FINANCE

As part of the annual budget presentation, a Plan of Finance will be submitted to the Board for information purposes. Such Plan of Finance will address at a minimum the amount of debt projected to be issued during the next fiscal year and whether such debt is senior or subordinated, fixed and/or variable and the possible use of hedging instruments.

A. The annual capital budgeting process will be used to project the amount of debt to be issued during the next five-year period. Factors to be considered in the final financial forecast are:

- The forecast of spending levels for capital projects.
- The availability of internal funds to pay for capital projects.
- Desired debt service coverage levels consistent with a highly rated electric and water and sewer utility.
- The additional bonds test calculation outlined in the respective senior and subordinated resolution of each system.

B. Senior vs. Subordinated Debt

The electric system and the water and sewer system each have a separate senior and subordinated bond resolution. The electric system senior resolution authorizes debt issued under its resolution to fund projects

relating to non-generation capital expenditures and the subordinated resolution authorizes debt issued under its resolution to fund projects relating to all categories of capital expenditures. This Policy will target debt issued under the subordinated resolution to fund generation capital expenditures.

The water and sewer senior and subordinated bond resolutions authorize debt to be issued under the respective resolution to fund projects relating to all categories of water and sewer related capital expenditures.

A second revenue bond resolution for SJRPP is being used to issue additional new money debt and any associated debt refunding transactions.

A restated and amended BPSS resolution authorizes Debt to be issued to fund new projects and refund related debt.

The DES resolution authorizes debt to fund projects and refund related debt.

C. Tax-exempt vs. Taxable

As a municipal utility, JEA is authorized to issue tax-exempt debt and must comply with appropriate tax regulations. JEA will endeavor at all times to issue tax-exempt debt. For certain transactions, due to tax regulations, it may be necessary or advantageous for JEA to issue taxable debt. Such prevailing circumstances may include excessive transferred proceeds, volume cap limitations, and private use restrictions. Treasury Services will monitor current tax regulations and utilize tax-exempt financing whenever possible.

D. Fixed vs. Variable Debt

Pursuant to this Policy, JEA will not exceed 30% of Net Variable Rate Debt to Total Debt and will not exceed 55% of Net Variable Rate Debt plus Net Fixed to Floating Interest Rate Swaps to Total Debt.

For purposes of this Policy, the above limits will be calculated with the following components:

- Net Variable Rate Debt equals Total Variable Rate Debt minus Net Variable Rate Assets.
- Net Variable Rate Assets equals Variable Rate Assets minus notional amount of investment/asset-matched interest rate swaps.
- Net Fixed to Floating Interest Rate Swaps shall be defined as the notional amount of fixed to floating swaps maturing in 10 years or less minus the notional amount of floating to fixed swaps maturing in 10 years or less outstanding on the last day of each month.

- Total Debt equals the par amount of fixed rate debt plus Total Variable Rate Debt.
- Total Variable Rate Debt equals hedged and unhedged variable rate debt.
- Variable Rate Assets are defined as investments maturing in less than one year.
- Unhedged Variable Rate Debt is defined as Total Variable Rate Debt outstanding less variable rate debt that is associated with a floating to fixed rate swap where the term of the swap matches the term of the variable rate debt.

The calculation of these percentages will be performed semiannually and reported to the Committee.

JEA's capital structure, comprised of fixed rate debt, variable rate debt, and debt-related hedging instruments such as interest rate swaps and caps, will be managed in conjunction with investment assets and investment-related hedging instruments to incorporate the natural occurrence of hedging impacts in those balance sheet categories. The goal of adopting a comprehensive investment and debt management strategy is to use each side of the balance sheet to mitigate or hedge cash flow risks posed by the other side of the balance sheet. For example, interest income for variable rate assets provides a natural offset to the interest expense of variable rate debt as interest rates increase or decrease. Therefore, in determining JEA's exposure risk to a changing interest rate environment, both components of the balance sheet will be analyzed and JEA's "net" exposure evaluated.

JEA will utilize a mix of fixed and variable rate debt to lower the overall cost of capital. Variable rate debt will generally be used as an efficient way to fund new construction requirements and as a permanent component of a long-term funding strategy. The amount of variable rate debt outstanding shall be based on any one or a combination of the following factors:

(1) Interest Rates

The absolute level of interest rates, the forecasted direction of interest rates and the shape of the yield curve are all factors in managing the amount of variable rate debt outstanding. If fixed rates are high relative to the current cycle of rates and the yield curve is steep, a higher percentage of net variable rate debt may be desirable. Conversely, if interest rates are low relative to the current cycle of rates and the yield curve is flat, a higher percentage of net fixed rate debt may be desirable.

(2) Capital Structure and Construction Funding

Given that JEA has a continuous capital program with projects beginning at various points in time and the lack of correlation between low interest rate environments and the need to begin a project, having a variable rate program will allow for “Just in Time” financing while providing for market timing flexibility. Additionally, variable rate debt adds flexibility for capital structure changes like accelerating the pay down of debt.

(3) Other Related Variable Rate Risks

JEA will take into consideration when determining the appropriate variable rate risk levels the potential exposure to variable rate risk on joint financing programs with the City of Jacksonville and other related agencies.

JEA’s strategies for responding to changes in short and long-term interest rates include the following actions:

- JEA may elect to lower the ratio of Net Variable Rate Debt to Total Debt when (a) long-term interest rates are at or near market lows compared to market-based indices for the last three to ten-year averages, (b) short to intermediate-range forecasts for long-term rates are predicting higher rates or (c) the ratio of Net Variable Rate Debt to Total Debt is or forecasted to be at the upper end of the allowable percentage. If such a determination is made to lower the ratio, the desired ranges for the ratios outlined in Section VI.D, above are 10% to 25% of Net Variable Rate Debt to Total Debt and 35% to 50% of Net Variable Rate Debt plus Net Fixed to Floating Interest Rate Swaps to Total Debt.

- JEA may elect to increase the ratio of Net Variable Rate Debt to Total Debt when (a) long-term interest rates are at or near market high levels compared to market based indices for the last three to ten year averages, or (b) short to intermediate-range forecasts for long-term rates are predicting lower rates or (c) the ratio of Net Variable Rate Debt to Total Debt is or forecasted to be at the lower end of the allowable percentage. If such a determination is made to increase the ratio, the desired ranges for the ratios outlined in Section VI.D above are 20% to 30% of Net Variable Rate Debt to Total Debt and 45% to 55% of Net Variable Rate Debt plus Net Fixed to Floating Interest Rate Swaps to Total Debt.

To assist in the decision making process, a forecast of interest rate volatility over the short and long terms and expected performance of various financial products (debt or hedging instruments) under various interest rate scenarios will be modeled on a periodic basis. In determining when to use

alternative financing arrangements including variable, fixed, and synthetic structures, the availability of internal and external technical expertise to properly manage risk will be evaluated along with ongoing administrative costs. These analyses will be reviewed at the regularly scheduled semiannual meetings by the Committee.

E. "Just in Time" Financing.

The cash flow forecast for budgeted capital projects is the main factor used in determining the appropriate timing of new money debt transactions. The goal is to issue new debt as outstanding debt proceeds are spent. However, the timing of debt transactions may also depend upon factors including:

- Desired debt service coverage levels
- Budget, financial statement and ratings impacts
- Annual Plan of Finance
- Interest rate environment

All of the above factors are considered prior to making the final determination of the most optimal time to issue new debt to fund capital projects.

F. Budget/Financial Forecast goals for debt service

In order to adequately project debt service for budget purposes and for official financial forecast/rating agency purposes, Treasury Services will develop interest rate assumptions using the following guidelines:

(1) Fixed Rate Debt

For the upcoming budget year, the budget assumption for interest rates for new incremental fixed rate debt will be (i) at a minimum, the average of the AA MMD index for comparable maturities for the most recent twelve months ending March 31, or (ii) management, at its discretion, can choose to utilize higher rates. Interest rate forecasts from JEA's underwriting team can be used as support for this determination. Forecasts for the fiscal years beyond the upcoming budget year will be based upon the budget interest rate assumption plus or minus based upon input from either forecasts received from investment bankers or from Bloomberg.

(2) Variable Rate Debt

For the upcoming budget year, the budget assumption for interest rates for outstanding and new incremental variable rate debt will be (i) at a minimum, the average of the SIFMA index for the most recent twelve months ended February 28, or (ii) higher rates selected at the Treasurer's discretion. Interest rate forecasts from JEA's

underwriting team or from Bloomberg can be used as support for this determination. Forecasts for the fiscal years beyond the coming budget year will be based upon the budget interest rate assumption plus or minus based upon input from either forecasts received from investment bankers or from Bloomberg.

(3) The interest rate assumptions may be adjusted based upon JEA's actual trading differential to the appropriate index during the most recent twelve months ended February 28.

(4) The projected fixed and variable interest rate assumptions will be provided by the Treasurer by February 28th of each year.

(5) Unless otherwise agreed upon by the CFO, debt service for new debt will be projected on a level basis.

G. Credit Ratings

JEA recognizes that strong credit ratings are necessary to ensure the lowest possible borrowing costs, which will factor into maintaining low rates for our customers. JEA's goal is to maintain a long-term senior unsecured "AA" category rating by each rating agency.

JEA will utilize the following municipal debt rating services: Fitch Ratings, Standard and Poor's, and Moody's Investors Service. Any changes, additions, or deletions to the list above will require approval of the CEO.

VII. FIXED RATE DEBT

A. Overview

Fixed rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond resolutions and tax regulations.

B. Type

JEA may issue any type of fixed rate debt as authorized by JEA's various bond resolutions and recommended by JEA's Financial Advisor. Some of the various types of debt authorized include, but are not limited to, serial and term bonds issued at par, discount or premium, capital appreciation bonds, and bullet bonds (e.g., refundable principal installments).

C. Maturity, Structure, and Call Provisions

Prudent debt management requires that there be a proper matching of the lives of the assets and the length of the debt used to finance such asset.

JEA will, at all times, structure the amortization and maturity of any fixed rate debt to comply with the appropriate tax regulations.

To provide the maximum amount of flexibility, JEA will utilize, for tax-exempt debt, five year but no longer than ten-year calls, at par, whenever possible. For taxable debt, JEA can utilize make whole call provisions at terms and conditions prevalent in the taxable bond market at the time of pricing. JEA staff along with the financial advisor and underwriter will assess the market at the time of pricing to determine its ability to issue bonds with such features while minimizing interest costs.

D. Providers

Under the Procurement Code, JEA is allowed to sell debt by either negotiated sale or competitive bid. The determination of the method is to be made prior to each financing.

If JEA selects the “negotiated sale” method, the underwriting team will be selected pursuant to the JEA Procurement Code. JEA shall require that a master underwriting agreement be entered into and signed by all parties at the end of the solicitation process and a separate bond purchase agreement with the senior underwriter(s) shall be approved by the JEA Board at each sale of debt, unless the Board has previously delegated such approval authority to the CEO.

If JEA selects the “competitive sale” method, determination of the winning bid will be based on the following methodology: (1) the “standard convention” as recommended by JEA’s Financial Advisor, (2) calculation utilized by the State Board of Administration or (3) the underwriting firm with the lowest True Interest Cost (TIC) proposal.

JEA will employ staff or an outside professional financial advisor, other than the underwriter, who is familiar with and abreast of the conditions of the municipal market, and is available to assist in structuring the issue, pricing, and monitoring of sales activities. JEA shall not use a firm to serve as both the financial advisor and underwriter. Selection of underwriters, financial advisors, bond counsel, and other necessary consultants involved in the debt transactions will be selected as outlined in the JEA Procurement Code.

E. Debt Service Reserves

A debt service reserve will be funded, maintained, and held for the benefit of bondholders as specified in the Supplemental Resolution authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from operations not be sufficient for such purpose in accordance with the appropriate bond resolution.

- The debt service reserve may be in the form of cash and/or investments funded from the proceeds of bonds and/or revenues from operations.
- If allowed by the resolution, a surety issued by a financial institution nationally recognized in the industry to issue such policies may be used in place of a cash-funded debt service reserve.
- If allowed under the respective bond resolution, any other form of financial instruments may be used in place of cash-funded or surety-funded debt service reserve, provided such financial instruments are issued by firms of nationally recognized standing.
- JEA will weigh the benefits of each method of funding the debt service reserve prior to each issue and will choose the method most beneficial to JEA based upon the facts and circumstances of each issue.

  A debt service reserve may also be maintained if, in the opinion of the underwriter, it is reasonably required to provide security for the payment of debt service with respect to JEA's bonds and is consistent with normal practice in respect of bonds of the same general type as those being issued by JEA. Selection of a surety provider or provider of any financial instrument acceptable to fund the debt service reserve requirement under the appropriate resolution will be pursuant to the JEA Procurement Code.

F. Bond Insurance

For each debt transaction, JEA will evaluate the economic benefit of using bond insurance. This analysis will incorporate the insurance benefits to the call date, to maturity date, and any intermediate date. If based on the analysis, JEA determines that bond insurance will add economic benefit to the transaction an insurance provider will be selected pursuant to the JEA Procurement Code. Financial institutions which insure bonds for investors of JEA must have, at the time the bonds are issued, a credit rating (if rated) not less than AA/Aa2/AA from Fitch Ratings, Moody's, and Standard & Poor's, respectively.

G. Approvals

The structure, maturity, and call provisions for each fixed rate financing must be approved in writing by the CFO on or prior to the date of pricing. The CFO has the responsibility to review the structure of each debt transaction with the CEO. Negotiation with the underwriter on negotiated bond transactions will be conducted by the Treasurer. Final transaction approval must be obtained from the Board; however, it may be in the form of a delegated authority.

H. Reporting and Compliance

A monthly report entitled “Schedule of Outstanding Indebtedness” will be provided to the Board that summarizes the principal amount, the range of interest rates and maturity dates of all outstanding debt.

JEA is committed to full and complete compliance with all applicable laws and regulations with respect to its debt. Because of the complexity of the tax regulations and the consequences of non-compliance, the advice of bond counsel and other qualified professionals will be sought whenever necessary. In carrying out its responsibility, JEA shall monitor and analyze the investments and use of bond proceeds and calculate the amount of arbitrage rebate liability due.

VIII. VARIABLE RATE DEBT INSTRUMENTS

A. Overview

Variable rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond resolutions and tax regulations.

JEA must adhere to the variable rate debt limits outlined in this Policy.

B. Type

JEA may issue any type of variable rate debt as authorized by JEA’s various bond resolutions and recommended by JEA’s Financial Advisor. Some of the various types of debt authorized include, but are not limited to, Commercial Paper, Variable Rate Demand Obligations, and Medium-Term Notes.

C. Management

On a periodic basis, Treasury Services will make decisions regarding any changes to the interest mode for variable rate demand obligations and desired maturities for commercial paper.

D. Maturity and Call Provisions

As with fixed rate debt, JEA will structure the maturity dates of the variable rate debt to match the lives of the assets being financed. JEA will, at all times, structure the amortization and maturity of any variable rate debt to comply with the appropriate tax regulations. For JEA commercial paper program, the maturity of a Commercial Paper Note shall not exceed 270 days and the term of a commercial paper program shall not exceed 30 years in order to stay within the current safe harbor rules to be treated as part of

a single issue. For variable rate debt with tender rights, the current safe harbor rules limit the maturity to no longer than 35 years.

E. Providers

Underwriters, remarketing agents or dealers of JEA's variable rate debt program will be selected pursuant to JEA's Procurement Code.

Banks providing Liquidity Facilities for variable rate debt shall be reviewed regularly with the Financial Advisor and minimum short-term ratings (if rated) established for these providers shall be F1, P1, A1 from the three rating agencies: Fitch Ratings, Moody's, and Standard & Poor's, respectively. The long-term credit rating should generally have a minimum rating equal to JEA's credit rating on the underlying debt.

If bond insurance is necessary for variable rate debt, the insurance provider will be selected pursuant to JEA's Procurement Code. Financial institutions which insure bonds for investors of JEA must have, at the time the bonds are issued, a short-term credit rating (if rated) of F1, P1, A1 and a long-term credit rating (if rated) not less than AA/Aa2/AA from Fitch Ratings, Moody's, and Standard & Poor's, respectively.

F. Approvals

The structure, maturity, and call provisions for each variable rate financing must be approved in writing by the CFO prior to the transaction. The CFO has the responsibility to review the structure of each debt transaction with the CEO. Final transaction approval must be obtained from the Board.

G. Compliance/Reporting Requirements

The amount of variable rate debt outstanding for JEA shall be included on the report entitled "Schedule of Outstanding Indebtedness" and will be reported to the Board monthly in conjunction with the monthly report of financial position of JEA. For variable rate debt, this report shall summarize the various types, maturities, and current rates of interest on each variable debt issue then outstanding.

A report shall be prepared semiannually for the Committee, showing the comparison of the monthly interest rates (including all fees) paid for each variable rate issue then outstanding, comparing each of these with the monthly average interest rate of LIBOR, SIFMA, and such other short-term variable interest rate indices, which may accurately reflect the existing variable interest rate market. This comparison will provide information on the most cost beneficial type and mode of variable rate debt for various periods of time. This information will be used as part of a recommendation on what type of variable rate debt will be issued in future periods or for changes to JEA's existing variable rate program.

JEA will monitor and report any arbitrage rebate liability due to the U.S. Treasury on bond proceeds from variable rate transactions.

IX. DEBT REFUNDING

A. Overview

The refunding of outstanding debt represents an opportunity for JEA to realize debt service savings. Refundings may allow JEA to restructure its existing debt portfolio to enable JEA to operate in a more competitive manner. Many of the policies and practices applicable to new money fixed and variable rate financings are applicable to debt refundings as well.

B. Management

Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refundings will be considered within federal tax law constraints. JEA and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings. Current tax regulations do not permit tax-exempt Advance Refunding transactions. There are no limitations with respect to a current refunding of bonds. The following guidelines should apply to the issuance of refunding bonds:

(1) Any refunding will be evaluated on the economic savings or structure advantages relating to issuing the new debt. For a fixed rate refunding, a five percent savings target is a general guideline. However, refunding issues that produce a net present value savings of less than five percent may be issued for various business and/or economic purposes. Examples include but are not limited to (a) restructuring debt, (b) amending provisions of a bond document, and (c) taking savings based on structure or low interest rate environment considerations. Savings below the five percent guideline must be approved by the CFO or by delegated authority from the Board prior to the execution of the refunding transaction.

(2) Refundings involving variable rate debt generally do not produce savings and will not have a savings guideline. These transactions are usually executed to take advantage of structuring opportunities or to reduce risk, or may be utilized to take advantage of low long-term interest rates.

(3) The final structure (including the use of hedging products) will be recommended by Treasury Services to the CFO for approval prior to the execution of any refunding transaction. The CFO has the responsibility to review the structure of each debt transaction with the CEO.

C. Fixed and Variable

JEA can utilize fixed or variable rate debt for refunding purposes and must adhere to the variable rate debt limits outlined in this Policy.

D. Maturity and Call Provisions

The maturity of refunding bonds shall, absent a bond counsel opinion, be in accordance with the safe harbor rules for the creation of replacement proceeds found in the tax regulations.

To provide the maximum amount of flexibility, JEA will utilize five year, but no longer than 10 year calls, at par, whenever possible for tax-exempt debt. Call provisions for taxable debt will be based on terms and conditions prevalent in the taxable bond market at the time of pricing. JEA staff along with the financial advisor and underwriter will assess the market at the time of pricing to determine its ability to issue bonds with such features while minimizing interest costs.

E. Debt Service Reserve

In the event that a refunding transaction reduces the debt service reserve requirement, JEA may deposit any such reduction into the defeasance escrow account for the refunded bonds or utilize the reduction for any lawful purpose.

F. Approvals

The structure, maturity, and call provisions for each refunding must be approved in writing by the CFO on or prior to the date of pricing. The CFO has the responsibility to review the structure of each debt transaction with the CEO. Negotiation with the underwriter on negotiated bond transactions will be conducted by the Treasurer. Final transaction approval (which may be delegated) must be obtained from the Board.

X. INTEREST RATE SWAPS, CAPS, COLLARS, AND RELATED HEDGING INSTRUMENTS

A. Overview

The prudent use of hedging instruments, including interest rate swaps, caps and collars, can be an effective tool in meeting funding needs and structuring a balance sheet while managing risk associated with the movement of interest rates. Utilizing hedging products can provide JEA with cost effective alternatives to traditional debt financing choices.

Utilizing interest rate swaps to achieve substantially lower interest costs is a main component in building the desired capital structure to allow JEA to compete effectively. There are three types of interest rate swaps JEA is authorized to enter into:

- Floating to fixed rate swaps,
  - Hedge interest rate risk on variable rate debt,
  - Lock in fixed rates on refunding bonds that will be issued in the future or
  - Take advantage of opportunities to obtain fixed swap rates that are lower than comparable fixed rate bonds.

- Fixed rate to floating rate swaps
  - Increase the amount of variable rate exposure without incurring the remarketing and liquidity costs.
  - Eliminate the put risk associated with variable rate debt.
  - Take advantage of opportunities to obtain variable swap rates that are lower than comparable variable rate bonds.

- Basis swaps manage the risk associated with
  - The mismatch between two benchmarks.
  - Methodologies used to set interest rates.

B. Risks

Interest rate swaps and related hedging instruments may introduce additional risks to JEA's credit profile. These risks include, but are not necessarily limited to, termination risk, counterparty risk, re-execution risk, amortization risk, Basis Risk, and tax event risk. Prior to entering into each interest rate swap transaction, these risks are evaluated to ensure adequate provisions are in place to minimize the downside and provide the maximum benefit the transaction originally intended.

C. Limits

The percentage of variable rate exposure (the notional amount of Net Fixed to Floating Interest Rate Swaps and Total Variable Rate Debt outstanding) to Total Debt outstanding shall not exceed 55%. The Total Variable Rate Debt outstanding and Net Fixed to Floating Interest Rate Swaps shall be calculated as set forth in Section VI.D of this Policy. The notional amount of interest rate swaps, caps, collars, and related hedging instruments will be limited to the amount approved in resolutions approved by the Board from time to time.

Interest rate caps and related hedging instruments will be utilized to help manage interest rate risk in the debt portfolio. At all times, a fixed to floating interest rate swap will have an associated interest rate cap for the same

notional amount at a level no greater than 200 basis points above the interest rate swap fixed rate. (See waiver in Section K)

Additionally, it is contemplated that an interest rate cap will not always have the same maturity as the interest swap with which it is associated. The average life of aggregate outstanding caps will not be less than 75% of average life of the associated aggregate swaps.

From time to time, Treasury Services will evaluate the use of collar (cap and floor instrument) transactions as a hedging tool to minimize cost and risk. The cap portion will be executed pursuant to the above referenced rules. The related floor rate will be approved by the Committee prior to execution.

D. Fixed to Floating Rate Swap Management

The Committee shall have the overall responsibility, from an overview standpoint, for the execution and management of fixed to floating interest rate swaps. One of the main components of the debt management strategy is to use intermediate term fixed to floating rate swaps to achieve a long-term goal of having up to 55% of the total debt based on a floating/variable interest rate.

Based on Committee approval, interest rate swaps will be executed semiannually to achieve an averaging into the market philosophy. The Committee shall determine the size of the total interest rate swap program and the maturity date for the swaps within the parameters of this Policy, which has been approved by the Board.

Forecasts of interest rate volatility over the intermediate term (4 to 7 years) and expected performance of the swaps, caps, collars, and related hedging instruments under various interest rate scenarios shall be updated on not less than a semiannual basis. Short and long-term interest rates will be monitored over varying time periods. If current interest rates are either above or below the moving averages as measured by varying time periods, the Committee may elect to alter the timing of adding additional fixed to variable swaps to either increase or decrease the amount of variable exposure. Furthermore, the Committee may elect to enter into “reversing” swaps to take advantage of market opportunities. In the event a fixed to floating swap is “reversed”, any associated floor will be simultaneously “reversed”. Any associated cap will be evaluated and “reversed” if approved by the Committee.

The amount of interest rate caps shall not exceed the amount of variable rate exposure to JEA.

The following “decision rules” will govern the decision to initially execute a fixed to floating interest rate swap, cap, or other hedging instruments within the Debt Management Program:

1. JEA receives payments based on a fixed rate and pays based on a floating rate.

2. Floating rate is based on either SIFMA or LIBOR.

3. If the SIFMA Index is selected, no adjustment to the notional amount is needed.

4. If the LIBOR index is selected, the notional amount of the interest rate swap and cap will be adjusted by the current ratio of the SIFMA based fixed rate to the LIBOR based fixed rate. (See example below)

$$\frac{\textbf{SIFMA Fixed Rate}}{\textbf{LIBOR Fixed Rate}} = \frac{\mathbf{1.56\%}}{\mathbf{2.36\%}} = \mathbf{66.1\%}$$

   The notional amount will be multiplied by the ratio to obtain the adjusted notional amount.

5. Decision to select LIBOR or SIFMA will be based on a combination of historical, current, and future expectations for the relationships of floating SIFMA to floating LIBOR and fixed SIFMA to fixed LIBOR. Generally, if the floating SIFMA to LIBOR ratio is lower than the fixed SIFMA to LIBOR ratio, a SIFMA based swap is preferred. However, historical and future expectations must be evaluated in order to make the decision.

6. Term of the interest rate swap and cap shall not exceed 10 years. The overall average for the program will be four to seven years.

7. An interest rate swap will not be executed unless the spread between the fixed rate and initial floating rate is a positive 10 basis points or more. In addition, as stated above, the execution of a swap may be affected by the relationship of current rates to historical averages.

8. If a swap is not executed or re-executed due to the 10 basis point decision rule, the swap will be executed during the following quarter, decision rule permitting. If a swap is not entered into due to the historical relationship of rates to the current level, the Committee will decide when the appropriate time to enter into the next transaction. In the event swaps are delayed for two or more consecutive periods, only one additional swap per quarter will be executed until the original schedule can be re-established.

9. An interest rate cap is to be entered into at the time of each swap transaction for the identical notional amount if JEA does not have a current interest rate cap in place that meets the criteria. The cap should be at a level no greater than 200 basis points above the fixed

rate of the swap. However, if JEA has current interest rate cap positions that are not associated with any particular interest rate swap, but are being utilized generally to manage variable rate risk, an interest rate cap meeting the conditions listed above may be utilized to satisfy the requirements of this section.

The Committee will meet on a semiannual basis to review the performance of the fixed to floating interest rate swaps, and review the current interest rate swap and cap decision rules. Any changes to the "decision" rules recommended by the Committee must be approved by the Board prior to implementation. The Committee may, however, elect not to execute an interest rate swap or cap normally scheduled to be executed based on the "decision rules" if a change to the "decision rules" has been recommended by the Committee but not yet acted on by the Board.

E. Floating to Fixed Rate Swap Management

The Committee shall have the overall responsibility regarding the execution and management of floating to fixed interest rate swaps. An additional component of the debt management strategy is to use floating to fixed rate swaps to lock in the lowest possible borrowing costs over a long period of time. Floating to fixed rate swaps can be used in conjunction with issuing variable rate debt to obtain the lowest fixed rate when compared to traditional forms of fixed rate financings. In addition, floating to fixed swaps may be desirable when the cycle of long-term rates moves down to or near historical lows and "fixing" a portion of the outstanding variable rate debt appears advantageous. Swaps will be evaluated as alternatives to traditional financing instruments considering their comparable costs, ease of entry and exit provisions, and the amount of potential risk exposure.

Interest rate swaps will be executed for notional amounts, maturities and other related terms and conditions as determined by the Committee. Re-execution risk, amortization risk, tax event risk and Basis Risk will be evaluated in order to minimize any potential negative results.

Forecasts of interest rate volatility over the term of the swaps and expected performance of the swaps under various interest rate scenarios shall be analyzed prior to the execution of the swaps. Short and long-term interest rates will be monitored over varying time periods. The Committee may elect to enter into "reversing" swaps to take advantage of market opportunities.

The following "decision rules" will govern the decision to execute and/or re-execute a floating to fixed interest rate swap:

1. JEA receives payments based on a floating rate and pays based on a fixed rate.

2. Floating rate is based on either SIFMA or a percent of LIBOR.

3. If the SIFMA Index is selected, no additional analysis is needed.

4. If the LIBOR index is selected, the historical relationship of SIFMA to LIBOR will be used as a guide when selecting the percent of LIBOR as the index. A risk analysis will be done on a projected basis to quantify the risk versus potential reward.

5. Decision to select LIBOR or SIFMA will be based on a combination of historical, current, and future expectations for the relationships of floating SIFMA to floating LIBOR and fixed SIFMA base rate versus the fixed rate based on the LIBOR index.

6. Term of the interest rate swap is a maximum of 30 years or if the swap is executed with the purpose of synthetically fixing a specific variable rate debt issue, the swap transaction is permitted to have a term which matches the term of the variable rate debt, but will be determined based on the life of the related debt being hedged. If the term of the swap is less than the underlying debt that it may generally be hedging, JEA is exposed to re-execution risk. In a rising interest rate environment, a new swap may potentially be re-executed at a higher fixed rate than the original swap. Additionally, the amortization of the principal on the debt that the swap is generally hedging is taken into consideration when structuring the terms and conditions of the swap. This is referred to as amortization risk.

Interest rate caps and collars are additional hedging instruments that JEA may utilize to manage risks associated with variable rate debt. All cap or collar transactions executed must comply with the requirements set forth in items F through K listed immediately below.

F. Compliance and Reporting Requirements

Resolutions approving the use of interest rate swap, cap, and other hedging instruments outlining, among other things, size, and maturity restrictions, must be approved by the JEA Board prior to execution.

JEA Board must approve the overall Debt Management Policy including explicit parameters for the use of interest rate swaps, caps, and other hedging instruments.

JEA CEO must sign all interest rate swap, cap, or collar confirmations.

JEA external auditors shall perform an annual review relating to fixed to floating interest rate swap management and present to the JEA Board.

Monthly performance reports regarding outstanding interest rate swaps, caps and related hedging instruments will be provided to Accounting Services to be included in the monthly financial statements to the Board.

Mark to market valuations will be updated on a semiannual basis and provided to Committee members and Accounting Services to be included in the financial statements.

Collateral reports will be updated on a monthly basis providing information relating to specific swap transactions that may require collateral posted based on mark to market valuations.

JEA's CFO or Treasurer must approve the interest rate swap term sheet prior to execution. In addition, the purpose of the transaction, (asset matched, debt management, etc.) will be included as part of the swap paperwork file kept for each executed swap transaction.

G. Providers

Financial Institutions and Dealers executing interest rate swaps, caps, and other hedging instruments for JEA shall be selected pursuant to the JEA Procurement Code. JEA shall require that all institutions and dealers entering into interest rate swap, cap and other hedging instrument agreements execute a Master Swap Agreement (the ISDA Master Agreement must be used as a part of the Master Swap Agreement) that is signed by both parties. All transactions entered into shall adhere to the requirements of the Master Swap Agreement.

H. Diversification

No more than $500 million of net interest rate swap and cap or other hedging instruments shall be outstanding in the aggregate with any one provider or affiliate thereof unless approved in writing by the CEO. The aggregate amount of all "long dated" (greater than 10 years) transactions executed with financial institutions and all affiliates thereof, shall be limited to an amount based on the credit rating of the financial institution at the time of the entry into the long dated hedging transaction as shown below:

Rating Level	Notional Amount
AAA/Aaa by one or more Rating Agencies	$400,000,000
AA-/Aa3 or better by at least two Rating Agencies	$300,000,000
A/A2 or better by at least two Rating Agencies	$200,000,000
Below A/A2 by at least two Rating Agencies	$0

The rating criteria shown above apply either to the counterparty to the long dated transaction or, if the payment obligation of such counterparty under the relevant Swap Agreement shall be guaranteed by an affiliate thereof, such affiliate. The overall maximum by definition of the above limits cannot exceed $400 million for "long dated" transactions.

This provision includes all interest rate swap, cap and other hedging instruments JEA may utilize to manage interest rate risk including, but not limited to, debt management, and 100% investment/asset matched program.

I. Bid

All “initial” interest rate swap and cap transactions shall be competitively bid by at least (3) three providers that have executed interest rate swap agreements with JEA. Upon written authorization from the CEO or his designee, 1) a “reversing transaction” resulting in an upfront payment to JEA may be negotiated with the original swap, cap, or collar counterparty, 2) a negotiated swap with a counterparty may be executed as part of a debt financing or (3) a cap/collar can be procured either with bids received from two providers or negotiated with only one provider if JEA receives a letter from the then current Financial Advisor stating that the payment for such cap/collar was executed at market levels.

J. Reserve Fund

An annual budgeted reserve contribution will be made to a reserve fund to cover any payments made as a result of the use of swaps as part of the Policy. Three percent of the notional amount of each fixed to floating interest rate swap initially executed will be retained in the reserve fund and used if needed to make interest rate swap payments. The contributions to the reserve fund will be funded in three equal installments of 1% of the notional amount beginning in the month the swap is executed. Once funded, the reserve fund shall at all times be not less than three percent of the notional amount of fixed to floating debt interest rate swaps outstanding unless the reserve fund is used as stipulated below. Accounting will be consistent with the variable rate reserve fund.

The reserve fund can be used for any lawful purpose including debt service, debt repayment and capital outlay. The use of this reserve fund must be approved in writing by the CEO.

K. Other

If a fixed to floating interest rate swap is executed in conjunction with a refunding transaction where the net effect is to maintain the current level of variable rate exposure, (1) the requirement to execute a cap with an associated fixed to floating swap is waived and (2) any reserve requirement needed for the fixed to floating swap is waived; however, the reserve requirement shall be calculated as if the variable rate debt is outstanding in the amount of the notional amount of the associated fixed to floating interest rate swap.

XI. INSIDER TRADING POLICY GUIDELINES

Insider trading is a court developed doctrine under which it is unlawful to purchase or sell a security while in possession of material non-public information in breach of a duty or other relationship of trust or confidence.

Insider trading likely would not be found where an issuer is communicating in good faith with investors or analysts and disclosing information that is (1) Public, (2) not material or "market-moving" or (3) both public and non-material.

A written procedure, approved by the CEO, will provide specific guidelines that JEA employees will follow to ensure compliance with insider rules and regulations

XII. POLICY EXCEPTIONS

Any financing activity not included in this Policy will be brought to the Board for review and approval prior to execution.

XIII. EFFECTIVE DATE

This Policy will become effective May 20, 2003 (as revised April 19, 2005, October 10, 2005, November 20, 2007, December 15, 2009 and September 24, 2019).

XIV. DEFINITIONS

Advance Refunding A bond is treated as issued to advance refund another bond if it is issued more than 90 days before the redemption of the refunded bond.

Basis Risk Movement in the underlying variable rate indices may not be perfectly in tandem, creating a cost differential that could result in a net cash outflow from the issuer. Also, the mismatch that can occur in a swap with both sides using floating, but different, rates.

Capacity Expansion Capital expansion projects are those projects designed to accommodate new customers, acquisitions, new "plants", and expansion of existing system capacity.

Commercial Paper Note shall mean any Bond which has a maturity date which is not more than 270 days after the date of issuance thereof.

Competitive Bid a method of submitting proposals for the purchase of new issue of municipal securities by which the securities are awarded to the underwriting syndicate presenting the best bid according to stipulated criteria set forth in the notice of sale.

Construction Loan Credit Facility means obligations of JEA of a particular credit facility for construction advance purposes which shall be similar to Bond Anticipation Notes.

Counterparty Risk the risk that the other party in the derivative transaction fails to meet its obligations under the contract.

Credit Enhancement shall mean, with respect to the Bonds of a Series, a maturity within a Series or an interest rate within a maturity, the issuance of an insurance policy, letter of credit, surety bond or any other similar obligation, whereby the issuer thereof becomes unconditionally obligated to pay when due, to the extent not paid by JEA or otherwise, the principal of and interest on such Bonds.

Current Refunding A bond is treated as issued to current refund another bond if the refunding issue is issued not more than 90 days before the redemption of the refunded bond.

Hedge a transaction entered into to reduce exposure to market fluctuations.

Interest Rate Swap a transaction in which two parties agree to exchange future net cash flows based on predetermined interest rate indices calculated on an agreed notional amount. The swap is not a debt instrument between the issuer and the counterparty, and there is no exchange of principal.

ISDA International Swap Dealers Association, the global trade association with over 550 members that include dealers in the derivatives industry.

ISDA Master Agreement the standardized master agreement for all swaps between the issuer and the dealer that identifies the definitions and terms governing the swap transaction.

LIBOR the principal benchmark for floating rate payments for taxable issuers. The London Inter Bank Offer Rate (LIBOR) is calculated as the average interest rate on Eurodollars traded between banks in London and can vary depending upon the maturity (e.g., one month or six months).

> Because the regulator for LIBOR has announced the LIBOR benchmark will be discontinued as of December 31 2021, JEA shall not enter into any new LIBOR-based transactions extending past that date; any LIBOR based transactions terminating after December 31, 2021 shall use the replacement benchmark agreed upon by JEA after that date.

Long-Dated Swap a swap with a term of more than ten years. Often used in the municipal market, as issuers often prefer to use a hedge that matches the maturity of the underlying debt or investment.

Mark-to-Market calculation of the value of a financial instrument (like an interest rate swap) based on the current market rates or prices of the underlying (i.e. the variable on which the derivative is based).

Medium-Term Note any bond which has a maturity date which is more than 365 days, but not more than 15 years, after the date of issuance and is designated as a medium-term note in the supplemental resolution authorizing such bond.

Negotiated Sale the sale of a new issue of municipal securities by an issuer through an exclusive agreement with an underwriter or underwriting syndicate selected by the issuer.

SIFMA Index The SIFMA Municipal Swap index is a 7-day high-grade market index comprised of tax-exempt VRDO reset rates that are reported to the Municipal Securities Rule Making Board's Short-Term Obligation Rate Transparency reporting system.

Termination Risk the risk that a swap will be terminated by the counterparty before maturity that could require the issuer to make a cash termination payment to the counterparty.

True Interest Cost is the rate, compounded semiannually, necessary to discount the amounts payable on the respective principal and interest payment date to the purchase price received for the bonds.

Variable Rate Bond shall mean any Bond not bearing interest throughout its term at a specified rate or specified rates determined at the time of initial issuance.

Variable Rate Demand Obligations (VRDO) A long-term maturity security which is subject to a frequently available put option or tender option feature under which the holder may put the security back to the issuer or its agent at a predetermined price (generally par) after giving specified notice or as a result of a mandatory tender. Optional tenders are typically available to investors on a daily basis while in the daily or weekly mode and mandatory tenders are required upon a change in the interest rate while in the flexible or term mode. The frequency of a change in the interest rate of a variable rate demand obligation is based upon the particular mode the security is in at the time.



Reserve Report

For the Third Quarter Ending June 2022



Electric System and Water System Reserve and Fund Balances (1)

For the Years Ending September 30
(In Thousands of Dollars)

Electric System

	Actual Fiscal Year 2019	Actual Fiscal Year 2020	Actual Fiscal Year 2021	Projected Fiscal Year 2022	Detail Page #
Unrestricted					
Operations/Revenue Fund	$ 34,587	$ 47,449	$ 55,662	52,060	
Self Insurance Reserve Fund					
• Property	10,000	10,000	10,000	10,000	3
• Employee health insurance	11,210	10,890	14,272	14,200	4
Rate Stabilization					
• Fuel	47,152	73,347	41,767	-	5
• DSM / Conservation	4,363	5,423	7,233	9,398	6
• Environmental	25,632	21,818	19,756	18,152	7
• Debt Management	29,884	-	-	-	8
• Non-Fuel Purchased Power	56,870	36,326	10,513	102,592	9
Environmental	16,568	16,568	16,568	16,076	10
Customer Deposits	44,242	43,641	45,179	43,872	11
Total Unrestricted	280,508	265,462	220,950	266,350	
Days of Cash on Hand (2)	146	183	166	148	
Days of Liquidity (3)	308	359	331	273	
Restricted					
Debt Service Funds (Sinking Funds)	145,520	82,525	80,988	64,051	12
Debt Service Reserve Funds	60,582	50,993	50,993	50,993	13
Renewal and Replacement Funds/OCO	81,964	137,643	183,800	226,030	14
Environmental Fund [Capital Projects]	-	301	83	556	15
Construction Funds	-	311	286	-	16
Total Restricted	288,066	271,773	316,151	341,630	
Total Electric System	$ 568,574	$ 537,235	$ 537,101	$ 607,980	

Water System

Unrestricted					
Operations/Revenue Fund	$ 17,934	$ 26,719	$ 28,533	$ 25,770	
Rate Stabilization					
• Debt Management	14,209	-	-	-	17
• Environmental	15,687	23,372	30,077	25,853	18
Customer Deposit	16,289	16,927	17,044	17,310	19
Total Unrestricted	64,119	67,018	75,653	68,933	
Days of Cash on Hand (2)	186	176	297	289	
Days of Liquidity (3)	334	353	459	409	
Restricted					
Debt Service Funds (Sinking Funds)	80,775	41,660	30,006	32,424	20
Debt Service Reserve Funds	63,441	58,228	55,665	56,606	21
Renewal and Replacement Funds	48,796	38,131	97,066	118,583	22
Environmental Fund [Capital Projects]	1,891	649	3,118	1,836	23
Construction Funds	28,968	25,541	14,266	-	24
Total Restricted	223,871	164,209	200,121	209,449	
Total Water & Sewer System	$ 287,990	$ 231,227	$ 275,774	$ 278,382	

(1) This report does not include Scherer, SJRPP, DES or funds held on behalf of the City of Jacksonville.
(2) Days of Cash on Hand includes R&R Fund in the cash balances, and includes the Contribution to the City of Jacksonville General Fund with the Operating Expenses net of Depreciation.
(3) Days of Liquidity includes R&R Fund in the cash balances, and includes the Contribution to the City of Jacksonville General Fund with the Operating Expenses, net of Depreciation. Revolving credit facility is allocated between Electric and Water & Sewer Systems based on their portion of the Operating Expenses, net of Depreciation.

Funds Established Per the Bond Resolutions

Fund/Account Description	Electric System	Water and Sewer System
Revenue Fund	Net Revenues (i.e. Revenues minus Cost of Operation and Maintenance), pledged to bondholders, balance available for any lawful purpose after other required payments under the bond resolution have been made.	Pledged to bondholders; balance available for any lawful purpose after other required payments under the bond resolution have been made, however, revenues representing impact fees may only be used to finance costs of expanding the system or on the debt service on bonds issued for such expansion purposes.
Rate Stabilization Fund	Not pledged to bondholders; available for any lawful purpose.	Pledged to bondholders; able to transfer to any other fund or account established under the resolution or use to redeem Bonds.
Subordinated Rate Stabilization Fund	Pledged to bondholders; available for any lawful purpose.	Pledged to bondholders; available for any lawful purpose.
Debt Service Account	Pledged to bondholders; used to pay debt service on bonds.	Pledged to bondholders; used to pay debt service on bonds.
Debt Service Reserve Account	Pledged to bondholders; used to pay debt service on bonds in the event revenues were insufficient to make such payments.	Pledged to bondholders; used to pay debt service on bonds in the event revenues were insufficient to make such payments.
Renewal and Replacement Fund	Not pledged to bondholders but required amounts deposited into this Fund pursuant to the bond resolution are limited as to what they can be spent on (e.g. capital expenditures and, bond redemptions) .	Pledged to bondholders; but required amounts deposited into this Fund pursuant to the bond resolution are limited as to what they can be spent on (e.g. capital expenditures and, bond redemptions).
Construction Fund	Pledged to bondholders; applied to the payment of costs of the system.	Pledged to bondholders; applied to the payment of costs of the system.
Subordinated Construction Fund	Pledged to bondholders; applied to the payment of costs of the system	Pledged to bondholders; applied to the payment of costs of the system
Construction Fund - Construction Reserve Account	Pledged to bondholders; applied to fund downgraded reserve fund sureties.	Pledged to bondholders; applied to fund downgraded debt service reserve fund sureties.
General Reserve Fund	Not pledged to bondholders; available for any lawful purpose.	n/a

Regardless of whether the Funds/Accounts are designated as pledged, in the event that monies in the Debt Service Account are insufficient to pay debt service on the bonds, pursuant to the respective bond resolutions, amounts in the various Funds/Accounts are required to be transferred to the respective Debt Service Accounts and used to pay debt service.

Electric System Self Insurance - Property

For the Third Quarter Ending June 30, 2022

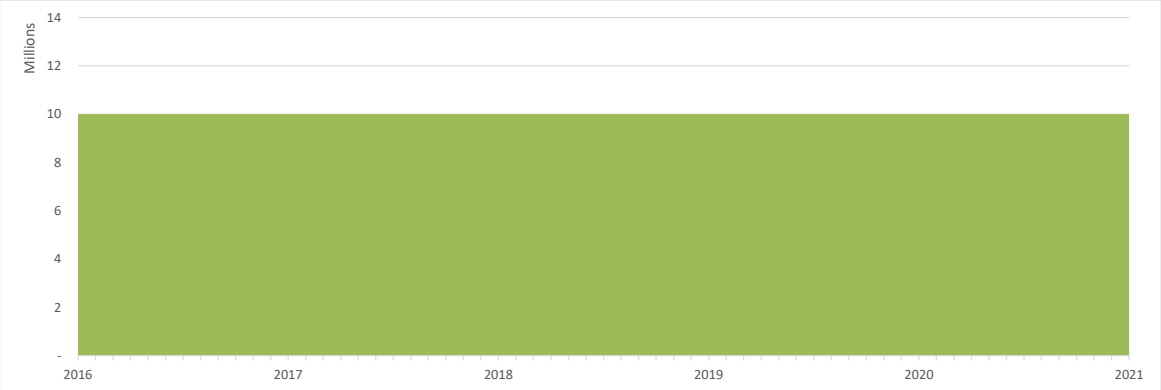
Definitions and Goals

JEA's self-insurance fund is for catastrophic damage to JEA's electric lines (transmission and distribution) caused by the perils of hurricanes, tornadoes, and ice storms. This fund was established in October, 1992, as an alternative to JEA's procurement of commercial property insurance.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Additions:					
Contributions					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals					
Ending Balance	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Additions:					
Contributions	-	-	-	-	
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals					
Sub-total	$ -	$ -	$ -	$ -	$ -
Ending balance	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000



Observations

- Reserve/Fund Authorization: Budget Appropriation.

Electric System Self Insurance - Employee Health Insurance

For the Third Quarter Ending June 30, 2022

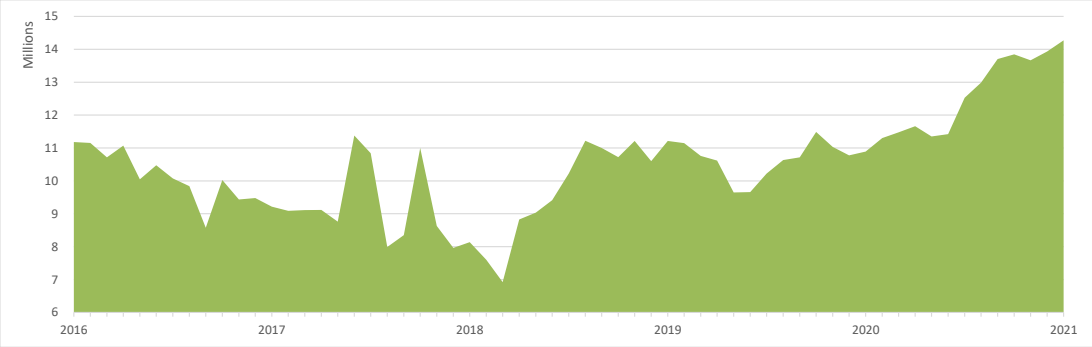
Definitions and Goals

This reserve fund is a requirement under Florida Statute 112.08 that requires self insured government plans to have enough money in a reserve fund to cover the Incurred But Not Reimbursed (IBNR) claims and a 60 day surplus of claims. The IBNR claims are claims that would still need to be paid if the company went back to a fully insured plan or dropped coverage all together. An actuary calculates this amount annually.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 13,707	$ 14,272	$ 14,272	$ 14,200	$ 15,193
Additions:					
Employee Contributions	1,694	5,035	6,578	6,578	6,572
Retiree & Other Contributions	1,128	3,994	6,931	6,931	7,074
Employer Contributions	5,207	15,477	20,071	20,071	19,669
Sub-total	$ 8,029	$ 24,506	$ 33,580	$ 33,580	$ 33,314
Withdrawals:					
Payments for Claims	6,692	22,748	30,971	29,907	29,918
Actuary & Other Payments	714	1,700	2,681	2,681	2,401
Sub-total	$ 7,406	$ 24,448	$ 33,652	$ 32,588	$ 32,319
Ending Balance	$ 14,330	$ 14,330	$ 14,200	$ 15,193	$ 16,188

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 11,179	$ 9,214	$ 8,138	$ 11,210	$ 10,890
Additions:					
Employee Contributions	5,862	6,158	6,423	6,534	6,596
Retiree & Other Contributions	6,443	7,273	8,270	6,914	7,518
Employer Contributions	19,004	18,378	20,662	18,900	19,635
Sub-total	$ 31,309	$ 31,809	$ 35,355	$ 32,348	$ 33,749
Withdrawals:					
Payments for Claims	30,994	30,933	29,860	30,387	28,408
Actuary & Other Payments	2,280	1,952	2,423	2,281	1,959
Sub-total	$ 33,274	$ 32,885	$ 32,283	$ 32,668	$ 30,367
Ending balance	$ 9,214	$ 8,138	$ 11,210	$ 10,890	$ 14,272



Maximum Balance:	12,860	Average Balance:	10,101
Minimum Balance:	6,922		

Observations

- Self Insurance for Employee Health Insurance began in July 2009.

Electric System Rate Stabilization - Fuel Management

For the Third Quarter Ending June 30, 2022

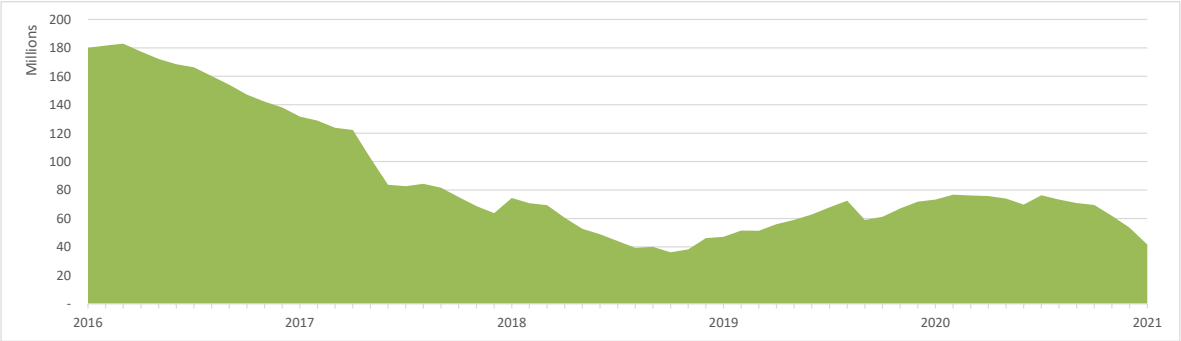
Definitions and Goals

The Electric System Bond Resolution had authorized the establishment of a Rate Stabilization Fund in which contributions or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. In October 2021, the Rate Stabilization Fund was restructured for full recovery of actual energy expenditures including direct fuel expenses, fuel procurement, fuel handling and residual disposal expenses. Fuel and energy expenses not recovered by revenue within the month will be paid from unrestricted funds.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ -	$ 41,767	$ 41,767	$ -	$ -
Additions:					
Contributions	-	-	-	-	-
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals	-	41,767	41,767	-	-
Sub-total	$ -	$ 41,767	$ 41,767	$ -	$ -
Ending Balance	$ -	$ -	$ -	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 180,115	$ 131,716	$ 74,376	$ 47,152	$ 73,347
Additions:					
Contributions	2,845	-	11,597	44,553	9,945
Sub-total	$ 2,845	$ -	$ 11,597	$ 44,553	$ 9,945
Withdrawals:					
Withdrawals	51,244	57,340	38,821	18,358	41,525
Fuel Rebate Credit					
Sub-total	$ 51,244	$ 57,340	$ 38,821	$ 18,358	$ 41,525
Ending balance	$ 131,716	$ 74,376	$ 47,152	$ 73,347	$ 41,767



Maximum Balance:	182,960	Average Balance:	97,079
Minimum Balance:	36,191		

Observations

- Actual and historical numbers reflect fuel recovery contributions and withdrawls on a gross basis. Forecast and projected numbers reflected on a net basis. The fuel recovery charge ended 12/31/11. Fund closed in November 2021.

Electric System Rate Stabilization - DSM / Conservation

For the Third Quarter Ending June 30, 2022

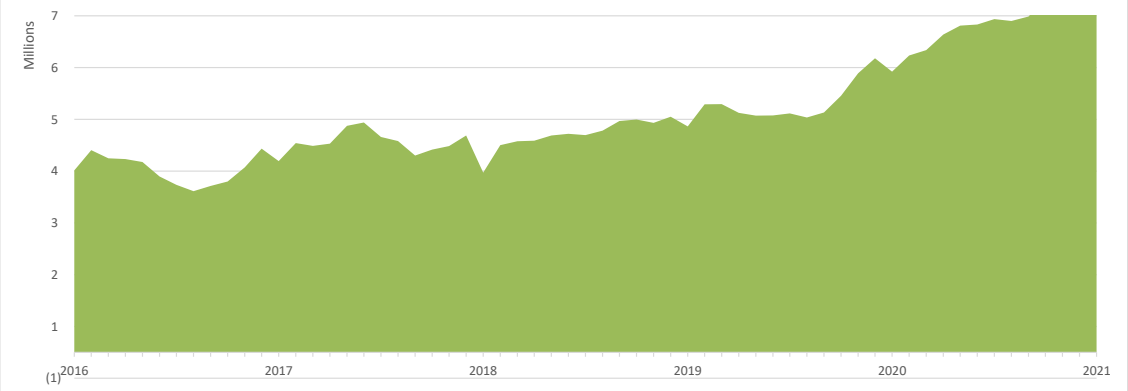
Definitions and Goals

The Electric System Bond Resolution authorizes the establishment of a Rate Stabilization Fund in which contributions or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. The Rate Stabilization Fund provides a means to minimize the year-to-year impact to customer charges and support financial metrics by providing consistent revenue collection for expenditures impacted by external factors such as fuel, debt management and regulatory requirements or initiatives. Pursuant to section V of the Pricing Policy, $0.50 per 1,000 kWh plus $0.01 per kWh residential conservation charge for consumption greater than 2,750 kWh monthly. These revenue sources are to fund demand side management and conservation programs.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 8,651	$ 7,233	$ 7,233	$ 9,398	$ 9,118
Additions:					
Contributions	1,399	4,885	6,992	6,832	6,832
Sub-total	$ 1,399	$ 4,885	$ 6,992	$ 6,832	$ 6,832
Withdrawals:					
Withdrawals	1,379	3,447	4,827	7,112	6,325
Sub-total	$ 1,379	$ 3,447	$ 4,827	$ 7,112	$ 6,325
Ending Balance	$ 8,671	$ 8,671	$ 9,398	$ 9,118	$ 9,625

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 3,515	$ 3,695	$ 3,470	$ 4,363	$ 5,423
Additions:					
Contributions	6,685	7,088	7,042	6,969	6,929
Sub-total	$ 6,685	$ 7,088	$ 7,042	$ 6,969	$ 6,929
Withdrawals:					
Withdrawals	6,505	7,313	6,149	5,909	5,119
Sub-total	$ 6,505	$ 7,313	$ 6,149	$ 5,909	$ 5,119
Ending balance	$ 3,695	$ 3,470	$ 4,363	$ 5,423	$ 7,233



Maximum Balance:	7,641	Average Balance:	4,413
Minimum Balance:	2,848		

Observations

- Rate Stabilization Fund for Demand Side Management began in April 2009.

Electric System Rate Stabilization - Environmental

For the Third Quarter Ending June 30, 2022

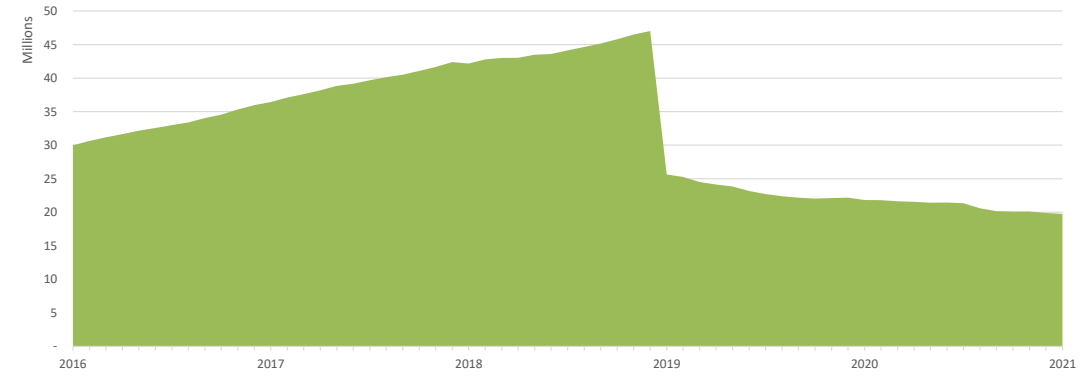
Definitions and Goals

The Electric System Bond Resolution authorizes the establishment of a Rate Stabilization Fund in which contributions or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. The Rate Stabilization Fund provides a means to minimize the year-to-year impact to customer charges and support financial metrics by providing consistent revenue collection for expenditures impacted by external factors such as fuel, debt management and regulatory requirements or initiatives. Deposits to this fund began in fiscal year 2010 for amounts representing the Electric System Environmental Charge ($0.62 per 1000 kWh). Withdrawals from this reserve are limited to potential environmental expenditures approved by the Board, and may include initiatives such as the cost of acquisition of renewable energy capacity. Costs directly required to operate and maintain the environmentally driven or regulatory required assets can also be funded from this revenue source.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 19,649	$ 19,756	$ 19,756	$ 18,152	$ 15,856
Additions:					
Contributions	1,984	5,412	7,599	7,442	7,442
Sub-total	$ 1,984	$ 5,412	$ 7,599	$ 7,442	$ 7,442
Withdrawals:					
Withdrawals	1,390	4,925	9,203	9,738	8,512
Ending Balance	$ 20,243	$ 20,243	$ 18,152	$ 15,856	$ 14,786

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 29,975	$ 36,417	$ 42,163	$ 25,632	$ 21,818
Additions:					
Contributions	7,384	7,572	7,578	7,469	7,497
Sub-total	$ 7,384	$ 7,572	$ 7,578	$ 7,469	$ 7,497
Withdrawals:					
Withdrawals	942	1,827	24,109	11,283	9,559
Sub-total	$ 942	$ 1,827	$ 24,109	$ 11,283	$ 9,559
Ending balance	$ 36,417	$ 42,163	$ 25,632	$ 21,818	$ 19,756



Maximum Balance:	47,018	Average Balance:	31,181
Minimum Balance:	19,756		

Observations

- Rate Stabilization Fund for Environmental began in June 2010.

Electric System Rate Stabilization - Debt Management

For the Third Quarter Ending June 30, 2022

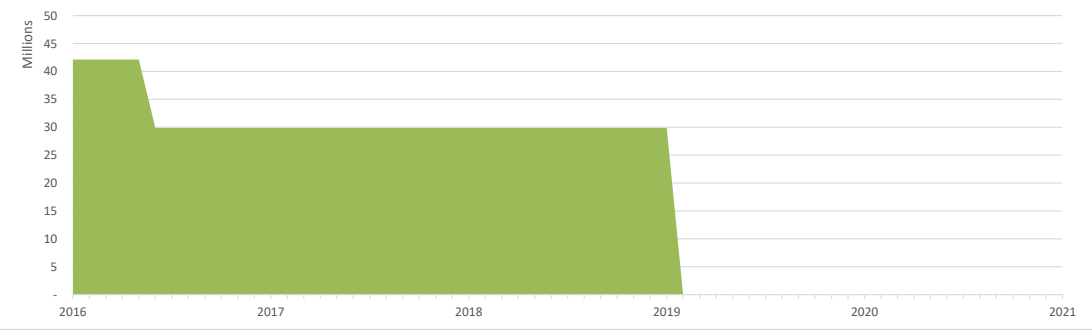
Definitions and Goals

The Electric System Bond Resolution authorizes the establishment of a Rate Stabilization Fund in which deposits or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. Deposits are made to this Rate Stabilization Fund for the purpose of managing JEA's debt portfolio. Deposits to this reserve reflect the difference in the actual interest rates for interest expense on the unhedged variable rate debt as compared to the budgeted assumptions for interest expense on the unhedged variable rate debt. Additionally, deposits can be made from excess debt service budget over the actual debt service expense for any fiscal year. However, the total amounts deposited (in addition to actual debt service costs for the fiscal year) cannot exceed the total amount of the budgeted debt service for any fiscal year. At a minimum, 50% of the calculated reserve contribution, if any, will be recorded and deposited each fiscal year. Debt and Investment Committee will review and record at their option an additional contribution amount, up to the full value of the calculated reserve contribution (the remaining 50%). The reserve contributions will be calculated on a system by system basis; however, based on the calculation, any mandatory deposit will exclude the District Energy System. The reserve contributions shall cease in the event the reserve balance exceeds the cap of five percent of the par amount of the total outstanding variable rate debt of all systems. Withdrawals from the Rate Stabilization Fund for Debt Management Strategy can be made for expenses related to market disruption in the capital markets, disruption in availability of credit or unanticipated credit expenses, or to fund variable interest costs in excess of budget. Funds used in October 2019 for defeasance of debt.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ -	$ -	$ -	$ -	$ -
Additions:					
Contributions	-	-	-	-	-
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals	-	-	-	-	-
Sub-total	$ -	$ -	$ -	$ -	$ -
Ending Balance	$ -	$ -	$ -	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 29,884	$ 29,884	$ 29,884	$ 29,884	$ -
Additions:					
Contributions					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals		-	-	29,884	
Sub-total	$ -	$ -	$ -	$ 29,884	$ -
Ending balance	$ 29,884	$ 29,884	$ 29,884	$ -	$ -



Maximum Balance:	42,126	Average Balance:	25,878
Minimum Balance:	-		

Observations

- Rate Stabilization Fund for Debt Management began in May 2009. Funds used for defeasances in October 2019.

Electric System Rate Stabilization - Non-Fuel Purchased Power

For the Third Quarter Ending June 30, 2022

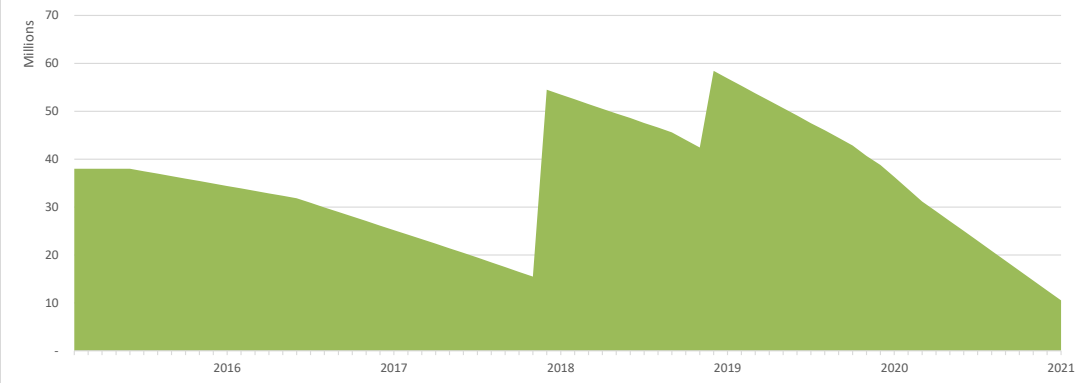
Definitions and Goals

The Electric System Bond Resolution authorizes the establishment of a Rate Stabilization Fund in which deposits or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. The Rate Stabilization Funds provide a means to minimize the year-to-year impact to customer charges and support financial metrics by providing consistent revenue collection for expenditures impacted by external factors such as fuel, debt management and regulatory requirements or initiatives. Deposits to the Rate Stabilization Fund for Non-Fuel Purchased Power Stabilization during the fiscal year are made with the approval of the CEO or CFO, provided such deposits are not in excess of JEA's total operating budget for the current fiscal year. Withdrawals from the Rate Stabilization Fund for Non-Fuel Purchased Power are to reimburse the costs associated with any non-fuel purchased power activities. Withdrawals can be made as necessary during the fiscal year and requires the approval of the CEO or the CFO.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 9,695	$ 10,513	$ 10,513	$ 102,592	$ 226,592
Additions:					
Contributions	2	12,877	113,090	124,000	
Sub-total	$ 2	$ 12,877	$ 113,090	$ 124,000	$ -
Withdrawals:					
Withdrawals	7,266	20,959	21,011	-	
Ending Balance	$ 2,431	$ 2,431	$ 102,592	$ 226,592	$ 226,592

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 34,400	$ 25,189	$ 53,493	$ 56,870	$ 36,326
Additions:					
Contributions		40,000	17,566		-
Sub-total	$ -	$ 40,000	$ 17,566	$ -	$ -
Withdrawals:					
Withdrawals	9,211	11,696	14,189	20,544	25,813
Sub-total	$ 9,211	$ 11,696	$ 14,189	$ 20,544	$ 25,813
Ending balance	$ 25,189	$ 53,493	$ 56,870	$ 36,326	$ 10,513



Maximum Balance:	58,436	Average Balance:	35,060
Minimum Balance:	10,513		

Observations

- The Non-Fuel Purchased Power Rate Stabiliation Fund began in FY 2014.

Electric System Environmental Reserve

For the Third Quarter Ending June 30, 2022

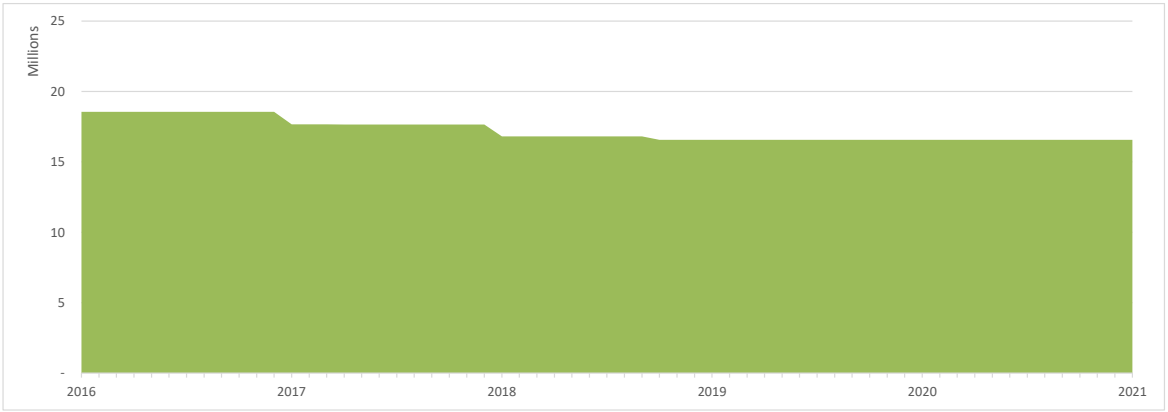
Definitions and Goals

This reserve represents the initial amounts collected from the Electric System Environmental Charge and will be deposited until the balance in this reserve equals the balance in the environmental liability account. Withdrawals from this account will represent payments for these liabilities.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 16,568	$ 16,568	$ 16,568	$ 16,076	$ 2,276
Additions:					
Contributions		-			
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals	492	492	492	13,800	2,276
Ending Balance	$ 16,076	$ 16,076	$ 16,076	$ 2,276	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 18,556	$ 17,672	$ 16,818	$ 16,568	$ 16,568
Additions:					
Contributions					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals	884	854	250		
Sub-total	$ 884	$ 854	$ 250	$ -	$ -
Ending balance	$ 17,672	$ 16,818	$ 16,568	$ 16,568	$ 16,568



Maximum Balance:	18,662	Average Balance:	17,426
Minimum Balance:	16,568		

Observations

- The Environmental Reserve began in FY 2008.

Electric System Customer Deposits

For the Third Quarter Ending June 30, 2022

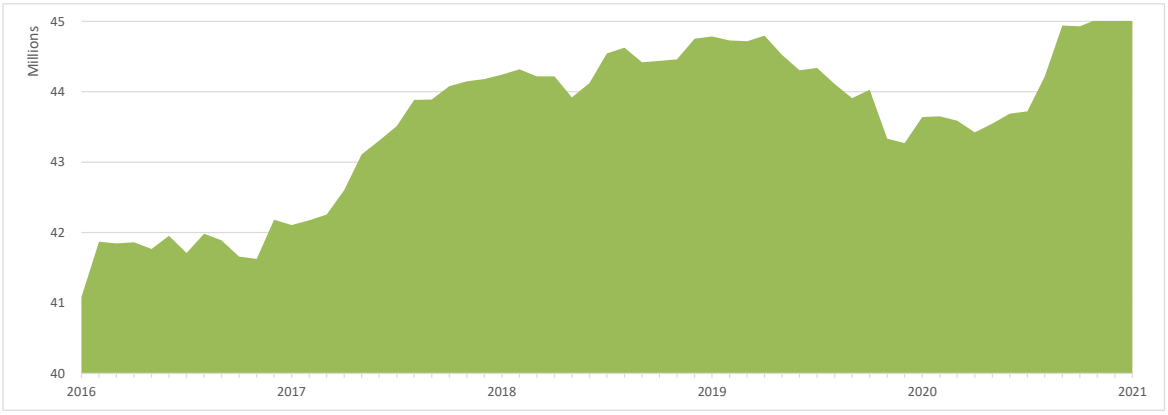
Definitions and Goals

Pursuant to internal procedure CR40400 MBC302 Credit and Collections, JEA accesses customers a deposit that may be used to offset any future unpaid amounts during the course of providing utility service to a customer.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 45,418	$ 43,641	$ 43,641	$ 43,872	$ 44,624
Additions:					
Net Customer Activity	341	2,494	2,494	1,653	2,073
Sub-total	$ 341	$ 2,494	$ 2,494	$ 1,653	$ 2,073
Withdrawals:					
Net Customer Activity	345	721	2,263	901	738
Sub-total	$ 345	$ 721	$ 2,263	$ 901	$ 738
Ending Balance	$ 45,414	$ 45,414	$ 43,872	$ 44,624	$ 45,959

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 42,389	$ 41,084	$ 42,105	$ 44,242	$ 44,785
Additions:					
Net Customer Activity		1,021	2,137	543	596
Sub-total	$ -	$ 1,021	$ 2,137	$ 543	$ 596
Withdrawals:					
Net Customer Activity	1,305				1,740
Sub-total	$ 1,305	$ -	$ -	$ -	$ 1,740
Ending balance	$ 41,084	$ 42,105	$ 44,242	$ 44,785	$ 43,641



Maximum Balance: 44,795
Minimum Balance: 41,084

Average Balance: 43,022

Observations

Electric System Debt Service Sinking Fund

For the Third Quarter Ending June 30, 2022

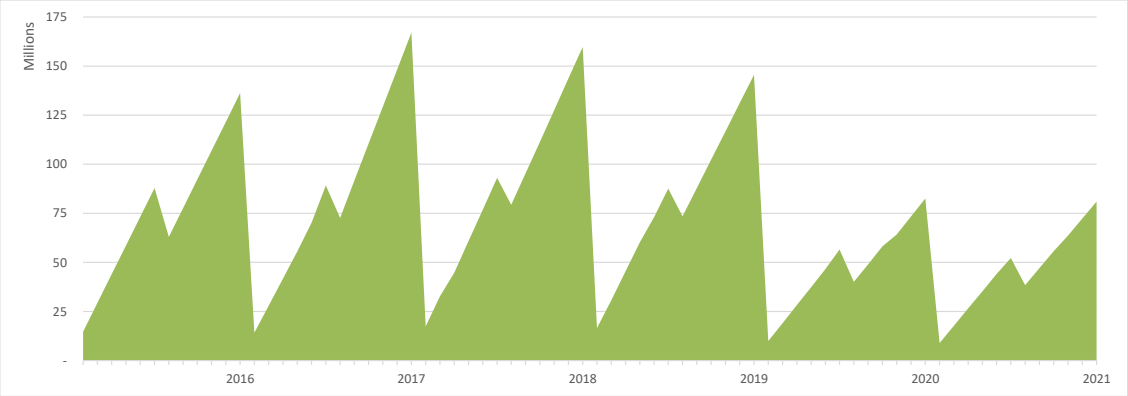
Definitions and Goals

JEA is required monthly to fund from revenues an amount equal to the aggregate of the Debt Service Requirement for senior and subordinated bonds for such month into this account. On or before such interest payment date, JEA shall pay out of this account to the paying agents the amount required for the interest and principal due on such date.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 43,853	$ 80,988	$ 80,988	$ 64,051	$ 35,681
Additions:					
Revenue Fund Deposits	22,866	67,280	90,530	64,946	82,393
Sub-total	$ 22,866	$ 67,280	$ 90,530	$ 64,946	$ 82,393
Withdrawals:					
Principal and Int Payments	22,155	103,704	107,467	93,316	68,976
Sub-total	$ 22,155	$ 103,704	$ 107,467	$ 93,316	$ 68,976
Ending Balance	$ 44,564	$ 44,564	$ 64,051	$ 35,681	$ 49,098

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 134,927	$ 165,782	$ 158,351	$ 144,215	$ 81,220
Additions:					
Revenue Fund Deposits	209,450	201,359	186,135	116,826	107,672
Sub-total	$ 209,450	$ 201,359	$ 186,135	$ 116,826	$ 107,672
Withdrawals:					
Principal and Int Payments	178,595	208,790	200,271	179,821	107,904
Sub-total	$ 178,595	$ 208,790	$ 200,271	$ 179,821	$ 107,904
Ending balance	$ 165,782	$ 158,351	$ 144,215	$ 81,220	$ 80,988



Maximum Balance:	167,087	Average Balance:	70,059
Minimum Balance:	8,953		

Observations

- September 30th ending balances are used to pay the October 1st interest and principal payments.
- This report does not include any Scherer debt service sinking funds.
- Timing differences occur due to the accrual of debt service during one fiscal year and the payment in the following fiscal year (primarily fixed rate principal and interest on October 1st of the following fiscal year).
- Projections are based on the debt outstanding as of the quarter-end referenced above.

Electric System Debt Service Reserve Account

For the Third Quarter Ending June 30, 2022

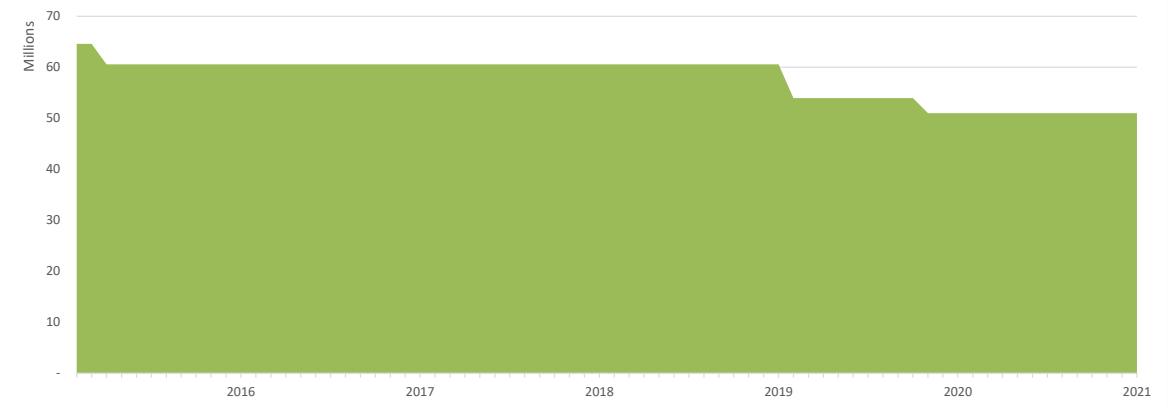
Definitions and Goals

This reserve will be funded, maintained and held for the benefit of bondholders as specified in the Supplemental Resolution authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from operations not be sufficient for such purpose in accordance with the appropriate bond resolution. It is JEA's current practice to fund this reserve account with cash from the sale of bonds; however, revenues may be utilized to fund this reserve if necessary.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 50,993	$ 50,993	$ 50,993	$ 50,993	$ 50,993
Additions:					
Proceeds from Bonds					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Ending Balance	$ 50,993	$ 50,993	$ 50,993	$ 50,993	$ 50,993

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 60,582	$ 60,582	$ 60,582	$ 60,582	$ 50,993
Additions:					
Proceeds from Bonds					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Release to Revenue Fund				2,956	
Release for Defeasance				6,633	
Sub-total	$ -	$ -	$ -	$ 9,589	$ -
Ending balance	$ 60,582	$ 60,582	$ 60,582	$ 50,993	$ 50,993



Maximum Balance:	64,595	Average Balance:	57,867
Minimum Balance:	50,993		

Observations

- This report does not include any Scherer debt service reserves.

Electric System Renewal and Replacement (R&R) / Operating Capital Outlay (OCO)

For the Third Quarter Ending June 30, 2022

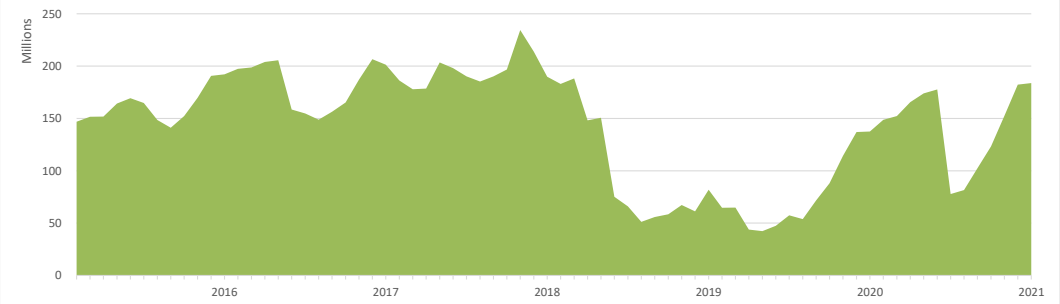
Definitions and Goals

Pursuant to the bond resolution and Article 21 of the City of Jacksonville Charter, JEA is required to deposit from the revenue fund annually an amount for Renewal and Replacement of system assets. According to the bond resolutions the amount is equal to the greater of 10% of the prior year defined annual net revenues or 5% of the prior year defined gross revenues. The funds shall be used for the purposes of paying the cost of extensions, enlargements or additions to, or the replacement of capital assets. In addition, as a portion of the base rate, JEA will recover from current revenue a formula driven amount for capital expenditures known as Operating Capital Outlay. This amount is calculated separately from the R&R deposit and may be allocated for use between capacity or non-capacity related expenditures based on the most beneficial economic and tax related financing structure incorporating the use of internal and bond funding.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 219,509	$ 183,800	$ 183,800	$ 226,030	$ 84,666
Additions:					
R&R/OCO Contribution	90,582	199,744	224,279	122,054	179,056
Transfers betw Capital Fds					
Other	2,271	6,245	7,840	6,705	7,705
Sub-total	$ 92,853	$ 205,989	$ 232,119	$ 128,759	$ 186,761
Withdrawals:					
Capital Expenditures	45,063	122,490	189,889	270,123	241,040
Transfers betw Capital Fds					
Debt Reduction	-	-	-		
Other					
Sub-total	$ 45,063	$ 122,490	$ 189,889	$ 270,123	$ 241,040
Ending Balance	$ 267,299	$ 267,299	$ 226,030	$ 84,666	$ 30,387

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 192,179	$ 201,368	$ 189,922	$ 81,964	$ 137,643
Additions:					
R&R/OCO Contribution	196,589	148,105	197,623	272,342	296,824
Loans betw Capital Fds					
Other	5,074	35,675	39,521	8,389	11,668
Sub-total	$ 201,663	$ 183,780	$ 237,144	$ 280,731	$ 308,492
Withdrawals:					
Capital Expenditures	113,987	181,263	275,042	206,415	155,486
Transfers/loans b/w Capital Fds	37,200				
Debt Defeasance			70,000	18,637	106,849
Other	41,287	13,963	60	-	-
Sub-total	$ 192,474	$ 195,226	$ 345,102	$ 225,052	$ 262,335
Ending balance	$ 201,368	$ 189,922	$ 81,964	$ 137,643	$ 183,800



Maximum Balance:	234,504	Average Balance:	143,160
Minimum Balance:	42,396		

Observations

- Other includes Sale of Property and miscellaneous billings.

Electric System Environmental Fund - Capital Projects

For the Third Quarter Ending June 30, 2022

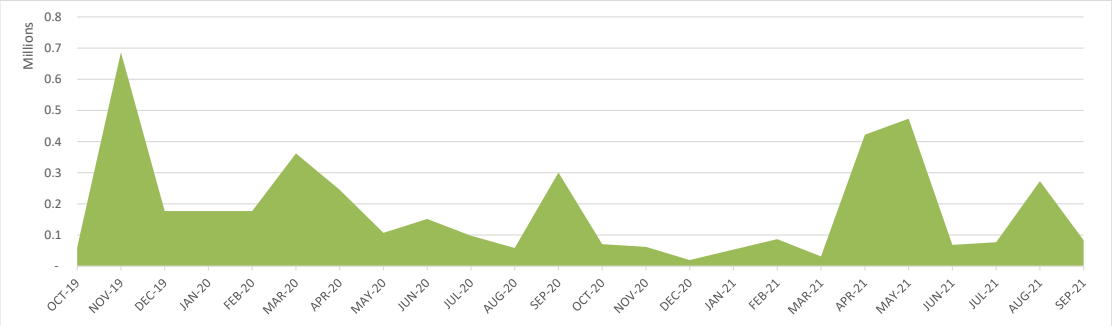
Definitions and Goals

The Environmental Charge will be applied to all kWh consumption and structured to provide funding for major specific environmental and regulatory program needs. The Environmental Charge is designed to recover from customers all costs of environmental remediation and compliance with new and existing environmental regulations, excluding the amount already collected in the Environmental Liability Reserve, as specified in the Pricing Policy for specific environmental and regulatory programs. This fund represents the amounts collected from the Electric System Environmental Charge and used on expenditures for capital projects.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 17	$ 83	$ 83	$ 556	$ -
Additions:					
Environmental Contributions	64	455	2,839	834	7,166
Transfers betw Capital Fds					
Other					
Sub-total	$ 64	$ 455	$ 2,839	$ 834	$ 7,166
Withdrawals:					
Capital Expenditures	73	530	2,366	1,390	7,166
Transfers betw Capital Fds					
Other					
Sub-total	$ 73	$ 530	$ 2,366	$ 1,390	$ 7,166
Ending Balance	$ 8	$ 8	$ 556	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ -	$ -	$ -	$ -	$ 301
Additions:					
Environmental Contributions				4,389	2,769
Loans betw Capital Fds					
Other					
Sub-total	$ -	$ -	$ -	$ 4,389	$ 2,769
Withdrawals:					
Capital Expenditures				4,088	2,987
Transfers/loans b/w Capital Fds					
Other					
Sub-total	$ -	$ -	$ -	$ 4,088	$ 2,987
Ending balance	$ -	$ -	$ -	$ 301	$ 83



Maximum Balance:	686	Average Balance:	180
Minimum Balance:	19		

Observations

- The Environmental Construction Fund began in October 2019.

Electric System Construction / Bond Fund

For the Third Quarter Ending June 30, 2022

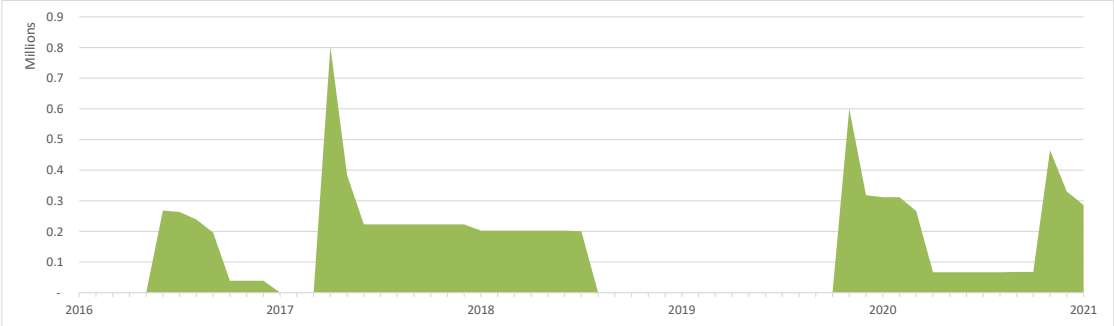
Definitions and Goals

JEA maintains a senior and subordinated construction fund of which bonds proceeds are deposited and used for the payment of the costs of additions, extensions and improvements to the Electric System. The senior construction fund is limited to the costs of additions, extension and improvements relating to non-generation capital expenditures. The subordinated construction fund is used for capital projects relating to all categories of capital expenditures but primarily targeted to fund generation capital expenditures.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 286	$ 286	$ 286	$ -	$ -
Additions:					
Bond Proceeds	-	-	-		18,829
Loans betw Capital Fds					
Other					
Sub-total	$ -	$ -	$ -	$ -	$ 18,829
Withdrawals:					
Capital Expenditures	-	-	286	-	18,829
Transfers betw Capital Fds					
Other					
Sub-total	$ -	$ -	$ 286	$ -	$ 18,829
Ending Balance	$ 286	$ 286	$ -	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ -	$ 2	$ 205	$ 2	$ 314
Additions:					
Bond Proceeds	429	805		601	397
Loans betw Capital Fds					
Other	2				
Sub-total	$ 431	$ 805	$ -	$ 601	$ 397
Withdrawals:					
Capital Expenditures				289	425
Transfers/loans b/w Capital Fds			201		
Other	429	602	2		
Sub-total	$ 429	$ 602	$ 203	$ 289	$ 425
Ending balance	$ 2	$ 205	$ 2	$ 314	$ 286



Maximum Balance:	803	Average Balance:	120
Minimum Balance:	-		

Observations

- JEA's philosophy has been to borrow bond funds on a "just-in-time" basis. Staff has used revolving credit facility borrowings and loans between capital funds to decrease borrowing costs.

Water System Rate Stabilization - Debt Management

For the Third Quarter Ending June 30, 2022

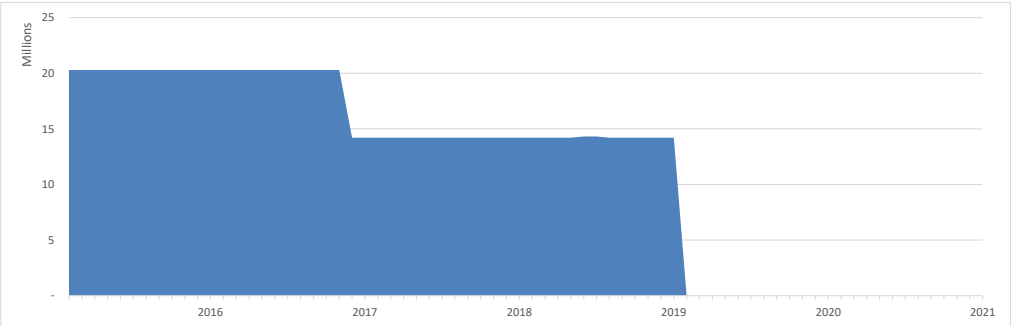
Definitions and Goals

The Water System Bond Resolution authorizes the establishment of a Rate Stabilization Fund ("RSF") in which deposits or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. The Rate Stabilization Funds provide a means to minimize the year-to-year impact to customer charges and support financial metrics by providing consistent revenue collection for expenditures impacted by external factors such as fuel, debt management and regulatory requirements or initiatives. Deposits are made to this RSF for the purpose of managing JEA's debt portfolio. Deposits to this reserve reflect the difference in the actual interest rates for interest expense on the unhedged variable rate debt as compared to the budgeted assumptions for interest expense on the unhedged variable rate debt. Additionally, deposits can be made from excess debt service budget over the actual debt service expense for any fiscal year. However, the total amounts deposited (in addition to actual debt service costs for the fiscal year) cannot exceed the total amount of the budgeted debt service for any fiscal year. At a minimum, 50% of the calculated reserve contribution, if any, will be recorded and deposited each fiscal year. Debt and Investment Committee will review and record at their option an additional contribution amount, up to the full value of the calculated reserve contribution (the remaining 50%). The reserve contributions will be calculated on a system by system basis; however, based on the calculation, any mandatory deposit will exclude the District Energy System. The reserve contributions shall cease in the event the reserve balance exceeds the cap of five percent of the par amount of the total outstanding variable rate debt of all systems. Withdrawals from the Rate Stabilization Fund for Debt Management Strategy can be made for expenses related to market disruption in the capital markets, disruption in availability of credit or unanticipated credit expenses, or to fund variable interest costs in excess of budget.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ -	$ -	$ -	$ -	$ -
Additions:					
Contributions					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals	-	-	-	-	-
Sub-total	$ -	$ -	$ -	$ -	$ -
Ending Balance	$ -	$ -	$ -	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 14,209	$ 14,209	$ 14,209	$ 14,209	$ -
Additions:					
Contributions					
Sub-total	$ -	$ -	$ -	$ -	$ -
Withdrawals:					
Withdrawals			-	14,209	-
Sub-total	$ -	$ -	$ -	$ 14,209	$ -
Ending balance	$ 14,209	$ 14,209	$ 14,209	$ -	$ -



Maximum Balance:	20,290	Average Balance:	11,334
Minimum Balance:	-		

Observations

- Contributions began in June 2009. Funds used for defeasances in October 2019.

Water System Rate Stabilization - Environmental

For the Third Quarter Ending June 30, 2022

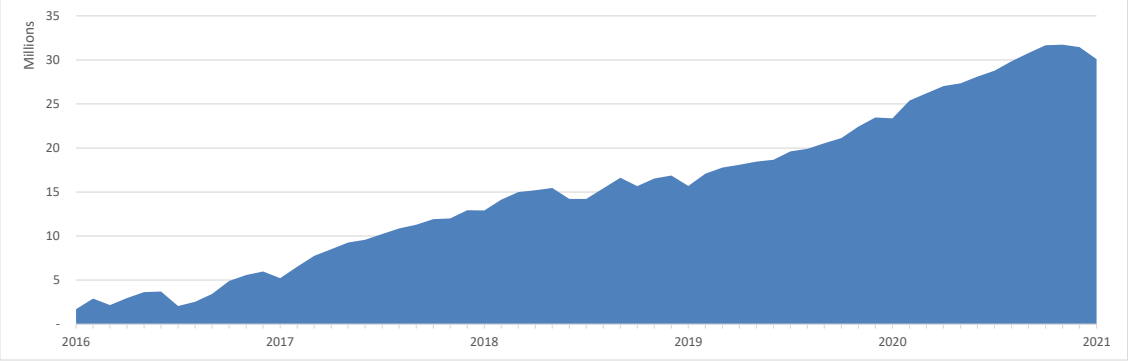
Definitions and Goals

The Water System Bond Resolution authorizes the establishment of a Rate Stabilization Fund in which contributions or withdrawals shall be made as set forth in the current annual budget or an amount otherwise determined by an authorized officer of JEA. The Rate Stabilization Fund provides a means to minimize the year-to-year impact to customer charges and support financial metrics by providing consistent revenue collection for expenditures impacted by external factors such as debt management and regulatory requirements or initiatives.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 29,074	$ 30,077	$ 30,077	$ 23,385	$ 9,516
Additions:					
Contributions	7,517	20,112	27,207	27,004	27,547
Sub-total	$ 7,517	$ 20,112	$ 27,207	$ 27,004	$ 27,547
Withdrawals:					
Withdrawals	6,407	20,005	33,899	40,873	26,530
COJ Septic Tank Agreement			-		
Sub-total	$ 6,407	$ 20,005	$ 33,899	$ 40,873	$ 26,530
Ending Balance	$ 30,184	$ 30,184	$ 23,385	$ 9,516	$ 10,533

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 1,699	$ 5,214	$ 12,914	$ 15,687	$ 23,372
Additions:					
Contributions	24,362	23,829	25,099	25,677	25,198
Sub-total	$ 24,362	$ 23,829	$ 25,099	$ 25,677	$ 25,198
Withdrawals:					
Withdrawals	20,847	16,129	22,326	17,992	18,493
Sub-total	$ 20,847	$ 16,129	$ 22,326	$ 17,992	$ 18,493
Ending balance	$ 5,214	$ 12,914	$ 15,687	$ 23,372	$ 30,077



Maximum Balance:	31,730	Average Balance:	13,789
Minimum Balance:	1,699		

Observations

- Rate Stabilization Fund for Environmental began in June 2010.

Water System Customer Deposits

For the Third Quarter Ending June 30, 2022

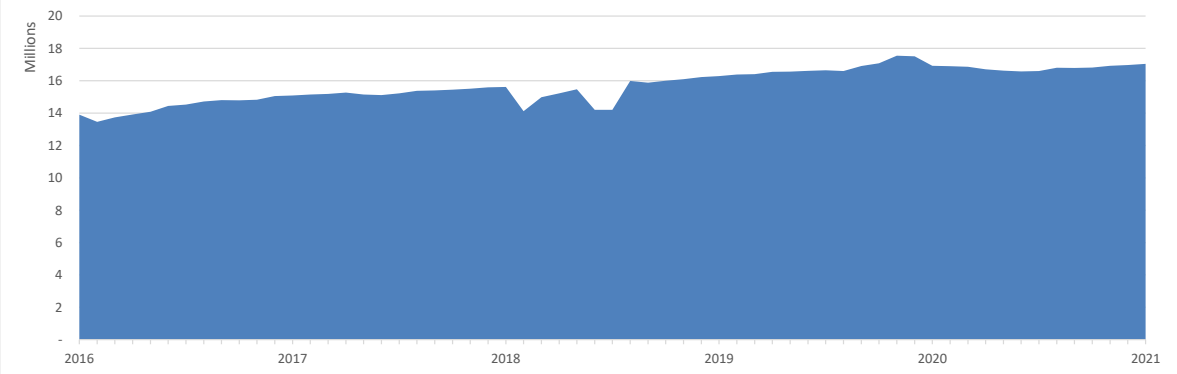
Definitions and Goals

Pursuant to internal procedure CR40400 MBC302 Credit and Collections, JEA accesses customers a deposit that may be used to offset any future unpaid amounts during the course of providing utility service to a customer.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 17,077	$ 17,043	$ 17,043	$ 17,310	$ 18,095
Additions:					
Allocated from Electric	-	356	1,704	1,167	824
Sub-total	$ -	$ 356	$ 1,704	$ 1,167	$ 824
Withdrawals:					
Allocated from Electric	636	958	1,437	383	616
Sub-total	$ 636	$ 958	$ 1,437	$ 383	$ 616
Ending Balance	$ 16,441	$ 16,441	$ 17,310	$ 18,095	$ 18,302

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 13,910	$ 15,086	$ 15,616	$ 16,289	$ 16,926
Additions:					
Allocated from Electric	1,633	730	888	1,318	480
Sub-total	$ 1,633	$ 730	$ 888	$ 1,318	$ 480
Withdrawals:	457	200	215	681	363
Allocated from Electric					
Sub-total	$ 457	$ 200	$ 215	$ 681	$ 363
Ending balance	$ 15,086	$ 15,616	$ 16,289	$ 16,926	$ 17,043



Maximum Balance:	17,549	Average Balance:	15,429
Minimum Balance:	13,239		

Observations

Water System Debt Service Sinking Fund

For the Third Quarter Ending June 30, 2022

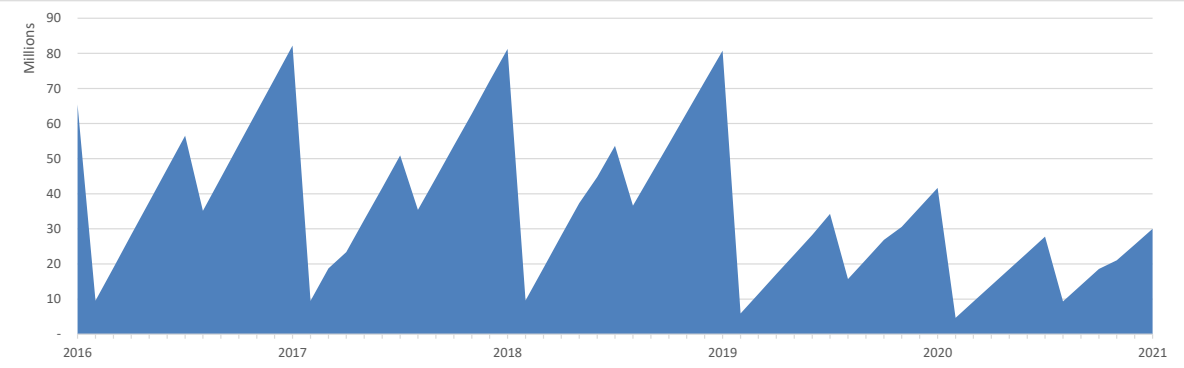
Definitions and Goals

JEA is required monthly to fund from revenues an amount equal to the aggregate of the Debt Service Requirement for senior and subordinated bonds for such month into this account. On or before such interest payment date, JEA shall pay out of this account to the paying agents the amount required for the interest and principal due on such date.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 27,268	$ 30,006	$ 30,006	$ 32,424	$ 74,053
Additions:					
Revenue fund deposits	14,011	41,357	55,646	102,138	104,264
Sub-total	$ 14,011	$ 41,357	$ 55,646	$ 102,138	$ 104,264
Withdrawals:					
Principal and interest payments	22,574	52,658	53,228	60,509	101,945
Sub-total	$ 22,574	$ 52,658	$ 53,228	$ 60,509	$ 101,945
Ending Balance	$ 18,705	$ 18,705	$ 32,424	$ 74,053	$ 76,372

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 65,410	$ 82,208	$ 81,241	$ 80,775	$ 41,660
Additions:					
Revenue fund deposits	114,873	113,636	112,251	69,515	59,573
Sub-total	$ 114,873	$ 113,636	$ 112,251	$ 69,515	$ 59,573
Withdrawals:					
Principal and interest payments	98,075	114,603	112,717	108,630	71,227
Sub-total	$ 98,075	$ 114,603	$ 112,717	$ 108,630	$ 71,227
Ending balance	$ 82,208	$ 81,241	$ 80,775	$ 41,660	$ 30,006



Maximum Balance:	82,208	Average Balance:	35,670
Minimum Balance:	4,659		

Observations

- September 30th ending balances are used to pay Oct 1st interest and principal payments.
- Timing differences occur due to the accrual of debt service during one fiscal year and the payment in the following fiscal year (primarily fixed rate principal and interest on Oct 1st of the following fiscal year).
- Projections are based on the debt outstanding as of the quarter referenced above.

Water System Debt Service Reserve Account

For the Third Quarter Ending June 30, 2022

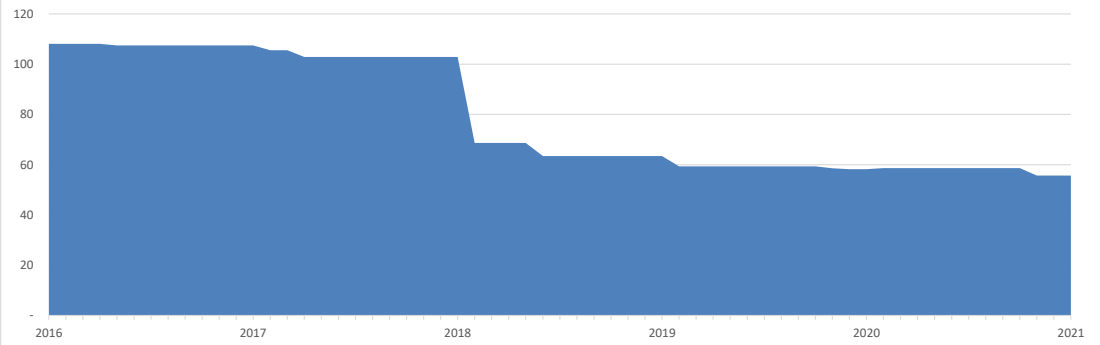
Definitions and Goals

This reserve will be funded, maintained and held for the benefit of bondholders as specified in the Supplemental Resolution authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from operations not be sufficient for such purpose in accordance with the appropriate bond resolution. It is JEA's current practice to fund this reserve account with cash from the sale of bonds; however, revenues may be utilized to fund this reserve if necessary.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 56,606	$ 55,665	$ 55,665	$ 56,606	$ 57,586
Additions:					
Bond Issue - Deposit	-	941	941	980	
Revenue Fund		-			
Sub-total	$ -	$ 941	$ 941	$ 980	$ -
Withdrawals:					
Revenue Fund	-		-		314
Release to Refunding Defeasance			-		1,288
Sub-total	$ -	$ -	$ -	$ -	$ 1,602
Ending Balance	$ 56,606	$ 56,606	$ 56,606	$ 57,586	$ 55,984

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 108,086	$ 107,488	$ 102,850	$ 63,441	$ 58,228
Additions:					
Construction reserves/bond issues				737	
Revenue fund					435
Sub-total	$ -	$ -	$ -	$ 737	$ 435
Withdrawals:					
Revenue fund	598	4,638	5,525	1,689	795
Release for Defeasance			33,884	2,791	2,203
Release to Refunding Defeasance				1,470	
Sub-total	$ 598	$ 4,638	$ 39,409	$ 5,950	$ 2,998
Ending balance	$ 107,488	$ 102,850	$ 63,441	$ 58,228	$ 55,665



Maximum Balance:	116,829	Average Balance:	92,895
Minimum Balance:	58,228		

Observations

- In 2008, debt service reserve sureties downgraded and JEA began replacing those downgraded sureties with cash/investments as required by the bond resolutions. Sureties of $149.8 million are still outstanding but are not eligible to be utilized as debt service reserve deposits per the Bond Resolutions.
- 2018 Bond Resolution amendment will allow the use of $33 million AA+ rated Berkshire Hathaway Assuarance surety policy to be included in Debt Service Reserve Fund funding calculation which allowed the release of $33.8 million to the Construction Fund.

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Water System Renewal and Replacement (R&R) / Operating Capital Outlay (OCO)

For the Third Quarter Ending June 30, 2022

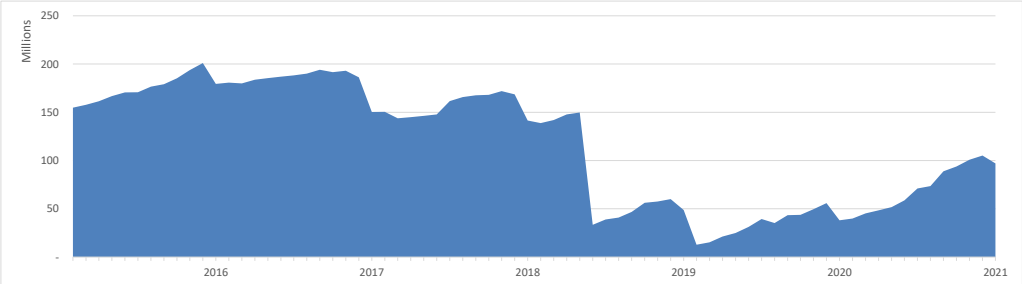
Definitions and Goals

Pursuant to the Water System bond resolutions and Article 21 of the City of Jacksonville Charter, JEA is required to deposit from the revenue fund annually an amount for Renewal and Replacement of system assets. According to the bond resolutions the amount is equal to the greater of 10% of the prior year defined annual net revenues or 5% of the prior year defined gross revenues. The funds shall be used for the purposes of paying the cost of extensions, enlargements or additions to, or the replacement of capital assets of the Electric System. In addition, as a portion of the base rate, JEA will recover from current revenue a formula driven amount for capital expenditures which is referred to as Operating Capital Outlay. This amount is calculated separately from the R&R deposit. In accordance with the Pricing Policy, by 2013, the objective is to fund an amount equal to all non-capacity capital expenditures with current year internally generated funds. Capacity fees are charged to customers as a one- time fee for a new connection to the Water System and a one- time fee for a new connection to the Water Reclaimation System. Capacity charges may be used and applied for the purpose of paying costs of expansion of the Water System or paying or providing for the payment of debt that was issued for the same purpose.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 129,546	$ 97,066	$ 97,066	$ 118,583	$ 16,584
Additions:					
R&R/OCO Contribution	59,089	158,267	188,750	145,687	149,851
Capacity Fees	17,478	34,830	55,171	102,743	112,506
Transfer from Capital Fds			-	-	-
Other	4,311	14,963	21,347	9,200	9,280
Sub-total	$ 80,878	$ 208,060	$ 265,268	257,630	271,637
Withdrawals:					
Capital Expenditures	62,116	156,818	232,167	359,629	255,050
Debt Defeasance					
Other			11,584		
Sub-total	$ 62,116	$ 156,818	$ 243,751	$ 359,629	$ 255,050
Ending Balance	$ 148,308	$ 148,308	$ 118,583	$ 16,584	$ 33,171

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 179,431	$ 150,319	$ 141,415	$ 48,796	$ 38,131
Additions:					
R&R/OCO Contribution	108,119	153,372	150,171	166,107	193,071
Capacity Fees	24,777	28,002	29,389	32,857	39,930
Loans betw Capital Fds	137		268		
Other (incl septic tank)	8,050	6,383	16,390	12,654	7,571
Sub-total	$ 141,083	$ 187,757	$ 196,218	$ 211,618	$ 240,572
Withdrawals:					
Capital Expenditures	165,242	196,637	189,626	191,087	181,637
Loan Repayment			99,189	31,196	
Transfer to Constr. Fund					
Other (incl septic tank)	4,953	24	22		
Sub-total	$ 170,195	$ 196,661	$ 288,837	$ 222,283	$ 181,637
Ending balance	$ 150,319	$ 141,415	$ 48,796	$ 38,131	$ 97,066



Maximum Balance:	201,016	Average Balance:	117,109
Minimum Balance:	12,847		

Observations

● Other includes the Septic Tank Phase-out project, Sale of Property, and the transfer of RSF - Environmental in FY 2016 - 2025.

n

Water System - Environmental Fund [Capital Projects]

For the Third Quarter Ending June 30, 2022

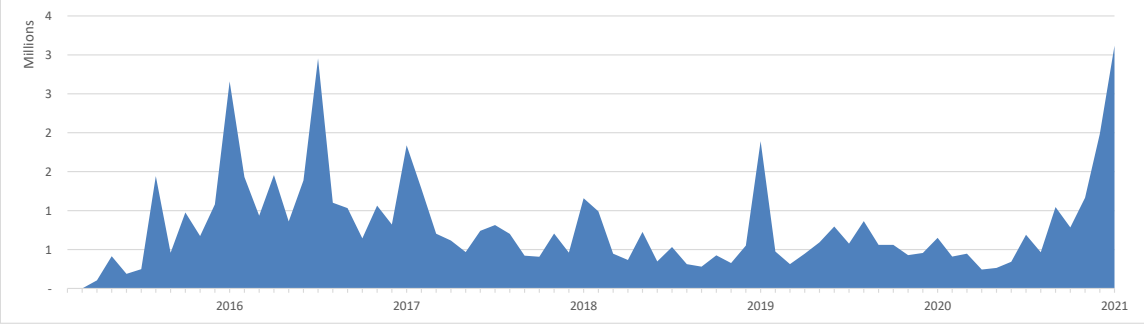
Definitions and Goals

The Environmental Charge will be applied to all water, water reclaimation, irrigation and non bulk user reclaimed consumption. The environmental charge revenue will be collected from customers to partially offset current and future environmental and regulatory needs as specified in the Pricing Policy for specific environmental and regulatory programs.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 1,449	$ 3,118	$ 3,118	$ 1,836	$ 1,174
Additions:					
Environmental Contributions	3,519	8,326	15,609	23,708	21,051
Loans betw Capital Fds					
Other					
Sub-total	$ 3,519	$ 8,326	$ 15,609	$ 23,708	$ 21,051
Withdrawals:					
Capital Expenditures	2,996	9,473	16,891	24,370	21,051
Other					
Sub-total	$ 2,996	$ 9,473	$ 16,891	$ 24,370	$ 21,051
Ending Balance	$ 1,971	$ 1,971	$ 1,836	$ 1,174	$ 1,174

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 2,659	$ 1,839	$ 1,159	$ 1,891	$ 648
Additions:					
Environmental Contributions	12,394	6,691	10,656	6,649	9,743
Loans betw Capital Fds					
Other					
Sub-total	$ 12,394	$ 6,691	$ 10,656	$ 6,649	$ 9,743
Withdrawals:					
Capital Expenditures	13,214	7,370	9,924	7,892	7,273
Septic Tank Phase Out					
Other		1			
Sub-total	$ 13,214	$ 7,371	$ 9,924	$ 7,892	$ 7,273
Ending balance	$ 1,839	$ 1,159	$ 1,891	$ 648	$ 3,118



Maximum Balance:	3,118	Average Balance:	793
Minimum Balance:	-		

Observations

n

Water System - Construction / Bond Fund

For the Third Quarter Ending June 30, 2022

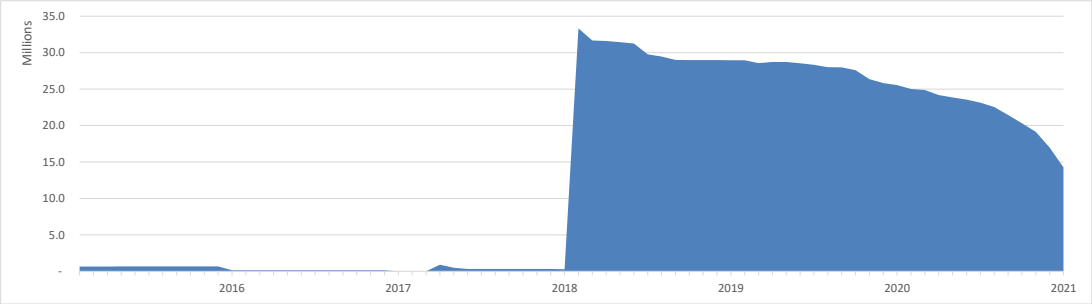
Definitions and Goals

JEA maintains a senior and subordinated construction fund of which bonds proceeds are deposited and used for the payment of the costs of additions, extensions and improvements to the Water System.

	Current Activity		Projected Activity		
(In Thousands)	Quarter-End	Year -to-Date	2022	2023	2024
Opening Balance	$ 6,395	$ 14,266	$ 14,266	$ -	$ -
Additions:					
Bond Proceeds	-	-			200,000
Revolving credit facility				-	
Other	4	14	15,428	-	
Sub-total	$ 4	$ 14	$ 15,428	$ -	$ 200,000
Withdrawals:					
Capital Expenditures/Bond Issue Costs	2,263	10,148	29,694	-	200,000
Other					
Sub-total	$ 2,263	$ 10,148	$ 29,694	$ -	$ 200,000
Ending Balance	$ 4,136	$ 4,132	$ -	$ -	$ -

Historical Activity

	2017	2018	2019	2020	2021
Opening Balance	$ 152	$ 15	$ 284	$ 28,968	$ 25,541
Additions:					
Bond Proceeds		894	33,884	506	520
Revolving credit facility					
Loans/transfers b/w Capital Fds					
Other				837	34
Sub-total	$ -	$ 894	$ 33,884	$ 1,343	$ 554
Withdrawals:					
Capital Expenditures		623	4,930	4,770	11,829
Bond Proceeds					
Loans/trnsf btw CapFds					
Other	137	2	270	-	-
Sub-total	$ 137	$ 625	$ 5,200	$ 4,770	$ 11,829
Ending balance	$ 15	$ 284	$ 28,968	$ 25,541	$ 14,266



Maximum Balance:	33,333	Average Balance:	13,460
Minimum Balance:	15		

Observations

- JEA's philosophy has been to borrow bond funds on a "just-in-time" basis. Staff has used revolving credit facility borrowings and loans between capital funds to decrease borrowing costs. Release of Debt Service Reserve Funds in Oct 2018.

Finance and Operations Committee Report 8/11/2022

Energy Market Risk Management: Physical and Financial Positions

Summary as of 8/1/2022	
Projected FY22 Fuel Expense (Budget = $376M)	$701
Projected FY23 Fuel Expense (Budget = $672M)	$755
EMRM Compliance	Yes
Counterparty Credit Limit Exceptions	No
Any Issues of Concern	No

Table 1: Physical Counterparties (Contracts One Year or Greater) as of 8/1/2022

	Generating Unit	Fuel Type	Supplier/Counterparty	Contract Type	Remaining Contract Value	Remaining Contract Term
	NS CFB	Limestone	CY22-CY24 Vulcan	Fixed Price	$7,549,499	2.42 years
	NG Fleet	Natural Gas	Shell Energy	Index w/Fixed Price Option	$886,720,738	8.83 years
	NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	$193,357,556	26.66 years
	NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	$186,661,404	26.83 years
	NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	$114,842,304	16.66 years
	NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	$179,322,279	26.91 years
*	NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	$300,491,999	30 years

*New this report

Table 2: Financial Positions as of 8/1/2022

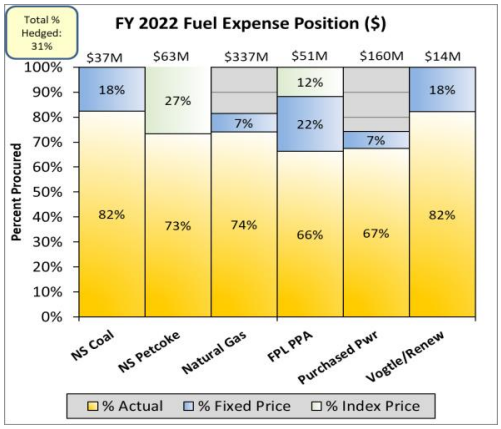
Year	Commodity	Physical Volume (mmBtu)	Hedged Volume (mmBtu)	Percent Hedged	Unhedged Cost	Hedge Type	Hedge Price	Mark-to-Market Value	Counter Party
FY22	Natural Gas	4,868,579	1,800,000	37.0%	$ 8.28	Swap	$ 2.57	$ (10,281,600)	Wells Fargo & RBC
FY23	Natural Gas	58,701,453	24,824,000	42.3%	$ 6.47	Swap	$ 2.79	$ (95,650,647)	Wells Fargo & RBC
FY24	Natural Gas	57,977,722	26,015,900	44.9%	$ 4.78	Swap	$ 3.48	$ (37,318,217)	Wells Fargo & RBC
FY25	Natural Gas	54,153,172	15,457,600	28.5%	$ 4.54	Swap	$ 3.32	$ (18,035,416)	Wells Fargo & RBC
FY26	Natural Gas	53,833,671	6,720,200	12.5%	$ 4.40	Swap	$ 3.46	$ (5,619,765)	Wells Fargo & RBC
FY27	Natural Gas	54,989,641	659,000	1.2%	$ 4.34	Swap	$ 4.20	$ (333,624)	Wells Fargo & RBC
CY22-31	Nat.Gas-PPA	114,445,000	80,111,500	70.0%	$ 4.82	Swap	$ 2.58	$ (179,859,435)	Nextera

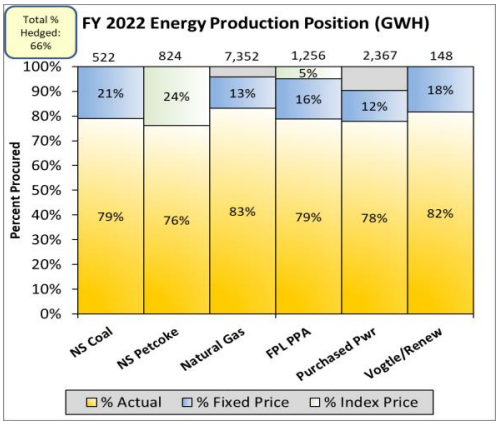
Table 3: Fuel & Purchase Power Procurement as of 8/1/2022

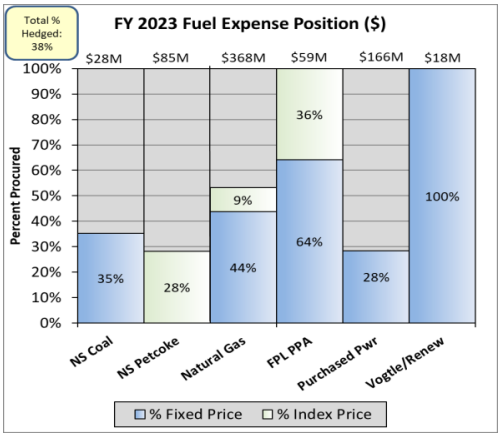
Fuel Type	Natural Gas	Coal	Petcoke	Limestone	FPL PPA	PurchPwr	Oil/Diesel	Renewables	Vogtle
FY22 Remaining / Energy Mix	38%	5%	6%	N/A	33%	16%	0%	1%	-
Expected Spend ($)	87.2M	6.6M	16.8M	0.8M	17.0M	52.1M	1.2M	2.5M	-
% Procured	28%	100%	100%	100%	100%	21%	100%	100%	-
% Hedged	28%	100%	0%	100%	65%	21%	100%	100%	-
	Natural Gas	**Coal**	**Petcoke**	**Limestone**	**FPL PPA**	**PurchPwr**	**Oil/Diesel**	**Renewables**	**Vogtle**
FY23 Budget / Energy Mix	58%	3%	9%	N/A	12%	15%	0%	1%	2%
Expected Spend ($)	367.7M	27.9M	84.8M	3.6M	59.2M	166.3M	6.7M	14.6M	3.5M
% Procured	53%	35%	28%	100%	100%	0%	100%	100%	100%
% Hedged	44%	35%	0%	100%	64%	0%	100%	100%	100%
FY24 Projection / Energy Mix	58%	1%	10%	N/A	7%	12%	0%	1%	6%
Expected Spend ($)	256.5M	10.8M	74.6M	3.2M	43.9M	98.0M	5.1M	14.7M	12.0M
% Procured	67%	0%	0%	100%	100%	0%	100%	100%	100%
% Hedged	51%	0%	0%	100%	72%	0%	100%	100%	100%

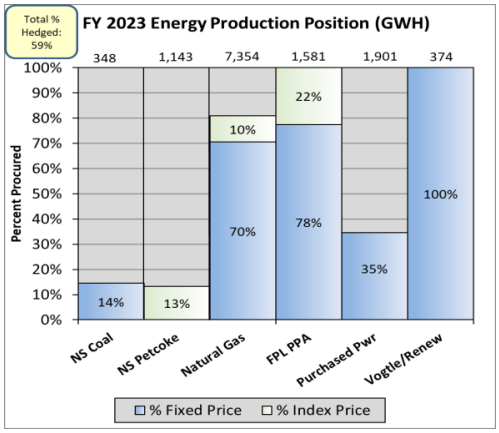
Supporting Notes:

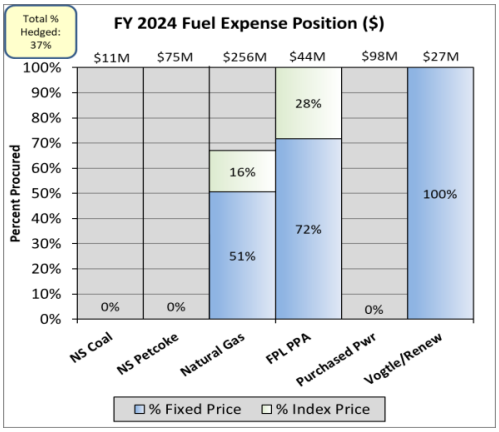
- Renewable purchase power agreements are not included in Table 1
- Table 1: Natural Gas discount; Municipal Gas Authority of Georgia (MGAG) issues municipal bonds to prepay for gas, allowing them to offer discounts to JEA for qualified use
- Table 2 shows negative Mark-to-Market values, this indicates a projected payment to JEA for realized hedges
- Table 3: FY Energy Mix based on MWH; the procured percent relates to inventory on hand, or contracted and the percent hedged is inventory on hand or contracted with fixed pricing or financial hedges
- Renewables in Table 3 represent signed agreements and an estimated cost for pending contracts
- Table 3: FY22 Projections includes Scherer 4 retirement as of 1/1/2022 with an FPL PPA agreement as replacement
- Scherer 4 retired on 1/1/22; Excess coal resold to other co-owners
- CY2022 contracts have been executed for Northside coal (fixed price) and petcoke (indexed price)

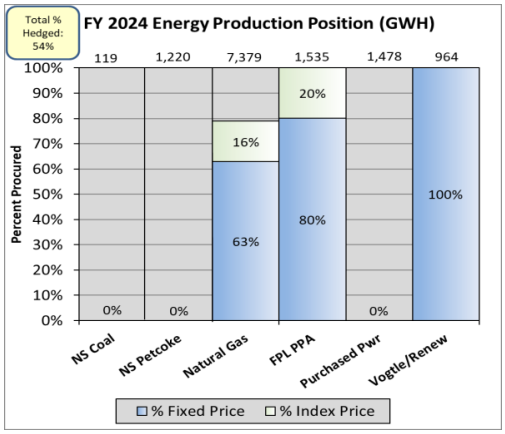

Total % Hedged: 31%
FY 2022 Fuel Expense Position ($)
$37M $63M $337M $51M $160M $14M
18% 27% 7% 12% 7% 18%
82% 73% 74% 66% 67% 82%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Actual % Fixed Price % Index Price


Total % Hedged: 66%
FY 2022 Energy Production Position (GWH)
522 824 7,352 1,256 2,367 148
21% 24% 13% 5% 16% 12% 18%
79% 76% 83% 79% 78% 82%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Actual % Fixed Price % Index Price


Total % Hedged: 38%
FY 2023 Fuel Expense Position ($)
$28M $85M $368M $59M $166M $18M
35% 28% 9% 44% 36% 64% 28% 100%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Fixed Price % Index Price


Total % Hedged: 59%
FY 2023 Energy Production Position (GWH)
348 1,143 7,354 1,581 1,901 374
14% 13% 70% 10% 78% 22% 35% 100%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Fixed Price % Index Price


Total % Hedged: 37%
FY 2024 Fuel Expense Position ($)
$11M $75M $256M $44M $98M $27M
0% 0% 51% 16% 72% 28% 0% 100%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Fixed Price % Index Price


Total % Hedged: 54%
FY 2024 Energy Production Position (GWH)
119 1,220 7,379 1,535 1,478 964
0% 0% 63% 16% 80% 20% 0% 100%
Percent Procured
NS Coal NS Petcoke Natural Gas FPL PPA Purchased Pwr Vogtle/Renew
% Fixed Price % Index Price

IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

CUSTOMER & WORKFORCE COMMITTEE

8th Floor, 21 West Church Street, Jacksonville, FL 32202
September 16, 2022 | 9:00 am – 11:00 am

WELCOME

Meeting Called to Order Adoption of Agenda (Action)	Tom VanOsdol, Chair
Safety Briefing & Values Moment	Charna Flennoy, Manager, Talent Acquisition Services

COMMENTS / PRESENTATIONS

Comments from the Public	Public

FOR COMMITTEE CONSIDERATION

FY22 Business Customer Satisfaction Results	Randy Swift, Director, Business Relationships & Project Outreach
Voice of the Customer Program	Tim Hunt, Vice President, Customer Experience Insights & Digitization
Affordability and Service Delivery Enhancements	Chris Jackson, Director, Customer Revenue
Appointment of Dr. Edythe Abdullah to the City of Jacksonville Civil Service Board (Action)	David Emanuel, Chief Human Resources Officer
Diversity, Equity, & Inclusion	Paul McFadden, Director, Diversity, Equity & Inclusion
Collective Bargaining Unit Agreements (Action)	Pat Maillis, Senior Director, Employee Services Andy Bemis, Manager, Labor Relations
Pay for Performance Plan (Action)	Pat Maillis, Senior Director, Employee Services
FY23 Corporate Scorecard	Jordan Pope, Vice President, Corporate Strategy

OTHER BUSINESS AND CLOSING CONSIDERATIONS

Other New Business / Open Discussion Announcements – Next Committee Meeting October 21, 2022	Tom VanOsdol, Chair
Adjournment	



Customer & Workforce Committee

September 16, 2022

To submit a public comment to be read during the meeting, please email Melissa Charleroy at charmm2@jea.com. Public comments must be received no later than 9:10 am.

To provide public comment via WebEx, please refer to the Public Notice on jea.com for detailed instructions.

If you experience any technical difficulties during the meeting, contact Ontario Blackmon at (904) 665-4203 or JEA's WebEx Support Team at webexsupport@jea.com.



Safety Briefing & Values Moment

Charna Flennoy
Manager, Talent Acquisition Services

Safety Briefing

In the event of an emergency, JEA Security will call 911 and coordinate any required evacuation

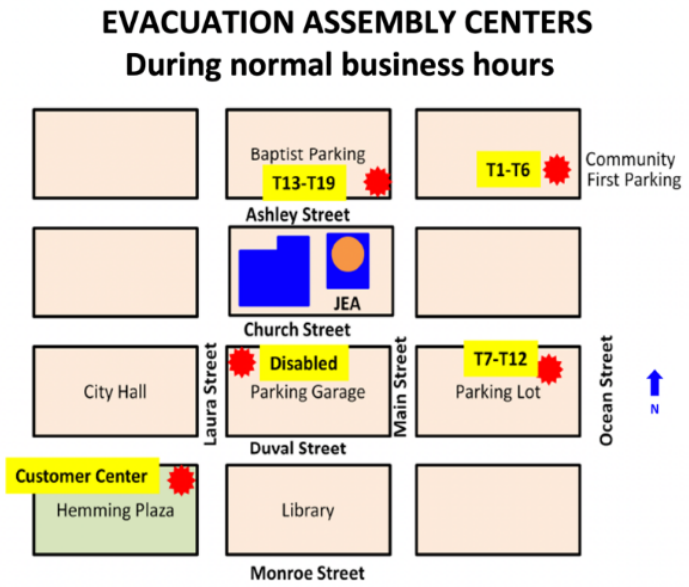
Emergency Evacuation Route (use stairwell)

Assembly Location: Parking Lot (corner of Church & Ocean St.)

Safety or Medical Assistance: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



Be Prepared for Emergencies


SAFETY - EMOTIONAL SAFETY IN THE WORKPLACE
Fosters an environment where employees share thoughts and feelings with peers and leaders
Creating an emotionally safe workplace
Acknowledge employee contributions
Actively listen to thoughts and views
Celebrate individualism
"When we strive to become better than we are, everything around us becomes better too."
- Paulo Coelho
*Source: PsychCentral



FY22 Business Customer Satisfaction Results

Randy Swift

Director, Business Relationships & Project Outreach

FY22 Business Customer Satisfaction Results

JD Power Business Study	FY21 Score	FY22 Score		Change
Overall Satisfaction	748	788	↑	40 pts
Power Quality & Reliability	774	819	↑	45 pts
Price	690	735	↑	45 pts
Billing & Payment	795	837	↑	43 pts
Communication	726	762	↑	36 pts
Corporate Citizenship	714	740	↑	26 pts
Customer Service	818	854	↑	36 pts

- Employee Engagement
- Value Enhancements
- Energy Efficiency Rebates
- Small Business Education Series
- Rates Optimization

Year-over-year improvement in every driver of customer satisfaction


Cost Reduction Strategies
JEA
costs
Rebate Programs
Efficiency Assessments
Industrial Assessment Center
Energy Audits
Electrification

Cost Reduction Strategies



- Customer Service Delivery Model
- Workforce Management Upgrade
- Chat Functionality
- Mystery Shopping Program
- End of Call Survey Makeover



Voice of the Customer (VOC) Program

Tim Hunt
Vice President, Customer Experience Insights & Solutions

JEA

Earn Customer Loyalty

Voice of the Customer Program

What is it?

PURPOSE

Understand customers' perceptions and experiences when engaging with JEA

HOW

Gather, analyze, and act on customer feedback to create a customer-centric culture

RESULTS

Provides timely and relevant insight and recommendations to help drive systematic improvement of the customer experience

A successful VOC program:

- Puts our customers' needs center stage
- Drives brand, product, and service improvements for an unbeatable customer experience



The only reason for a company to exist is to serve its customers


Interaction Drives Perception
Visits jea.com
Receives high bill
Receives outage notification
Reads e-mail from Jay Stowe
Sees JEA employees volunteering
Receives high bill alert
Experiences an outage
Reads news article
Customer centricity is not optional

Ease of Doing Business

1. **WEB**
   - Look up information on water leaks
   - Review consumption history
   - Make a payment
2. **LIVE AGENT**
   - Apply for a pay plan
   - Start new service
   - High bill complaint
3. **INTERACTIVE VOICE RESPONSE (IVR)**
   - Make a payment
   - Get account balance
   - Report an outage
4. **E-MAIL**
   - Ask a question about an offering
   - Identify a problem
   - Recognize an employee
5. **FIELD**
   - Energy Audit
   - Project in community
   - Energy efficiency upgrades



We must apply systematic rigor to achieve results

Elements of a Journey Map

Addressing Gaps in Expectations, Processes, and Data



Steps in the Journey



Touchpoints at Each Step



Data/Key Performance Indicators at Each Step



Business Process Underlying Each Step



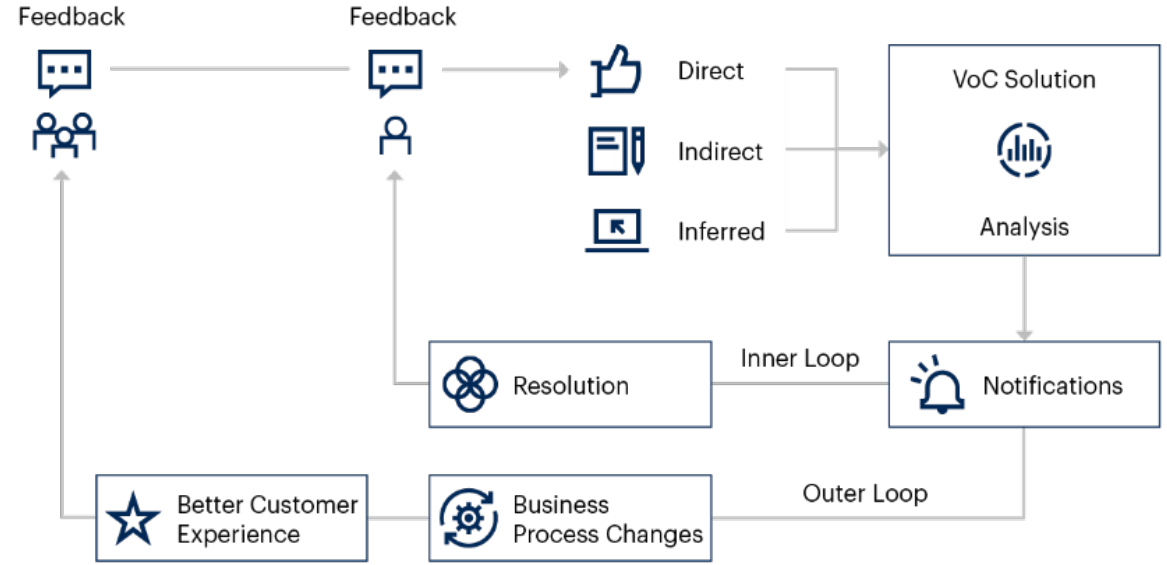
Ownership

Turning the voice of the customer into action

Driving Action

Closing the VOC loop

Customer Feedback Loop



Source: Gartner
733173_C

Gartner

Using customer feedback to inform internal processes



Affordability and Service Delivery Enhancements

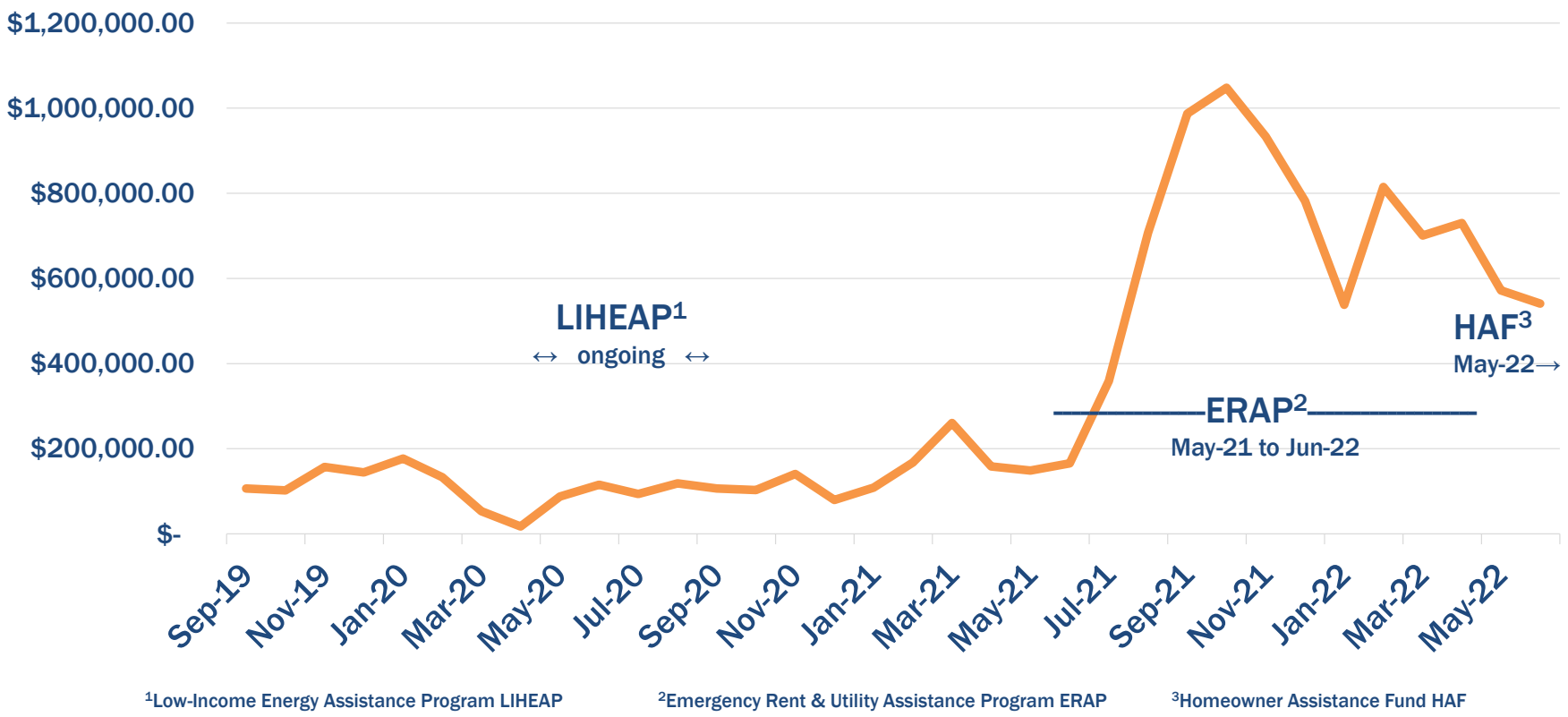
Chris Jackson
Director, Customer Revenue

JEA

Earn Customer Loyalty

Federal Government Utility Assistance

Sept 2019 – June 2022



[1]Low-Income Energy Assistance Program LIHEAP [2]Emergency Rent & Utility Assistance Program ERAP [3]Homeowner Assistance Fund HAF


Equity Initiatives
Agency Partnerships
Energy Efficiency Efforts
Customer Assistance Funding FY22
Neighbor to Neighbor
$148,680
Social & Health Agencies
$615, 309
Faith-Based Agencies
$63,991
Federal (LIHEAP)
$2,479,525



Appointment of Dr. Edythe Abdullah to the City of Jacksonville Civil Service Board

David Emanuel
Chief Human Resources Officer

Appointment of Dr. Edythe M. Abdullah as JEA Representative on the City of Jacksonville Civil Service Board

In accordance with Article 17 of the Jacksonville Municipal Code, JEA makes two appointments to the nine-member Civil Service Board ("CSB")

Appointees are limited to two 3-year terms

The CSB functions include:

"Hear and determine appeals initiated by employees who are charged with violations of the personnel provisions of this chapter and the civil service regulations authorized by ordinance or civil service rules ..."

Dr. Abdullah is the Dean of Continuing Education at the University of North Florida, a respected member of our community, and is uniquely qualified to serve in this capacity

If approved, this will be Dr. Abdullah's first term

The appointment requires City Council approval





Diversity, Equity, & Inclusion

Paul McFadden
Director, Diversity, Equity, & Inclusion

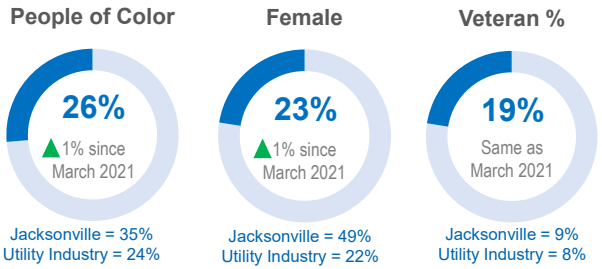
JEA®

Develop an Unbeatable Team

Our JEA Workforce…

We want the demographics of our workforce to **reflect the diversity of northeast Florida** – so we must be intentional in our recruiting efforts to ensure our candidate pools are diverse, grow diversity in leadership, and support diversity in the community

WHERE WE ARE NOW



Notes:
1. Excludes JEA Temporaries and External Contractors
2. Jacksonville demographic data is 2018 MSA estimates (Duval, St. Johns, Clay, Nassau, & Baker Counties) Source: 2014-2018 ACS 5-Year EEO Estimates
3. Utility Industry demographic data is from Center for Energy Workforce Development (CEWD) 2021 Workforce Pipeline Survey Results

June 2022	White	Minority	Minority %	Δ Minority since March 2021	Male	Female	Female %	Δ Gender since March 2021
Craft/Skilled Workforce	987	303	23%	1.0%	1083	207	16%	1.0%
Individual Contributor	288	153	35%	1.0%	275	166	38%	2.0%
Manager & Specialist	154	52	25%	0.0%	142	64	31%	3.0%
Director	40	8	17%	8.0%	34	14	29%	-4.0%
Extended Leadership Team	10	2	17%	-11.6%	12	0	0%	0.0%
Leadership Team	6	3	33%	7.5%	4	5	56%	5.5%
Board of Directors	6	1	14%	-14.3%	6	1	14%	0.0%

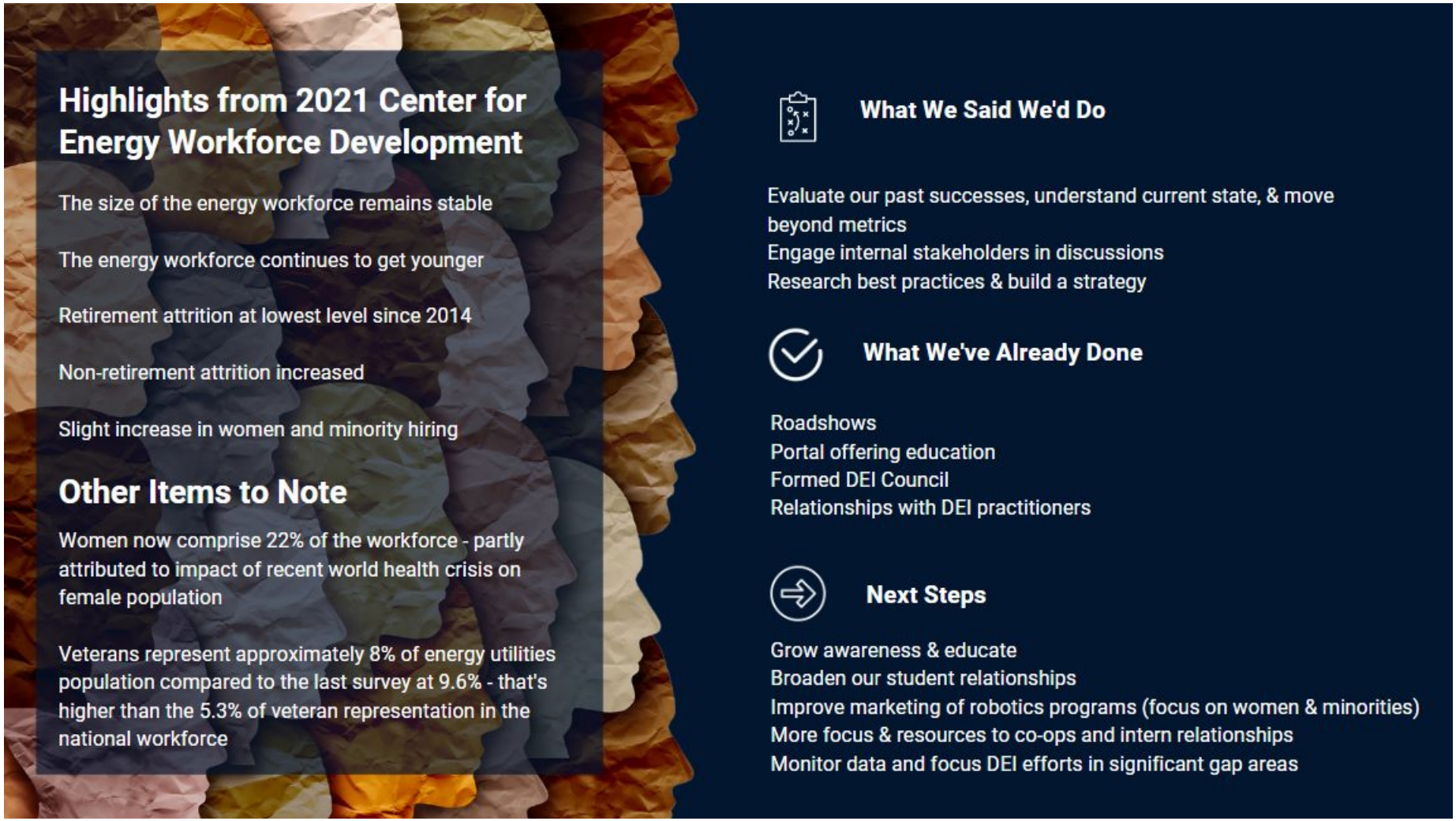
Our focus over the next three years…

Ensuring diverse candidate pools in our recruiting efforts

Partner with local organizations to grow diverse talent

Maintain or increase diversity in leadership

Support diversity in the community


Highlights from 2021 Center for Energy Workforce Development
The size of the energy workforce remains stable
The energy workforce continues to get younger
Retirement attrition at lowest level since 2014
Non-retirement attrition increased
Slight increase in women and minority hiring
Other Items to Note
Women now comprise 22% of the workforce - partly attributed to impact of recent world health crisis on female population
Veterans represent approximately 8% of energy utilities population compared to the last survey at 9.6% - that's higher than the 5.3% of veteran representation in the national workforce
What We Said We'd Do
Evaluate our past successes, understand current state, & move beyond metrics
Engage internal stakeholders in discussions
Research best practices & build a strategy
What We've Already Done
Roadshows
Portal offering education
Formed DEI Council
Relationships with DEI practitioners
Next Steps
Grow awareness & educate
Broaden our student relationships
Improve marketing of robotics programs (focus on women & minorities)
More focus & resources to co-ops and intern relationships
Monitor data and focus DEI efforts in significant gap areas



Collective Bargaining Unit Agreements

Pat Maillis
Senior Director, Employee Services

Andy Bemis
Manager, Labor Relations

Develop an Unbeatable Team

Bargaining Unit Composition

JEA's workforce is primarily comprised of highly technical, highly trained individuals

79% (1,595) of JEA's total workforce is represented by a collective bargaining agreement with an average wage of $39.22



Skilled & Semi-Skilled Craft and Technicians - 68%

Typical jobs include Line Maintainers, Pipefitters, Meter Technicians, Power Plant Operators, etc.



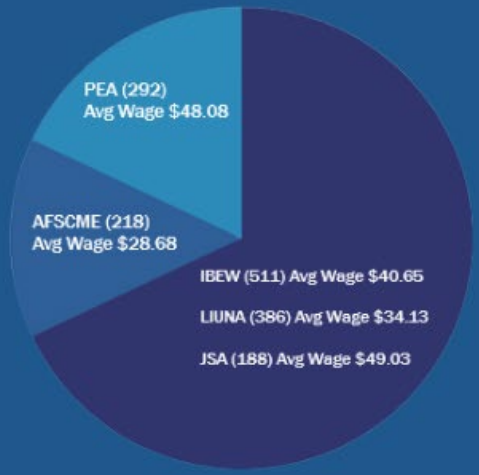
Professional - 18%

Typical jobs include Accounting, Engineering, Finance, Technolgy, etc.



General Admin - 14%

Typical jobs include Human Resources, Procurement, etc.



Collective Bargaining Unit Agreements

JEA completed negotiations with all five (5) collective bargaining units for three (3) year agreements commencing October 1, 2022 – September 30, 2025

Key Considerations:

2.8% unemployment rate for Jacksonville

Historically high inflation, Consumer Price Index (CPI) for Southeast 9. 8%

Wage pressures as a result of limited talent pool

All Workforce Indices

7.6%
Turnover

15%
Eligible to Retire

135
Current Job Openings

Agreements require the Jacksonville City Council approval

Collective Bargaining Unit Agreements

Wages

Union	Year 1	Year 2	Year 3	Ratification Incentive	CPI Consideration
AFSCME	8%	4.5%	3.5%	3%	Years 2 & 3
IBEW	8%	4.5%	3.5%	3%	Years 2 & 3
JSA	9%	4.5%	3.5%	3%	Years 2 & 3
LIUNA	8%	4.5%	3.5%	3.25%	Years 2 & 3
PEA					
General Increase	2%	2%	2%	3%	
Performance Pay	6%	4%	3%		Years 2 & 3
Range Minimum	2%	2%	2%		
Range Maximum	6%	3%	2%		

Collective Bargaining Unit Agreements

Other Notable Changes

Increase to Longevity Pay

Bargaining unit employees will now receive an increase in salary as follows:

- $325 per year for every five (5) year period of continuous service through year fifteen (15)
- Thereafter, an increase in salary of $500 per year for every five (5) year period of continual service
- Currently employees receive $300 per year for every five (5) year period of continuous service

Dependent Coverage

JEA will now pay 60% of the cost of an employee's dependent health coverage

Currently JEA pays 50%

Benefits Insurance Committee

Unions will be provided up to two (2) representatives to attend the Quarterly Benefits meeting to get updates on plan performance and to provide input regarding the group health plans

Holidays

Agreed to the addition of the Juneteenth holiday

Recapitalization Language

Union's have all agreed to remove the articles and exhibits regarding the terms of a recapitalization

Staff requests the Customer & Workforce Committee recommend the proposed agreements to the Board for approval



FY23 Pay for Performance Program

Pat Maillis
Senior Director, Employee Services

JEA

Develop an Unbeatable Team

Program Summary

The Pay for Performance Program was introduced in 1990 and is available to all employees

The original program and successor programs have successfully served to focus employees on key corporate measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence

The program is a key component of the JEA Total Rewards package and complies with FL Statute 215.425(3) and City Ordinance Article 21 Section 21.08(f)

The program metrics center around three strategic areas of focus, Earn Customer Loyalty, Deliver Business Excellence, and Develop an Unbeatable Team

Earn
CUSTOMER LOYALTY

- Ease of doing business
- Environmental stewardship
- Economic development
- Community engagement
- Stakeholder Relationships
- JEA Brand Management

Deliver
BUSINESS EXCELLENCE

- Affordable rates
- Sound financial decisions
- Integrated Resource Plan
- Resilient/reliable infrastructure
- Technology, tools & data
- New business opportunities
- Real estate portfolio

Develop an
UNBEATABLE TEAM

- Exceptional work culture
- Diversity, equity & inclusion
- Employee development
- Employee engagement
- Labor relations
- 'Work from Wherever' approach
- Long-term workforce planning

Safety Performance Metric

JEA proposes to continue targeting its **lost time incident rate (LTIR)** as the primary lagging safety performance indicator in FY23

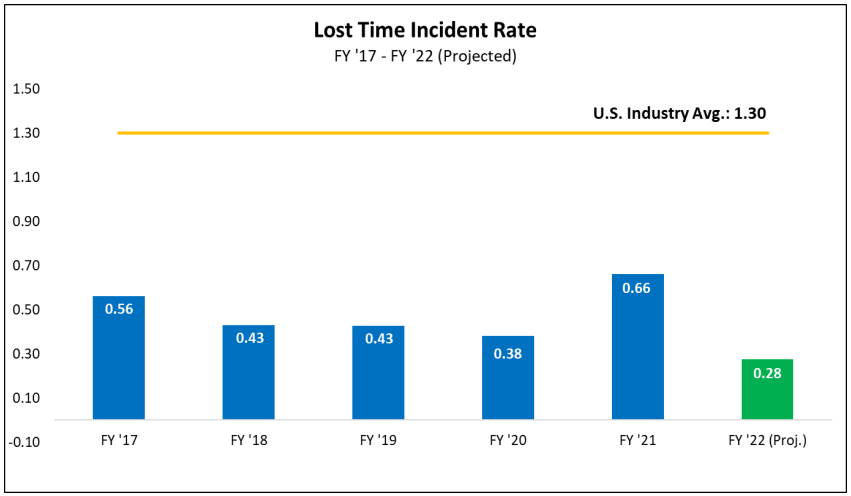
Further reducing our LTIR will continue to improve our overall safety culture, employee well-being, performance, and the company's bottom line

The proposed targets are 74% (meets) - 78% (exceeds) below industry average LTIR and takes into consideration past performance

JEA will continue to monitor various other lagging and leading safety performance indicators, but primary emphasis will be on further reducing our LTIR

FY23 Recommended Performance Thresholds

Meets < 0.35 – 0.28
Exceeds < 0.28



LTIR = [number of lost time injuries ÷ hours worked] x 200,000

Further reduce LTIR in FY23 and beyond

Customer Satisfaction Metric

Study	FY22	FY23 Recommendation
Residential	Exceeds 1st Q Meets 2nd Q	Maintain FY22 Goals
Commercial	Exceeds 1st Q Meets 2nd Q	Maintain FY22 Goals

Residential Customer Satisfaction

Overall rankings look to be steading YTD

With one wave left to go, we could still achieve our "Meets" goal

Commercial Customer Satisfaction

Improvement in both score and ranking, moving from the bottom of the 4th Quartile to the top of the 3rd Quartile

JD Power Business Study	FY21 Score	FY22 Score	Change
Overall Satisfaction	748	788	↑ 40 pts
Power Quality & Reliability	774	819	↑ 45 pts
Price	690	735	↑ 45 pts
Billing & Payment	795	837	↑ 43 pts
Communication	726	762	↑ 36 pts
Corporate Citizenship	714	740	↑ 26 pts
Customer Service	818	854	↑ 36 pts

JD Power Residential Study	FY21 Score	FY22 Score	Change
Overall Satisfaction	747	747	= 0 pts
Power Quality & Reliability	784	784	= 0 pts
Price	690	681	↓ -9 pts
Billing & Payment	801	803	↑ 2 pts
Communication	711	728	↑ 17 pts
Corporate Citizenship	699	694	↓ -5pts
Customer Service	801	794	↓ -7 pts

FY23 targets balance achievability with our vision to be the top utility in the nation

Financial Performance Metrics

The current financial cost metric of 95% to 100% spend of Operations and Maintenance (O&M) will be extended into the new fiscal year

Metric will include Total O&M including DES and Natural Gas

Operations & Maintenance ($M) - Target 95% - 100% Budget							FY 2023		
	2017	2018	2019	2020	2021	2022 F	Does Not Meet	Meets	Does Not Meet
Actual	$343,490	$359,493	$380,592	$393,047	$380,941	$424,496	< $480,947	$480,947 - $506,260	> $506,260
% Budget Spend	91.5%	92.9%	93.3%	83.3%	88.2%	91.5%	< 95%	95% - 100%	>100%

*All data includes total O&M for Electric, Water, and District Energy funds.
**DSM, Environmental, and Natural Gas O&M included in total O&M

Metric may only be achieved if actual spend is within 5% of approved budget

Resources will continually be provided for consistent review of departmental budgets, driving to identify available funds to be used for strategic items not yet funded

Sound financial decisions that will result in Business Excellence

FY23 Proposed Pay for Performance Program

FY23 metrics will continue to focus on the company's strategic initiatives and areas of focus

Recommend retaining the performance measures implemented in FY22, updating the performance metrics to reflect a continued focus on achieving higher performance:

Strategic Focus Area	FY23 Pay for Performance Measures	Meets	Exceeds
Unbeatable Team	Safety – Lost-Time Incident Rate (LTIR)	< 0.35 - 0.28	< 0.28
Customer Loyalty	Residential Customer Satisfaction	2nd Quartile	1st Quartile
	Business / Commercial Customer Satisfaction	2nd Quartile	1st Quartile
Business Excellence	Total Non-Fuel O&M Expense	$480,947 - $506,260	Not Eligible

Total estimated cost of FY23 Pay for Performance Program not to exceed $9,724,559

Requesting Board approval of FY23 Pay for Performance Program



FY23 Corporate Scorecard Metrics

Jordan Pope
Vice President, Corporate Strategy

Develop an Unbeatable Team



FY23 Corporate Scorecard

FY22 Metrics Removed

Retention

New Hires

Diversity – Veteran Representation

Nitrogen to the River

Environmental Compliance – Permit Exceedances

Sales – Electric System

Sales – Water System

Sales – Wastewater System

Sales – Reclaim

Total Debt

Net Funded Debt

Electric O&M

Water O&M

Reliability – Customers Experiencing Multiple Interruptions

Reliability – Effective Forced Outage Rate

Proposed Metrics

- Safety – Lost Time Incident Rate (LTIR)

Employee Engagement

Diversity – Female Representation

Diversity – People of Color Representation

- Customer Satisfaction – Residential (JD Power)
- Customer Satisfaction – Commercial (JD Power)

Sanitary Sewer Overflows Impacting Waters of the State per 100 Miles Pipe

Revenue – Total System

Capital Spend

Fuel & Purchased Power Expense

- Non-Fuel O&M Expense

Reliability – System Average Interruption Duration Index (SAIDI)

Estimated Time to Restoration (ETR)

Reliability – Water Unplanned Outages (Number of Customers)

Water Pressure (average min <30 psi)

• Pay for Performance Metrics

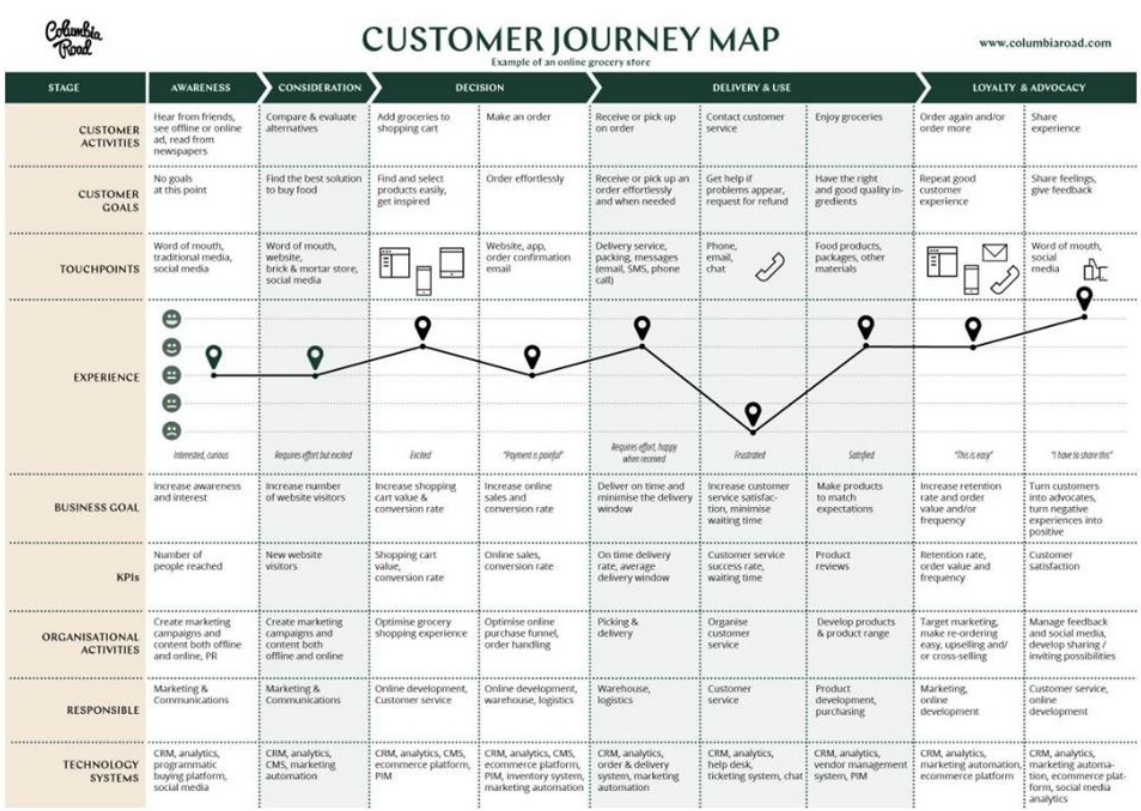


Voice of the Customer (VOC) Program

Supplemental Information

Earn Customer Loyalty

Customer Journey Map Example



CUSTOMER JOURNEY MAP

Example of an online grocery store

www.columbiaroad.com

STAGE	AWARENESS	CONSIDERATION	DECISION		DELIVERY & USE			LOYALTY & ADVOCACY	
CUSTOMER ACTIVITIES	Hear from friends, see offline or online ad, read from newspapers	Compare & evaluate alternatives	Add groceries to shopping cart	Make an order	Receive or pick up on order	Contact customer service	Enjoy groceries	Order again and/or order more	Share experience
CUSTOMER GOALS	No goals at this point	Find the best solution to buy food	Find and select products easily, get inspired	Order effortlessly	Receive or pick up an order effortlessly and when needed	Get help if problems appear, request for refund	Have the right and good quality ingredients	Repeat good customer experience	Share feelings, give feedback
TOUCHPOINTS	Word of mouth, traditional media, social media	Word of mouth, website, brick & mortar store, social media		Website, app, order confirmation email	Delivery service, packing, messages (email, SMS, phone call)	Phone, email, chat	Food products, packages, other materials		Word of mouth, social media
EXPERIENCE	Interested, curious	Requires effort but excited	Excited	"Payment = painful"	Requires effort, happy when received	Frustrated	Satisfied	"This is easy"	"I have to share this"
BUSINESS GOAL	Increase awareness and interest	Increase number of website visitors	Increase shopping cart value & conversion rate	Increase online sales and conversion rate	Deliver on time and minimise the delivery window	Increase customer service satisfaction, minimise waiting time	Make products to match expectations	Increase retention rate and order value and/or frequency	Turn customers into advocates, turn negative experiences into positive
KPIs	Number of people reached	New website visitors	Shopping cart value, conversion rate	Online sales, conversion rate	On time delivery rate, average delivery window	Customer service success rate, waiting time	Product reviews	Retention rate, order value and frequency	Customer satisfaction
ORGANISATIONAL ACTIVITIES	Create marketing campaigns and content both offline and online, PR	Create marketing campaigns and content both offline and online	Optimise grocery shopping experience	Optimise online purchase funnel, order handling	Picking & delivery	Organise customer service	Develop products & product range	Target marketing, make re-ordering easy, upselling and/or cross-selling	Manage feedback and social media, develop sharing / inviting possibilities
RESPONSIBLE	Marketing & Communications	Marketing & Communications	Online development, Customer service	Online development, warehouse, logistics	Warehouse, logistics	Customer service	Product development, purchasing	Marketing, online development	Customer service, online development
TECHNOLOGY SYSTEMS	CRM, analytics, programmatic buying platform, social media	CRM, analytics, CMS, marketing automation	CRM, analytics, CMS, ecommerce platform, PIM	CRM, analytics, CMS, ecommerce platform, PIM, inventory system, marketing automation	CRM, analytics, order & delivery system, marketing automation	CRM, analytics, help desk, ticketing system, chat	CRM, analytics, vendor management system, PIM	CRM, analytics, marketing automation, ecommerce platform	CRM, analytics, marketing automation, ecommerce platform, social media analytics

There are many ways to structure a journey map

BOARD RESOLUTION: 2022-16
September 20, 2022

A RESOLUTION BY THE BOARD APPOINTING DR. EDYTHE M. ABDULLAH TO THE CIVIL SERVICE BOARD FOR AN INITIAL THREE-YEAR TERM SUBJECT TO CITY COUNCIL CONFIRMATION

WHEREAS, Article 17 of the Charter of the City of Jacksonville (the Charter) establishes a civil service system for employees of the City of Jacksonville's consolidated government; and

WHEREAS, Section 17.02 of the Charter creates the Civil Service Board (CSB) and provides that JEA shall appoint two members to the CSB; and

WHEREAS, there is presently a vacancy in one of JEA's appointed CSB positions; and

WHEREAS, the Board finds that Dr. Edythe M. Abdullah is qualified to serve on the CSB and desires to appoint Ms. Abdullah to the vacant JEA CSB position.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.

2. The Board hereby appoints Dr. Edythe M. Abdullah to serve on the City of Jacksonville Civil Service Board for a three-year term, effective upon confirmation of the appointment by the Jacksonville City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change to tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Edythe M. Abdullah, J.D. August 31, 2022

Bio

Dr. Abdullah has 35 years of experience in higher education. Edythe is Dean of Continuing Education, a university auxiliary. Prior to her position at UNF Dr. Edythe M. Abdullah was President of Essex County College (ECC), in New Jersey and Campus President of the Downtown Campus of Florida State College Jacksonville. Most of her higher education experience has been in credit and noncredit workforce development and as such was recognized in the Congressional Record for her contributions in the field. In addition to her duties as dean, she manages the Osprey Pals program and serves on the UNF Commission of Diversity and Inclusion. Dr. Abdullah was a member of the UNF Board of Trustees between 2003 and 2010. Currently, she serves on the World Affairs Council Advisory Board, various industry associations and as a Jacksonville Chamber Trustee and Council member. She holds a Juris Doctor degree from the University of Florida and earned her bachelor's degree from Valparaiso University. She also holds a Leadership Certificate in the Management of Lifelong Education from Harvard University and was a Kellogg Fellow.

CURRICULUM VITAE

EDYTHE M. ABDULLAH
2960 Marsh Elder Drive, S.
Jacksonville, Florida 32226
abdullah.mahasin@gmail.com
Home (904) 253 3442
Cell (904) 534 6358

EDUCATION

University of Florida, Holland Law Center
Gainesville, Florida
Juris Doctor

Valparaiso University
Valparaiso, Indiana
Bachelor of Arts, Religious Studies and Bachelor of Arts, Speech and Drama

Additional Professional Education and Training

University Professional and Continuing Education Association Certification: The Entrepreneurial Imperative
Online 2021

League for Innovation in Community Colleges and the University of Texas at Austin: Expanding Leadership Diversity in Community Colleges
Mission Viejo, California
Kellogg Fellowship, 1995

Florida Community College at Jacksonville, Women and Minority Leadership Program
Jacksonville, Florida
Senior Leader-In-Training Certificate, 1994

Harvard University, Institute for the Management of Lifelong Education
Cambridge, Massachusetts
Leadership Certificate, 1988

PROFESSIONAL EXPERIENCE

Dean, Continuing Education, University of North Florida, 2015 to Present

Reports to the University Provost for Academic Affairs. Responsible for the administration, restructuring, revitalization and net revenue generation of the Division of Continuing Education.

- Active JAX Chamber Trustee, JAXUSA Partnership member; serves on the city's Business Development and Transportation and Logistics committees; is a member of the Clay and St. Johns County Chambers of Commerce; as well as member of various other association groups

- Successfully returned the Division to a positive net revenue auxiliary of the University in 14 months
- Instituted process improvement forums for the Division to support strategic and tactical planning
- Instituted new accountability standards and monthly measures for revenue generation, active/inactive program review process and program development procedure
- Paid the 2015/16 revenue deficit ($440,000) and instituted policies and practices that respond to the Division's audit report
- Increased donor contributions
- Developing on-going collaborative ventures with College Deans to enhance the university and the Division's regional and potentially national relevance to economic development
- Increased by business contracts and partnerships by 300%

Special Advisor to the President, University of North Florida, 2013 to 2015

Reported to the University President and worked collaboratively with the Chief of Staff and other executive leadership, faculty, and staff, as well as regional education, community, and governmental or regulatory agencies to research, develop, and implement transformative initiatives that support the strategic goals of the University of North Florida (UNF). Emphasis was on implementing outcomes-driven projects that support UNF's mission, vision and strategic plan to provide extraordinary undergraduate and graduate education to more than 16,000 students.

- Led the Inclusive Excellence initiative by:
    - analyzing trend data;
    - developing, disseminating and analyzing the UNF Climate Survey on Race and Ethnicity for faculty, staff and students;
    - hosting consultants and sharing contemporary groundwork on diversity and inclusion;
    - developing and implementing professional development for faculty, deans, and department chairs; and,
    - collecting model blueprints of faculty mentoring programs for a 2015 design and implementation
    - implementing the Diverse Faculty Candidate Pool pilot initiative with Academic Affairs
    - implementing a minority faculty learning community called Noodles and Networking

- Led a collaboration between UNF, the JAX Chamber College Access Network, Jacksonville Public for Education Fund, regional universities, colleges and school districts in conceptualizing a FIPSE, First in The World grant to design and implement a borderless community-wide predictive analytics database and college and career readiness consortium
- Spearheaded, conceptualized, and published a white paper on strengthening state college transfer initiatives for the University President
- Researched and provided advice and counsel on innovative and collaborative dual enrollment best practices between universities, state colleges and school districts
- Served as the President's representative and liaison to community agencies and associations related to assigned projects

- Served on the Vice Presidents' Council, charged with making decisions regarding current and future university policies, procedures, and operations
- Acted as the President's liaison to the Center for Urban Education and Policy and Commission on Diversity and Inclusion – currently assigned as Chair of the Commission.

College President, Essex County College, Newark, New Jersey, **2010 to 2013**

Led, supervised and managed a multi-campus county college serving 28,000 credit and non-credit students in Essex County, New Jersey. Responsible for oversight of facilities, finance, foundation and fundraising efforts, instructional programs, student affairs and activities, legislative advocacy, community, county, state, and federal relationships, and partnerships, as well as preparation for Middle States Association of Colleges and Schools reaffirmation. Reported directly to the Board of Trustees.

- Increased, in a three-year period, the College's student graduation rate by 5 percent and retention rate by 2 percent, as well as reduced the transfer before degree completion rate by 1.7 percent
- Held student tuition and fees flat for three years in a row, while increasing investments in teaching, learning and student support
- Led college through Middle States Association of Colleges and Schools reaffirmation in less than two years
- Restructured the College's organizational structure, budgeting processes and use of technology increasing effectiveness and efficiency using data dashboards, redistribution of funds, and objectives-driven funding
- Secured $18,000,000 in capital funding for new facilities and renovations, and infrastructure enhancements
- Led the adoption of online instruction, at Essex and 10 other colleges in New Jersey
- Developed a relationship with Columbia University to implement the Workforce Opportunity Services articulation and support services program
- Developed a partnership with Berkeley College that secured transfer scholarships of any graduating student who met enrollment eligibility criteria; 25 scholarships were awarded in 2013
- Implemented a measurable outcomes accountability template, institutional effectiveness metric and dashboard, an Appreciative Inquiry strategic planning process, an objective(s) driven budget development process, and a college branding initiative
- Established successful legislative, governmental, business and community relationships, including service on several industry boards that led to the establishment of new programs and being appointed President of the Consortium for Higher Education in Newark (CHEN) in January of 2013
- Restructured the College's Foundation and its staff support to better secure donations and provide information to donors
- Established a Student Success Center, Faculty Assessment Center, Faculty Technology Resource Center, FT/PT faculty professional development fund, and conceptual and facilities plan for a Student Learning Commons
- Oversaw a College operational budget of more than $65,000,000 and reserves exceeding $27,000,000
- Supervised more than 1,800 staff and faculty; including 135 full time faculty, 510 part time faculty and 11 administrative direct reports

- Established a High School Need-Based Scholars program with every high school in the County awarding more than $750,000 in the first year

Florida State College of Jacksonville, 1985 to 2010

Over a period of 25 years, I held progressively more responsible and complex positions as the institution evolved from a junior college, to a community college and finally a state college.

Campus President, Downtown Campus, 2001 to 2010

Responsible for the supervision and management of a multi-building campus, development and implementation of instructional programs and student services and the development and facilitation of national, state, and local relationships with community, governmental, educational, and business entities. Worked in collaboration with the College President and other executive leadership.

- Led a city, community, and college leadership team to secure a Gates Foundation and National League of Cities, Communities Learning in Partnership grant for $250,000
- Secured more than $4 million in Foundation and in-kind contributions annually
- Secured more grants than four FSCJ campuses combined with the highest year total of $5.6 million in 2008-09
- Increased Campus FTE consistently over a nine-year period with the highest increase of 10% in 2008-09
- Developed productive instructional partnerships with local, state, national and international businesses and agencies such as, Coggin Automotive, Merrill Lynch, Swisher, Vistakon, Operation New Hope, CSX, U.S. Department of Labor, regional workforce boards, City of Jacksonville, Chamber of Commerce, National Home Builders Association, National Manufacturers Association, CISCO, and Jobs for Florida and America's Graduates
- Led the capital request, secured matching industry funds, designed and constructed the Advanced Technology Center, a high-tech and hands-on instructional facility dedicated to information technology (networking ad cyber security), advanced manufacturing, transportation technology, and biotechnology education and training
- Oversaw the development of new instructional initiatives and the inactivation of non-responsive programs in continuing education, credit and non-credit departments
- Supervised the instructional programs and student services for more than 11,000 credit students and 10,000 non-credit students from more than 110 countries
- Led the renovation of three buildings, all campus classrooms, as well as securing partnership funds ($500,000) and in-kind contributions necessary to repurpose a building that became the DuPont, Toyota and Lexus Automotive Training Center
- Developed and implemented the Pathways Academy, a Southern Association of Colleges and Schools accredited with commendations dropout retrieval charter high school
- Developed three bachelor's degree programs; Networking, Early Childhood Education and Biotechnology as well as the Educator Preparation Institute certificate
- Led the College-wide Task Force for the improvement of data accuracy and timeliness of state reports, as well as other special assignments from the College President
- Oversaw a budget exceeding $10,000,000

- Supervised more than 850 staff and faculty including 65 full time faculty, 375 part time faculty and 9 direct administrative reports
- Managed security services and facilities maintenance for the Downtown Campus buildings, Administrative Offices, Main Street facilities, and Urban Resource Center
- Established a Summer Intervention Program with Bethel Baptist Institutional Church, Duval County Public Schools, and the Regional Workforce Board, providing high school courses to approximately 600 high school students every summer and facilitating more than 4,500 on time high school graduates over 10 years

Associate Vice President of Workforce Development and Adult Education, 1999 to 2001

Responsible for the college-wide development and coordination of workforce development and adult education programs including associate in science and associate in applied science degrees, college credit certificates, career and industry certificates, as well as English for speakers of other languages and continuing education programs. Additionally, supervised the college-wide assessment and certification centers and curriculum services department.

- Served on the statewide taskforce that analyzed Florida's Performance Based Funding legislation for workforce programs in community colleges and technical schools and led the development of the implementation plan for adult education and postsecondary certification programs
- Reorganized college workforce programs to comply with new workforce development performance funding legislation
- Redesigned the processes, procedures, and organizational structure for college-wide assessment services to create campus assessment and certification centers
- Led the development of a workforce development facilities Master Plan for renovations and new buildings at four campuses
- Coordinated the development of 25 new credit and non-credit workforce development degrees, certificates and industry certification programs including internet technology, networking, transportation and logistics, and aviation
- Assigned to facilitate the development and implementation of more than 78 college strategic initiatives; 50 of which were new instructional programs to evaluate for development
- Restructured the institution's Continuing Workforce Education (CWE), Lifelong Learning and Adult Education policies, procedures, and operations to increase productivity, revenues and their strategic and tactical advantage in the community.
- Negotiated with the State Workforce Board, Florida Home Builders Association, Apprenticeship Associations and legislators to receive $500,000 in funding to establish the Institute for Applied Technology in Construction Excellence
- Renegotiated numerous instructional contracts with Duval County School Board, including the dual enrollment, facilities usage, subcontracts for grants and professional development for high school instructors resulting in dual enrollment registrations doubling student success rates rising by 35 percent, and College costs declining by 9%
- Served on state, regional, and local boards and associations representing the interests of the College, such as National Association of Manufacturers, National Coalition of Advanced Technology Centers, and Florida's Council on Instructional Affairs

- Managed the distribution of $1,750,000 in Perkins funding and performance based incentive grants
- Led the development of Capitalization Incentive Grants, that were state grants approved by the College and submitted for additional funding to achieve critical workforce development initiatives; first year grant yield totaled more than $2.5 million
- Served as Chair of the Instructional Affairs Council, comprised of liberal arts and sciences and workforce deans who recommended policies, procedures, and operational changes and the resolution of college-wide instructional program concerns to the College President
- Led the development of Tech Prep and Career Academy initiatives with the local school districts establishing three career academies in one year
- Coordinated the Academic Program Evaluation and College Program Revitalization process including the development of the computer-based programs to track instructional programs' performance
- Led the revision and publication of the faculty certification handbook and curriculum services processes in preparation for SACS reaffirmation
- Managed College and grant budgets more than $3.5 million

Interim Associate Vice President of Program Development and Support, 1998 to 1999

Held interim responsibility for the college-wide supervision and coordination of all instructional degrees, certificates and non-credit programs, as well as the supervision of curriculum and resource development, institutional research, and assessment services. For nine months, I served as Interim Chief Academic Officer.

Dean of Instruction for Program Development, 1994 to 1998

Responsible for the successful development and implementation of curriculum, grants, articulation agreements, and special projects for Adult Education, career and vocational training, and college credit programs. Additionally, I represented the College on statewide committees and in high-level collaborations with the legislature, school districts, the Division of Community College's Council on Instructional Affairs, Department of Education, U.S. Dept. of Labor, regional workforce boards, and state, city and community leaders. Served as Chair of the Department Chairs' Council who made procedural and instructional recommendations to the Campus Presidents and Executive Vice President.

Special Assistant to the President, 1995

In addition to Dean of Instruction responsibilities, served as Special Assistant to the College President as a League for Innovation in Community College, Kellogg Fellow. Responsible for research and policy and procedural developments that led to various outcomes, such as completion of several papers on diversity and inclusion and workforce development and chaired and presented quantitative and qualitative conclusions of the college-wide Task Force on Equal Treatment and on workforce development challenges to the League for Innovation in Community Colleges, State Board of Community Colleges' Council on Instructional Affairs, College President's Cabinet and District Board of Trustees. My activities led to redistribution of funds, policy changes, and new professional development programs.

Assistant Instructional Dean, Adult Instruction and Program Development, 1989 to 1994

Responsible for the development and implementation of Adult Basic Education, General Education Development Diploma, Adult High School, English for speakers of other languages Self-Supporting and Senior Adult programs. Supervised 15 full time and 350 part time faculty and more than $6 million in

College and grants funds. Led the development of traditional and specialized curriculum for businesses, industry associations and unique student populations. Facilitated the integration of innovative instructional methods and a new student success tracking system that supported increased student achievement. Additionally, represented the College on local and state boards, consortiums, and councils, as well as participated in public relations activities. Developed and awarded $2.5 million in federal grants for workplace literacy and prison literacy.

Assistant Instructional Dean, Open Campus, 1986 to 1989

Responsible for the development and implementation of continuing education programs including the Women's Center initiatives, lifelong learning programs, and the senior adult program serving more than 15,000 students in 210 locations throughout the region. Built collaborative relationships with Duval and Nassau County School Boards, community agencies, City of Jacksonville, and businesses to provide continuing education courses on and off campus. Supervised 13 full time staff and more than 200 part time staff and faculty.

Advisor II, Office of Admissions and Student Aid, 1985 to 1986

Responsible for the design, implementation, and successful operation of programs that facilitated minority student enrollment and retention in collaboration with four campus counselors. Increased minority enrollment by 9 percent. Additionally, designed and implemented the College's Student Ambassadors program.

AWARDS AND RECOGNITIONS

- New Jersey Senate, Senate Citation and Recognition of outstanding leadership provided by New Jersey Women College Presidents, 2013
- Top Fifty Most Influential Blacks in New Jersey, in recognition of my impact on higher education in New Jersey, Black Villages Magazine, 2012
- Shirley Chisholm Award, in recognition of becoming the first Black female president of Essex County College, present by New Jersey State Assembly, 2011
- U.S. Congressional Record Citation from Congressman Donald Payne as first female president of Essex County College, 2011
- Trailblazer Award, in recognition of numerous successful community, business and higher education collaborations, Newark, NJ, 2010
- Alumni Achievement Award, in recognition of my success in higher education and national leadership, Valparaiso University Alumni Association, 2010
- Outstanding Contributions to Education Award, in recognition of community collaborations in support of the African American community, Phi Beta Sigma and Omega Psi Phi Fraternities, 2010
- Visionary Award, in recognition of the establishment of a community-based summer school for at-risk youth, Bethel Baptist Institutional Church Summer Intervention Program, 2006
- Regional Award for Excellence in Education, in recognition of service to the State in operationalizing performance based funding for workforce and adult education, Regional Legislative Council, 2006
- Exemplary Leader, National Council of Instructional Administrators, for the development and implementation of FSCJ's SACS QEP Plan Implementation, 2005
- Women of Distinction Award, Girls Scouts of America, Gateway Council, 2003

- Hall of Fame Inductee, in recognition of local, state and national leadership and advocacy for adult education, Florida Administrators of Adult and Community Education and the Adult and Community Educators of Florida, 1999
- Excellence in Lifelong Learning Award, Florida Association of Community Colleges, Continuing Education Commission; for older adult education program and the Student Success Tracking System, 1999
- ACENET Exemplary Program Award, Adult and Continuing Educator Network; for the development of the Student Success Tracking System, 1999
- National Alliance of Business Award for Excellence in Literacy Partnerships, 1998
- Black Achievers Award, for outstanding community service, YMCA 1993
- Leadership in Administrative Services, for service above and beyond my assigned job responsibilities, Florida Community College at Jacksonville, 1992
- Kellogg Foundation Grant to attend the Harvard University MLE program, 1988
- Leadership Jacksonville Alumni Scholarship, 1980

PROFESSIONAL MEMBERSHIPS AND CIVIC ACTIVITIES

Professional

- Member, JAX Chamber, Clay County Chamber and St. Johns County Chamber
- Member, First Coast Manufacturing Association
- Member, LERN
- Member, First Coast Science Academy Educational Advisory Council
- Newark Trust for Education, Board of Directors, 2013
- Member, New Jersey Manufacturing Executive Roundtable, 2012 - 2013
- Member, Newark Youth Policy, Mayor Booker appointee, Board of Directors, 2011 - 2013
- Member, Newark Regional Business Partnership, Board of Directors, 2011 - 2013
- Member and Marketing subcommittee co-chair, American Association of Community Colleges, Presidents Council 2011 - 2013
- Member, Newark and Essex County's Workforce Investment Boards, 2010 - 2013
- Member, Newark Regional Business Partnership, Board of Directors, 2010 - 2013
- Member, Newark Alliance, Board of Directors, 2010 - 2013
- President and council member, Council on Higher Education in Newark (CHEN), 2010 - 2013
- Member, Presidents' Board, New Jersey Council of County Colleges, 2010 – 2013
- Member, National Association for Equal Opportunity in Higher Education, 2010 - 2013
- Member, New Jersey's Presidents Council, 2010 - 2013
- Member, National Manufacturers Institute, Education Advisory Council, 2008 – 2010
- Member, Florida Association of Community Colleges, 1987 - 2010
- College liaison, National Alliance of Business, 2004
- Member and subcommittee chairperson, U.S. Department of Labor, Job Corps Advisory Committee, 2005 - 2007

- Member, National Coalition of Advanced Technology Centers, Presidents Advisory Council, 2007 – 2008
- College liaison, National Council of Instructional Administrators, 2002
- Subcommittee co-chair, Florida College System Council on Instructional Affairs (CIA), Council of Adult Education, 1999 -2001
- Member, National Center for Occupational Research and Development, Adult Pathways Advisory Council, 2000 - 2001
- Chairperson, Jacksonville Community Council Incorporated (JCCI), Regional Adult Literacy Study, 1999
- Chair, State Division of Community Colleges' Council on Instructional Affairs, Adult Education Performance-based Budgeting Measures State Task Force, 1998
- Chairperson, City of Jacksonville, Duval County Job Opportunity Board, 1996
- College liaison and consultant to State Legislative staff in drafting Florida WAGES legislation and implementation plan, 1996
- Member, American Bar Association, 1996 -1997
- Member, Florida Bar Association, 1996 – 2010
- Chair, FSCJ Equal Treatment Team (Diversity), 1995
- Chair, Council on Instructional Affairs, Adult Education subcommittee, 1995 – 1997
- College representative, Council on Instructional Affairs, Continuing Education/Standing Committee, Region II Representative 1994 - 1997
- Member and Treasurer, Adult and Community Educators of Florida, Board of Directors1993 - 1999
- Member, Chamber of Commerce, Workforce Preparation Community Board, 1992 - 1995
- Member, Adult and Community Educators of Florida, State Advisory Committee for the development of assessment for functional literacy education, 1992

Civic

- Executive Committee, Board of Directors, H.O.R.S.E. Therapies 2021
- Trustee, Jacksonville Chamber of Commerce, 2016 to present
- Education Chair, World Affairs Council, Jacksonville, FL, Board of Directors 2013 - 2021
- Member and prior board and committee chair Continental Societies Inc., Jacksonville Chapter, 1993 – 2015
- Member, Nine in 15 Steering Committee; a group that encourages women to run for City Council in 2015, Jacksonville, FL 2013 – present
- Class member, Leadership New Jersey, Class of 2012
- Member, Youth Crisis Center, Board of Directors, 2009 – 2010
- Member, Board of Trustees, University of North Florida; serving on both Educational Policy and Finance subcommittees during my terms, January 2003 - 2010
- Member, Jacksonville Journey City Commission, 2009 – 2010
- Member, Alpha Kappa Alpha Sorority, Jacksonville Graduate Chapter, 1996 - 2001
- Board member and Parliamentarian, Junior League of Jacksonville, Board of Directors,1989 - 1996
- Member and program day chair, Youth Leadership Jacksonville Board of Directors, 1992 -1994
- President and member Jacksonville Literacy Coalition, Board of Directors, 1992 to 1993

- Member and Secretary, Leadership Jacksonville Alumni, Board of Directors 1989 - 1991
- President and member, Jacksonville Childbirth Education Association Board of Directors, a United Way Agency, 1987 - 1992
- Member, Volunteer Jacksonville, Board of Directors, 1981 - 1983
- Class member, Leadership Jacksonville Class of 1980

PRESENTATIONS

- "The Ph.D. Experience: Expectations and Realities," 2015 McKnight Doctoral Fellows Orientation, Tampa, FL, 2015
- National Public Radio (NPR) StoryCorps interviewer of Dr. Tom Serwatka for JASMYN's 20th Anniversary; Registered in Library of Congress, American Folklife Center, Jacksonville, FL, 2014
- The Diversity Walk, Florida and Southeast Region Learning Summit, INROADS, Ponte Vedra Beach, FL, 2104
- Common Core State Standards Panel, Jacksonville Public Education Fund Community Forum, 2013
- Diversity and Carter G. Woodson, Association for the Study of African American Life and History, Inc. Luncheon, Jacksonville, FL, 2103
- Developing Solutions: Undergraduate Education Working Session Panel, New Jersey Business Education Summit, Rutgers Business School, 2013
- Project Delta, New Jersey and Beyond, International Conference for Teaching and Learning, Ponte Vedra Beach, Florida, 2012
- Faith, Focus, Fortitude and Fantasy, Men's Day Conference on Education and Careers, Bethany Baptist Church, Newark, New Jersey, 2012
- The Critical Role of Community Colleges, Leadership New Jersey Education Seminar, Camden, New Jersey, 2012
- Putting New Jersey Back To Work, New Jersey Black Issues Convention, Trenton, New Jersey, 2012
- County Colleges' Role in Workforce Development – Executive Roundtable Panel, Manufacture New Jersey Week Conference, New Institute of Technology, Newark, New Jersey, 2012
- Engage, Empower, and Excel, Inaugural Address, Essex County College President Investiture, 2011
- Project Delta, Why participate? Instructional Technology eLearning Conference, St. Petersburg, Florida, 2011
- Project Delta, One President's Story, International Conference of Teaching and Learning, Ponte Vedra Beach, Florida, 2011
- Education, Equity and Expectations, South Orange Community Association Martin Luther King Celebration, South Orange, New Jersey, 2011
- Faith, Focus and Fortitude, The Newark Women's Conference, Newark City Council Chair, Rutgers University, Newark, New Jersey, 2011
- The County College's Role in Essex County, Essex Alliance for Action, Newark, New Jersey, 2011
- ELearning, SIRIUS Academics, International Conference of Teaching and Learning, Ponte Vedra Beach, Florida, 2010
- Project Delta, The Future of Developmental Education and Blended Learning, New Jersey Presidents, Newark, New Jersey, 2010

- Uniting the World of Students by Building Technologically Enhanced Courses, Science and Education of The New Revival Epoch in The Global Sciences and Education System, Ashgabat, Turkmenistan, Ministry of Education, 2009
- Career Pathways, Mississippi Academic, Career, and Technical Education Association, Jackson, Mississippi, 2009
- Why Jacksonville? Bill and Melinda Gates Foundation, City of Jacksonville and Community Foundation Visit, 2008
- Testimony at Senate Hearing on Technical Centers offering Associate in Applied Science Degrees, 2007
- Commencement Speech, "I Hope You Dance" Graduation Speech, South Georgia College, 2007
- Adult Career Pathways, Panel of Distinguished Leaders and Educators, National Tech Prep Network Conference, 2006
- Workforce Development in the 21st Century, International Congress of Nano medicine and Nanotechnology, 2006
- Out of School Youth Program for Dropout Retrieval, Pathways Academy, Jobs for America's Graduates National Conference, 2005
- Job Corps Collaborations and the Future, Panel with U.S. Dept. of Labor, Assistant Secretary Emily DeRocco, Job Corps Regional Conference, Miami Florida, 2005
- Careers and Karate, Afterschool Programs, U.S. Dept. of Labor, Family and Youth Services Bureau's Second National Youth Summit, 2003
- Workforce Innovation Act Overview, Chamber of Commerce Jacksonville Legislative Day, Tallahassee, Florida, 2000
- College Program Revitalization: CPR, numerous presentations at AACC, NISOD, California Community College Association for Occupational Education, FCCJ, Teaching and Learning Conference, League for Innovation, 2001 through 2003
- Restructuring Adult Education, Strategic Conversation, FCCJ District Board of Trustees, 2000
- Workforce and Economic Development, Greater Nassau County Chamber of Commerce, 2000
- Institute for Applied Technology in Construction Excellence, Senate Select Committee on Workforce Development, Jacksonville, Florida, 2000
- More Fun For The Bucks, ACE of Florida State Conference, Miami, Florida, 1998
- Restructuring Adult Education, State Board of Community Colleges, Key West, Florida, 1996
- Welfare Reform, The Florida Senate Select Committee on Social Services Reform, Tallahassee, Florida, 1995
- When the Muse Speaks to Leaders, Leadership 2000 Conference, San Francisco, California, 1995
- Workplace Communications: Bridging the Cultural Gaps, Leadership 2000 Conference, San Francisco, California, 1995
- A New Leadership Paradigm for Community Colleges in the 21st Century, AACC Conference, 1995
- Student Success Tracking System, Council on Instructional Affairs, Continuing Education Standing Committee, Tampa, Florida, 1994
- Coordinating Resources, Workforce Education Summit, Pre-Conference Program, Jacksonville, Florida, 1994
- Student Success and Accountability, Florida Literacy Coalition, Adult Education Administrators' Meeting, Jacksonville, Florida, 1994

- Paideia Seminars: Promoting Critical Thinking, Reading, and Writing Skills, The Alliance, American Council on Education Conference, Breckenridge, Colorado, 1993
- Technology and Adult Education, Panel Presentation, Adult and Community Educators Conference, St. Petersburg Beach, Florida, 1993
- An Experience with Illiteracy, Women's Information Exchange Luncheon, Jacksonville, Florida, 1993
- Project Independence: JOBS, Florida Literacy Coalition Conference, Tampa, Florida, 1993
- Building Resources and Collaborations for Work Force Education, Network Consortium Conference, San Diego, California, 1993
- Urban Resource Center, Developing Effective Programs, National Conference on Teaching and Learning, 1993
- Promoting Success Through Tracking, Commission on Adult Basic Education, New Orleans, Louisiana, 1993
- Promoting Student Success: Tracking For Program Quality, Adult and Community Educators of Florida Conference, Ft. Lauderdale, Florida, 1992
- Applying Technology to Workforce Education, National Conference on Teaching and Learning, Jacksonville, Florida, 1992
- Work Force Literacy Programs that Work, National Council for Resource Development, Jacksonville Beach, Florida, 1991
- Work Force Partnerships, Florida Literacy Conference, Jacksonville, Florida, 1991
- What You Want Is What You Get, Touch Tomorrow Women's Center Conference, Jacksonville, Florida, 1990

REFERENCES BY CATEGORY

ABILITY TO FOLLOW, LEAD AND PERFORM WITH EXCELLENCE

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ABILITY TO COLLABORATE WITH LEADERS WITHIN AN INSTITUTION, THE COMMUNITY, LEGISLATURE, AND ASSOCIATIONS

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BOARD RESOLUTION: 2022-30
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND AFSCME FLORIDA COUNCIL 79 (AFSCME) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, AFSCME is a certified collective bargaining unit representing approximately 218 JEA employees who are clerical and technical workers; and

WHEREAS, the current collective bargaining agreement between JEA and AFSCME expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that AFSCME represents will be submitted to its membership for a ratification vote on September 15, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$1,651,347	$732,055	$599,725
Total Cost of Changes with CPI of 7%		$1,130,041	$1,209,838

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and AFSCME described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-31
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND LOCAL #2358, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, IBEW is a certified collective bargaining unit representing approximately 511 JEA employees who are skilled craft workers primarily in JEA's electric utility operations; and

WHEREAS, the current collective bargaining agreement between JEA and IBEW expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that IBEW represents will be submitted to its membership for a ratification vote on September 15, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$5,627,385	$2,626,169	$2,194,290
Total Cost of Changes with CPI of 7%		$3,961,593	$4,245,766

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and IBEW described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-32
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND JEA SUPERVISORS ASSOCIATION (JSA) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, JSA is a certified collective bargaining unit representing approximately 188 JEA employees who are non-professional supervisors, such as coordinators, team leads, foremen, and planners; and

WHEREAS, the current collective bargaining agreement between JEA and JSA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that JSA represents was ratified by its membership through a vote on September 7, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 9%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$2,834,644	$1,129,537	$938,332
Total Cost of Changes with CPI of 7%		$1,726,344	$1,854,236

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and JSA described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-33
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC (LIUNA), AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, LIUNA is a certified collective bargaining unit representing approximately 386 JEA employees who are skilled craft workers primarily in JEA's water/wastewater utility operations; and

WHEREAS, the current collective bargaining agreement between JEA and LIUNA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that LIUNA represents was ratified by its membership through a vote on September 8, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

General Pay Base increases:
- Fiscal Year 1: 8%
- Fiscal Year 2: 4.5% + CPI considerations
- Fiscal Year 3: 3.5% + CPI considerations

Ratification Incentive:
- 3.25% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$3,574,306	$1,574,774	$1,301,359
Total Cost of Changes with CPI of 7%		$2,423,320	$2,602,179

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and LIUNA described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 2022

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-34
September 20, 2022

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN JEA AND THE JEA PROFESSIONAL EMPLOYEES' ASSOCIATION (PEA) AND AUTHORIZING THE MANAGING DIRECTOR/CEO, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND PRESENT IT TO CITY COUNCIL FOR FINAL APPROVAL

RECITALS

WHEREAS, PEA is a certified collective bargaining unit representing approximately 292 JEA professional employees and supervisors in fields such as accounting, engineering, and IT; and

WHEREAS, the current collective bargaining agreement between JEA and PEA expires on September 30, 2022; and

WHEREAS, in accordance with applicable provisions of Chapter 447, Florida Statutes and Article 19 of the Charter of the City of Jacksonville (Charter), the parties met extensively to conduct negotiations, which resulted in a new agreement that PEA represents was ratified by its membership through a vote on September __, 2022 (Agreement), a copy of which is attached hereto and incorporated herein; and

WHEREAS, prior to submission to the City Council for final approval, the Agreement is subject to review and approval by the Board; and

WHEREAS, subject to approval, the new agreement will be effective beginning on October 1, 2022 through September 30, 2025, and includes the following substantive changes to the *status quo*:

- Pay increases:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	CPI Considerations
General Increase	2%	2%	2%	
Performance Pay	6%	4%	3%	Years 2 & 3
Range Minimum	2%	2%	2%	
Range Maximum	6%	3%	2%	

Ratification Incentive:
- 3% lump-sum payment in Fiscal Year 1.

Longevity Pay* increased to:
- $325/year for every five years of continuous service through the fifteenth year.
- After the fifteenth year, $500/year for every five years of continuous service.
  **Currently, employees receive $300/year for every five years of continuous service.*

Dependent Coverage** increase:
- JEA will pay 60% of the cost of dependent health coverage
  ***Currently, JEA pays 50%.*

Benefits Insurance Committee:
- The union will be provided up to two (2) representatives to attend the Quarterly Benefits Meeting to get updates on plan performance and to provide input regarding the Group Health Plans.

Holidays:
- Juneteenth (introduced as a holiday earlier this year) was added to the list of holidays.

Recapitalization:

- The recapitalization provisions introduced in 2019 were removed from the agreement.

and,

WHEREAS, the estimated total cost of changes made to the *status quo* is approximately:

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3
Total Cost of Changes without CPI Considerations	$3,919,402	$2,440,752	$2,188,602
Total Cost of Changes with CPI of 7%		$3,518,632	$3,809,016

NOW THEREFORE, BE IT RESOLVED by the JEA Board that:

1. The Agreement between JEA and AFSCME described herein is hereby approved, subject to the terms and conditions contained therein.

2. The Managing Director/CEO, or designee, is authorized to execute the Agreement on behalf of JEA, and to take all steps necessary to obtain approval of the Agreement by City Council.

3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

4. This Resolution shall be effective upon approval by the Board.

Dated this 20th day of September 20, 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

BOARD RESOLUTION: 2022-27
September 20, 2022

A RESOLUTION REGARDING THE APPROVAL OF FY 2023 PAY FOR PERFORMANCE PROGRAM; ESTABLISHMENT OF PERFORMANCE GOALS AND METRICS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JEA's Pay for Performance Program was introduced in 1990 to focus employees on key organizational measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence and reward exceptional performance as measured against pre-established goals and metrics; and

WHEREAS, JEA section 21.08(f), *City of Jacksonville Charter*, provides that:

> *Employee Bonus Program.* JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

WHEREAS, the FY 2023 Pay for Performance goals and metrics, attached as **Exhibit 1**, will continue to focus on JEA's strategic initiatives areas of focus:

- Unbeatable Team: Safety – Lost-Time Incident Rate (LTIR),
- Customer Loyalty: Residential Customer Satisfaction & Business/Commercial Customer Satisfaction, and
- Business Excellence: Total Operations & Maintenance (O&M) Spend.

WHEREAS, the total estimated cost of the FY 2023 Pay for Performance Program is not to exceed $9,724.559.

BE IT RESOLVED by JEA:

1. In accordance with JEA section 21.08(f), City of Jacksonville Charter, and Florida Statutes s. 215.425(3), the JEA Board adopts and approves the FY23 Pay for Performance Program.

2. JEA employees shall be required to meet or exceed the corporate performance factors as stated on the attached summary of corporate performance factors during FY 2023 to be eligible for performance pay and such cost for the FY 2023 Performance Pay Program shall not exceed the estimated cost of $9,724.559.

3. This Resolution shall be effective immediately upon passage by the Board and the FY 2023 Pay for Performance Program shall include the entire fiscal year starting on October 1, 2022.

Dated this 20th day of September, 2022.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Exhibit 1

FY 2023 Performance Program Summary

Summary of Corporate Performance Factors

Safety

Lost Time Incident Rate (LTIR)

FY21 YTD Results: .67 LTIR

FY22 YTD Results: .28 LTIR (projected)

	Does Not Meet	Meets	Exceeds
Goal	LTIR ≥ 0.35	LTIR < 0.34 - 0.28	LTIR < 0.28
Achievement Value	0.00%	1.00%	1.25%

Customer Satisfaction

JD Power Residential and Commercial/ Business Electric Industry Customer Satisfaction Surveys: National

Customer Satisfaction - Residential Electric

FY21 Results: Bottom 50% of 3rd Quartile

FY22 Results: 2rd Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	1.00%	1.25%

Customer Satisfaction - Commercial Electric

FY21 Results: Bottom 50% of 4th Quartile

FY22 Results: 3rd Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	1.00%	1.25%

Cost Metrics

Cost metric may only be achieved if Operations & Maintenance ($M) - Target 95% - 100% Budget

Total O&M Spend

FY21 YTD Results: $380.9M

FY22 YTD Forecast: $424.5M

	Does Not Meet	Meets	Does Not Meets
Goal	< $480,947	$480,947 - $506,260	> $506,260
Achievement Value	0.00%	1.25%	0.00%

Total Estimated Cost for FY 2023 Pay for Performance Program

	Total Employees	Total Cost at Meets	Total Cost at Exceeds
Senior Leaders	20	$ 154,372	$ 256,258
Appointed	399	$ 1,433,861	$ 2,380,209
Non-Appointed	1597	$ 4,269,935	$ 7,088,092
TOTAL	**2016**	**$ 5,858,168**	**$ 9,724,559**

NOTE: All performance payouts are subject to JEA's ability to pay as determined by JEA's Board of Directors with input from JEA's Finance group, and minimum individual employee performance criteria

	ORGANIZATIONAL POLICY & PROCEDURE:	Pay for Performance Program		
	Corporate Policy Ref:	Compensation Rewards and Recognition Management Directive - JEA Pay for Performance Program		
	Version Effective Date:	10/1/2022	**Version:**	6

POLICY STATEMENT:
The JEA Pay for Performance Program ("Plan") is a variable incentive compensation program designed to focus employees and managers on key corporate measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence.

Per Charter provision, 21.08(f), JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

GENERAL DESCRIPTION of PROCEDURE:
This document describes the provisions related to the Plan administration, eligibility, policies, and procedures.

- On an annual basis, the Chief Human Resources Officer (CHRO) or their designee shall submit a summary of the proposed fiscal year metrics for the Pay for Performance Program to the CEO requesting the CEO's approval. Upon approval from the CEO, the proposed fiscal year program will be submitted to the JEA Board of Directors for review and approval.
- The cost of the program shall be included in the annual budget process and made available for review by the City Council Auditor. The annual program cost shall not exceed 5% of total payroll in any given year.
- The JEA Board of Directors (as the governing body) shall review and authorize each new fiscal year program no later than September of each fiscal year.
- As per FL Statute 215.425(3)(c), the program shall be communicated to all participants prior to the commencement of the performance period (October 1).
- All participants in the plan shall be eligible for the same percentage of payout based on the achievement of the metrics, not to exceed 5% of base salary. No individual annual award may exceed $20,000.
- A payout may occur following an audit of fiscal year-end results, and shall be conducted by the JEA Internal Audit Department and made available to the City Council Auditor.

OPP:	Pay for Performance Program	Version:	6

ASSIGNMENT of RESPONSIBILITY:
The Director of Employee Services is responsible for implementing this Organizational Policy and Procedure and for establishing processes for timely and accurate payout of any payments from the JEA Performance Plan.

DEFINITIONS:
Governing Body – JEA Board of Directors.

Fiscal year and Performance Period – period from October 1 through September 30.

PROCEDURE:
A. Eligibility

The JEA Pay for Performance Program may be paid on an annual basis if the CEO has determined that JEA has attained or exceeded the performance goals defined in the applicable Fiscal Year Pay for Performance Program and (JEA) is financially able to issue payment for such attainment of goals.

A.1. Eligible Employees
Eligible employee is an employee who may receive a payout from the JEA Pay for Performance Program if the JEA Board of Directors approves such payout and the employee meets the following requirements:

- All full-time or part-time JEA employees. The Managing Director/Chief Executive Officer shall be excluded from this incentive compensation program or plan. Contractors, third party temporaries, interns, and co-ops will NOT be eligible for the JEA Pay for Performance Program.
- An employee who retired during the performance plan year will be eligible for a prorated payout based on the number of pay periods actively employed with JEA.
- An employee hired on or after October 1 of the fiscal/performance plan year who meets the above eligibility criteria will be eligible for a prorated payout based on the number of pay periods actively employed with JEA.
- An employee who experiences a change in paygrade during the fiscal year resulting in a different performance plan payout opportunity will be eligible for a prorated payout based on the number of pay periods actively employed by JEA in each paygrade.
- An employee hired on or after July 1 of the fiscal/performance plan year will not be eligible for the Pay for Performance Program.
- An employee must not be on any disciplinary action or a management support program that was issued during the Plan fiscal year (October 1 through September 30). This does not include letters of counseling.
- An employee must have an acceptable performance evaluation as defined below:

Employee Classification	Performance Evaluation Criteria
• Civil Service	• Meets Standards or higher on most recent evaluation.
• PEA	• At least a 70 on the Evaluation Total Score for the fiscal year.

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• Appointed	• Meets or higher rating to be eligible for the Individual component of the payout and not on a Management Support Program.
• M&C	• Not on any disciplinary action during the fiscal year.

A.2. Handled by Exceptions

An employee on a leave of absence, such as the examples below, will be considered for the Pay for Performance Program by the Director of Employee Services in accordance with applicable rules and regulations.

- Family Medical Leave (FML)
- Leave Without Pay for Illness
- Military Leave
- Extended Leave with Pay
- Parental Leave

Unique individual situations that fall outside the parameters of this procedure will be determined by the Director, Employee Services.

APPROVED BY:	Patricia L. Maillis – Director of Employee Services
ORIGINAL EFFECTIVE DATE:	10/15/2013
REVISED DATE(S):	01/04/2016; 03/20/2017; 12/12/2017; 10/1/2020; 10/1/2021; 7/5/2022
KEYWORD(S):	pay for performance, variable compensation, incentive compensation, compensation
LINKS/ATTACHMENTS:	Compensation Rewards and Recognition Management Directive - JEA Pay for Performance Program