MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FRATERNAL ORDER OF POLICE LODGE #5-30

AND

THE CITY OF JACKSONVILLE

The City of Jacksonville ("City") and the Fraternal Order of Police Lodge #5-30 ("FOP"), collectively the "Parties," hereby agree to the following Memorandum of Understanding:

- The FOP and City are parties to Collective Bargaining Agreements for: (A) Police Officers though Sergeants ("POS Agreement"); (B) Police Lieutenants and Captains ("PLC Agreement"); (C) Corrections Officers "CO Agreement"); and (D) Supervisory Corrections Officers ("SCO Agreement"), all of which began on October 1, 2017 and expire on September 30, 2020.
- 2. The parties agree to amend Article 29.3 of the POS Agreement as follows:

29.3 Comprehensive Medical Coverage

A. Effective January 1, 2020, the F.O.P. proposes to separate its active employees and retirees from the Employer's health plans. The F.O.P. would offer acceptance of Employer contributions to the F.O.P.'s newly formed health plans at the rate of eighty six percent (86%) of the current percentage the Employer pays of the total annual premium cost for our F.O.P. employee and dependent tiers, and retirees. The F.O.P. agrees not to take any action that will result in the Employer receiving a penalty due to a reduction in city enrollees. To that end, the F.O.P. agrees to use Florida Blue as its health plan provider through December 31, 2022.

This offer is contingent upon the Union having the option to re-enter the Employer's health plans at a future date.

B. In the event of an employee's death that occurs (1) while on duty; (2) while off duty in the performance of concerted police activity that is compensable under the terms of this Agreement; or (3) as a direct result of an injury suffered or illness contracted during the situations described in (1) or (2) above, the Employer shall pay, either the entire premium of the City's insurance plan, or a percentage, in accordance with A. above if the employee is on the FOP's health insurance plan, consistent with the plan in which the Union participates during each calendar year, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

JSO will confirm whether the employee meets the criteria for (1) and (2) above. Risk Management will confirm whether the injury or illness was contracted during the situations described in (1) or (2) above. After confirmation from JSO and Risk Management, the employee's spouse and dependents may be added to the plan on the first of the month following confirmation.

C. In accordance with §112.19(1)(g), Florida Statutes, if an employee is killed in the line of duty as a result of an act of violence inflicted by another person while the employee is engaged in the performance of law enforcement duties or as a result of an assault against the employee under riot conditions, the Employer shall pay the entire premium of either the City's or the FOP's health insurance plan, consistent with the plan the Union participates during each calendar year, for the employee's surviving spouse until remarried. and for

each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if: (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

3. The parties agree to amend Article 28.3 of the PLC Agreement as follows:

28.3 Comprehensive Medical Coverage

A. Effective January 1, 2020, the F.O.P. proposes to separate its active employees and retirees from the Employer's health plans. The F.O.P. would offer acceptance of Employer contributions to the F.O.P.'s newly formed health plans at the rate of eighty six percent (86%) of the current percentage the Employer pays of the total annual premium cost for our F.O.P. employee and dependent tiers, and retirees. The F.O.P. agrees not to take any action that will result in the Employer receiving a penalty due to a reduction in city enrollees. To that end, the F.O.P. agrees to use Florida Blue as its health plan provider through December 31, 2022.

This offer is contingent upon the Union having the option to re-enter the Employer's health plans at a future date.

B. In the event of an employee's death that occurs (1) while on duty; (2) while off duty in the performance of concerted police activity that is compensable under the terms of this Agreement; or (3) as a direct result of an injury suffered or illness contracted during the situations described in (1) or (2) above, the Employer

shall pay, either the entire premium of the City's plan, or a percentage, in accordance with A. above, of the FOP's health insurance plan, consistent with the plan in which the Union participates during each calendar year, if the employee is on the City's health insurance plan or in accordance with A. above if the employee is on the FOP's health insurance plan, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

JSO will confirm whether the employee meets the criteria for (1) and (2) above. Risk Management will confirm whether the injury or illness was contracted during the situations described in (1) or (2) above. After confirmation from JSO and Risk Management, the employee's spouse and dependents may be added to the plan on the first of the month following confirmation.

C. However, in accordance with §112.19(1)(g), Florida Statutes, if an employee is killed in the line of duty as a result of an act of violence inflicted by another person while the employee is engaged in the performance of law enforcement duties or as a result of an assault against the employee under riot conditions, the Employer shall pay the entire premium of either the City's or the FOP's health insurance plan, consistent with the plan in which the Union participates during each calendar year, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if: (a) at the time of the employee's death, the child is dependent upon the

employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

4. The parties agree to amend Article 13.1 of the CO Agreement as follows:

13.1 Comprehensive Medical Coverage

A. Effective January 1, 2020, the F.O.P. proposes to separate its active employees and retirees from the Employer's health plans. The F.O.P. would offer acceptance of Employer contributions to the F.O.P.'s newly formed health plans at the rate of eighty six percent (86%) of the current percentage the Employer pays of the total annual premium cost for our F.O.P. employee and dependent tiers, and retirees. The F.O.P. agrees not to take any action that will result in the Employer receiving a penalty due to a reduction in city enrollees. To that end, the F.O.P. agrees to use Florida Blue as its health plan provider through December 31, 2022.

This offer is contingent upon the Union having the option to re-enter the Employer's health plans at a future date.

B. In the event of an employee's death that occurs while on duty or as a direct result of an injury suffered or illness contracted while on duty, the Employer shall pay, either the entire premium of the City's health insurance plan, or a percentage, in accordance with A. above if the employee is on the FOP's health insurance plan, consistent with the plan that the Union participates during each calendar year, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child

reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

JSO will confirm whether the employee was on duty at the time of death. Risk Management will confirm whether the injury or illness was contracted while the employee was on duty. After confirmation from JSO and Risk Management, the employee's spouse and dependents may be added to the plan on the first of the month following confirmation.

C. However, in accordance with §112.19(1)(g), Florida Statutes, if an employee is killed in the line of duty as a result of an act of violence inflicted by another person while the employee is engaged in the performance of law enforcement duties or as a result of an assault against the employee under riot conditions, the Employer shall pay the entire premium of either the City's or the FOP's health insurance plan, consistent with the plan in which the Union participates during for the employee's surviving each calendar year, spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if: (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

5. The parties agree to amend Article 13.1 of the SCO Agreement as follows:

13.1 Comprehensive Medical Coverage

A. Effective January 1, 2020, the F.O.P. proposes to separate its active employees and retirees from the Employer's health plans. The F.O.P. would offer acceptance of Employer contributions to the F.O.P.'s newly formed health plans at the rate of eighty six percent (86%) of the current percentage the Employer pays of the total annual premium cost for our F.O.P. employee and dependent tiers, and retirees. The F.O.P. agrees not to take any action that will result in the Employer receiving a penalty due to a reduction in city enrollees. To that end, the F.O.P. agrees to use Florida Blue as its health plan provider through December 31, 2022.

This offer is contingent upon the Union having the option to re-enter the Employer's health plans at a future date.

B. In the event of an employee's death that occurs while on duty or as a direct result of an injury suffered or illness contracted while on duty, the Employer shall pay, either the entire premium of the City's health insurance plan, or a percentage, in accordance with A. above if the employee is on the FOP's health insurance plan, consistent with the plan in which the Union participates during each calendar year, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

JSO will confirm whether the employee was on duty at the time of death. Risk Management will confirm whether the injury or illness was contracted while the employee was on duty. After confirmation from JSO and Risk Management, the employee's spouse and dependents may be added to the plan on the first of the month following confirmation.

C. However, in accordance with §112.19(1)(g), Florida Statutes, if an employee is killed in the line of duty as a result of an act of violence inflicted by another person while the employee is engaged in the performance of law enforcement duties or as a result of an assault against the employee under riot conditions, the Employer shall pay the entire premium of either the City's or the FOP's health insurance plan, consistent with the plan in which the Union participates during each calendar year, for the employee's surviving spouse until remarried, and for each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if: (a) at the time of the employee's death, the child is dependent upon the employee for support; and (b) the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

For the FOP:

Steve Zona, FOP President

For the City

Todd Norman, Chief of Employee

and Labof Relations