



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

AND THE

**AMALGAMATED TRANSIT UNION
LOCAL 1771**

**August 1, 2015 through
September 30, 2017**

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ARTICLE 1 THE CONTRACTING PARTIES

This Agreement is between the Escambia County Board of County Commissioners (hereinafter called the BCC or the County) and the Amalgamated Transit Union Local 1771, (hereinafter called ATU or the Union).

ARTICLE 2 RECOGNITION

The BCC recognizes the ATU as the sole and exclusive bargaining agent for all employees included in the bargaining unit of the Amalgamated Transit Union Local 1771, The current bargaining unit is as shown in Appendix A, with the official listing on file at PERC. It is recognized by both parties that as the mission of an organization changes, it sometimes requires permanent changes to the duties of some employees. It would be considered inappropriate for an employee to be a member of the Bargaining Unit who is, or becomes, a supervisor as defined by the duties test of the Fair Labor Standards Act (FLSA). Management shall not re-title nor reclassify an employee for the sole purpose of having them removed from the Bargaining Unit, nor without significant change in duties and/or job description.

ARTICLE 3 GENERAL PROVISIONS

3.01 Civil Emergency

If it is determined that civil emergency conditions exist including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas. If an employee is required to work during a civil emergency, any leave granted to all County employees will be granted to employees covered by this agreement.

3.02 Anti-discrimination

- A. The BCC agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or ATU membership or non-membership for any reason prohibited under Florida Statutes or any Federal law. This provision is not subject to the Agreement's grievance or arbitration procedure.

- B. Any claim of discrimination or sexual harassment by an employee against the BCC, their agents, representatives or employees, except for grievances related to ATU membership, shall only be subject to the methods of review prescribed by law or by rules and regulations having the force and effect of law.

3.03 Severability

Any clause, provision, or part of this Agreement, which might be, or hereafter, is construed by any court as violating such section, so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as is same had not been incorporated in the agreement.

3.04 Waiver Clause

- A. Regardless of any procedure set forth in this Agreement, the parties, as defined in Article 1, retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.
- B. The parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement. Any contract modifications are subject to the ratification process by both parties.
- C. Any alternative methods, letters of understanding, etc., that modify the provisions of this contract, and placed into effect, will automatically be addressed at the next bargaining session.

3.05 Accommodation With BCC Rules and Policies

Except as otherwise and expressly agreed herein, BCC existing rules and policies that impact negotiable terms and conditions of employment are to remain in effect except where the change is noticed to the ATU and the impact of the changes have been negotiated or negotiated to impasse.

ARTICLE 4 UNION RIGHTS

4.01 Use of Facilities

If any area of the BCC premises are restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during regular working hours and will be restricted to matters related to the application of this Agreement. Nothing in this section shall be interpreted to authorize the performance of ATU business during work time nor permit the use of BCC facilities for ATU business without the approval of the BCC or designee. Such approval shall not be unreasonably withheld, however, it is not the intent of this provision to permit the ATU to use the BCC facilities to conduct meetings on a regular or continuing basis.

4.02 Union Bulletin Boards

The ATU will be allowed to erect and maintain 3' X 3' bulletin boards in mutually agreed upon locations in the facilities listed below. Bulletin boards shall not be erected at facilities where no bargaining unit members are located. These locations will be in as close proximity to time clocks as can reasonably be accommodated. Any items posted must be signed by a Union Official and pertain to Union business. The County reserves the right to take down any material not signed by a Union Official or that may be construed as offensive or inappropriate as determined by the County Administrator or the Department Director. The County agrees to mail or fax a copy to the Union office of any material removed from one of the approved bulletin board listed below.

Public Works , Road Division	5
Main Camp	
North Camp	
Fleet Maintenance	
Nine Mile Road	
Mobile Highway	
Public Works, Park/Marine Division	1
Public Works, Facilities Management Division	4
Blount Street	
Escambia County Jail	
Downtown Government Complex	
Judicial Center	
Public Works, Mosquito Control Division	1
Neighborhood/Comm, Solid Waste Division	1

4.03 Representation

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members, and to immediately notify the County of any and all changes thereof.

4.04 Dues Deduction

- A. During the term of this Agreement, the BCC agrees to deduct ATU membership dues in an amount established by the ATU and certified in writing to the BCC from the pay of those in the bargaining unit, who individually make such request on a written check-off authorization form provided by the ATU (Appendix B). Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the ATU that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The ATU will be treated in the same manner as any other organization authorized for payroll deduction.
- B. Dues will be provided to the ATU Financial Secretary as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.
- C. The ATU shall advise the BCC of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

4.05 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the ATU to collect its dues for that pay period directly from the employee.

4.06 Termination of Deduction

Deductions for ATU dues and across-the-board assessments, if any, shall continue until either: (1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she is terminating the prior check-off authorization; (2) 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. If these deductions are continued when any of the above situations occur, the ATU shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld. An example of a memorandum terminating the deduction of union dues from an employee's salary may be found at Appendix C.

4.07 Indemnification

The ATU shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article. The ATU shall promptly refund to the BCC any funds received in accordance with this article, which are in excess of the amount of dues which the BCC or its agencies have agreed to deduct.

4.08 Notice of Dues Deductions

The Financial Secretary, or President, of the Union shall submit a list of names and amounts due, in writing, not later than the 15th day of the month prior to the month the deductions are to be made.

4.09 Union Leave Pool

A leave pool will be created for use by the Union for Union business. The BCC shall grant 120 hours per fiscal year to the pool. These hours will not be carried forward if time is not used. Bargaining Unit members may contribute Annual Leave time voluntarily, provided that all donated time is submitted to the Human Resources Department no later than the last pay period in September of each year. Human Resources shall maintain all records of pool time accrual and usage. The Union will be responsible for notifying Human Resources during the same pay period that the pool time is used. Pool time will be used in one-hour increments. Union activities include training, bargaining, meetings or processing grievances. The BCC will consider requests by Union officers to engage in Union business or activity and may approve requests at the discretion of the Department Director. Time off granted for such purposes shall be without pay unless it is covered by pool time. Such time off shall not be unreasonably withheld, however, such time away from work will be used only with the advance, written approval of the appropriate supervisor for each occasion. To ensure accurate timekeeping, the employee shall check out with his/her supervisor upon departure, and in with the same supervisor upon return to duty.

4.10 Notice to Union

The BCC will provide, within 7 days, a copy of any written, formal disciplinary action given to a bargaining unit employee

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Definitions

ATU or Union – Amalgamated Transit Union; Local 1771

County – Escambia County, Board of County Commissioners (BCC)

Day(s) – applicable to this contract, shall mean calendar days Grievance – an alleged violation of an expressed term of this agreement. Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, Letters of Counseling, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filing of a grievance must identify the specific article and section that is alleged to have been violated.

5.02 Election of Process

- A. An employee shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the ATU. When the employee has elected the ATU as their representation, the ATU shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the ATU. Any decision mutually agreed to by the BCC and the ATU shall be binding on the employee when election of a representative has been made. If requested by the employee as representation, the ATU shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the BCC and the ATU.
- B. If the employee is not represented by the ATU, the counsel elected to represent that employee becomes the sole agent of the employee.

5.03 Procedure

- A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of; subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance.
- D. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the ATU or the BCC in other cases.
- E. If a grievance meeting with management is held or requires reasonable travel time during the working hours of any required participant by the County, such participant shall be allowed participation excused without loss of pay for that purpose, utilizing Union Leave Pool to account for the time. Attendance at appeal meetings with management outside of the regular working hours shall not be deemed time worked.
- F. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to the grievance at more than one written step:
 - (1) Oral Discussion
 - (a) An employee having a grievance may, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the lowest ranking representative who has the authority to adjust the grievance for informal discussion. The management representative shall make every effort to resolve the grievance promptly and will respond to the employee within five (5) days.
 - (b) If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after the date of that response, submit a formal grievance at Step 1 of this procedure.
 - (c) If the employee elects not to utilize the oral discussion provision of this Section, he may file a formal grievance at Step 1, provided

such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.

- (d) If there is no response by the County within the five (5) day time limit, the failure to respond will constitute a denial and will allow the employee or his/her designee to go forward to Step 1.

(2) Step 1

- (a) In filing a grievance, the union representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
- (b) The Step 1 Management Representative or his/her designee shall meet and communicate a decision in writing to the employee and his/her union representative within fifteen (15) days following receipt of this grievance form.
- (c) If there is no response by the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and will allow the matter to go forward to the next step.

(3) Step 2

- (a) If the grievance is not resolved in Step 1, the union representative may submit it in writing to the County Administrator or his/her designated representative within ten (10) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. The County Administrator or his/her designated representative may have a meeting with the employee, and their union representative, to discuss the grievance.
- (b) The County Administrator or his/her designated representative shall communicate a decision in writing to the employee or his/her union representative within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response by the County to the employee or Union within the time limits, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.

(4) Step 3- Arbitration

- (a) If the grievance is not resolved, the union representative may, within ten (10) days after receipt of the decision at Step 2, appeal in writing to arbitration on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS). If at the initial written step, the ATU refused to represent the employee because he/she was not a dues-paying member of the ATU, the employee may opt for arbitration. Employees covered under the provisions of this Agreement who are not represented by the ATU shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement provided, however, such employee proceeding without assistance of the ATU shall be

required to post a bond in escrow with the BCC in an amount calculated to cover to cost of arbitration and in no event less than the amount \$2,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator.

- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the ATU, the grievant(s) and the employees in the bargaining unit. The decision of the arbitration hearing shall become final and binding on the parties of this Agreement when delivered to them in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitations shall apply:
 - (1) The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
 - (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - (b) Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the

constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.

- (6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- (7) The loser shall pay all of the arbitrator's charges. In the case of a split decision, the parties will equally share the arbitrator's fee. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.
- (8) The ATU will not be responsible for costs of arbitration to which it was not a party nor a representative of the grievant.

5.04 Time Limits

- A. Failure to initiate a grievance within the time limits in Section 5 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the ATU or employee to proceed to the next step.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing and signed by both parties.
- D. Claims of either an untimely filing or an untimely appeal shall be made at the step in question.

5.05 Exceptions:

An employee or the ATU may challenge an employment action by the County through the Agreement's grievance and arbitration process or any other process, including, but not limited to, the Merit System Protection Board (MSPB), provided by a government board or agency, but not both.

ARTICLE 6 DISCIPLINE

6.01 Purpose

- A. Discipline is action taken against an employee when a rule of the County, Department or division is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.
- B. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious discipline. This policy does not restrict the imposition of a suspension or termination in matters that are considered gross violations or which could affect the safety or security of the workforce. A copy of any disciplinary action placed in a Bargaining Unit (BU) employee's official personnel file in Human Resources will be provided to the union within 4 days following the imposition of discipline.

6.02 Types of Discipline

- A. The types of disciplinary action, in order of their severity, are:
 - 1. **Letter of Counseling** – A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The “Notice of Letter of Counseling” provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level. The employee will be responsible for providing a copy of the Letter of Counseling to the union.
 - 2. **Written Reprimand** – A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The “Notice of Written

Reprimand” will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee’s official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

3. **Suspension Without Pay** – A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the “Notice of Disciplinary Action” form and will be processed through Human Resources for review and then approved by the County Administrator or designee.
4. **Suspension With Pay** –
 - (a) If it is determined by the Department Director or Division Manager that an employee poses a threat, such as health and safety, to himself and/or other employees, or if it is suspected that wrong-doing of a serious nature has occurred, that employee may be suspended with pay pending investigation.
 - (b) If circumstances warrant quick action, the Department Director or Division Manager may suspend an employee immediately if it is prudent to do so. The Human Resources Director must be notified as soon as possible.
 - (c) The Human Resources Director may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the County Administrator.
5. **Termination** – Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. For classified employees, it will be submitted for approval on the form, “Notice of Disciplinary Action.”

6.03 In General

- A. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.

- B. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum five (5) year statutory requirement established by the Records Retention Schedule of the State of Florida.
- C. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form. The employee will have seven (7) days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.
- D. Suspension (for any reason), termination, and unsatisfactory performance appraisals are permanent actions and will be retained in the official personnel file indefinitely.
- E. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Director prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.
- F. An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions.
- G. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense. For example, an employee who is charged with "absence without approved leave" for a two week absence may receive a suspension while an employee who is charged with "absence without approved leave" for a two hour absence may only receive a written reprimand. Both employees are charged with the same offense, but receive different disciplinary actions.
- H. Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.
- I. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the

investigation of an “at fault” accident, this does not prohibit the BCC from imposing disciplinary action as well.

- J. In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the “Recommended Guidelines for Disciplinary Actions” at Tab 6A. This table provides examples of misconduct but may not be all-inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.
- K. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable “Violation Reference” code found on the table at Tab 6A. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.
- L. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles except as provided by law, shall result in a minimum suspension of five (5) days on the first offense. Items are “unauthorized” if they are in violation of state or federal law, or are on County property without the written permission of the Department Director or Division Manager. Any subsequent offense shall result in termination. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.
- M. Infractions that are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.
- N. The County shall avoid any disciplinary action in public or the presence of co-workers.

6.04 Procedures & Appeals

- A. If the actions necessary are not time-sensitive, the supervisor shall notify the employee (“Notice of Pending Disciplinary Action”) that formal disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences under consideration.
- B. The Grievance Procedures in Article 5 of this contract shall be followed for all applicable bargaining unit members.
- C. Only permanent employees who have completed their initial probationary period may appeal Suspensions, Demotions, and Termination actions.

Recommended Guidelines For Disciplinary Actions (Tab 6A)

LEGEND:

L = Letter of Counseling S = Suspension (1-30 days)
W = Written Reprimand T = Termination

<u>Violation Reference</u>	<u>Infraction</u>	<u>Category</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
IN-1	Disregard for or willful failure to follow the instruction or direction of a supervisor	Insubordination	L	W	S	T
IN-2	Abusive verbal conduct directed at a supervisor within the employee's chain-of-command.	Insubordination	W/S	S/T		
IN-3	Failure to work overtime, special hours, or special shifts or be on stand-by, as directed	Insubordination	L	W	S	T
ND-1	Violation of any County, department or division rule or directive	Neglect of Duty	L	W	S	T
ND-2	Inability to perform up to accepted work standards	Neglect of Duty	L	W	S	T
ND-3	Habitual tardiness, absenteeism and/or abuse of leave privileges	Neglect of Duty	L	W	S	T
ND-4	Willful neglect in performance of duties	Neglect of Duty	L	W	S	T
ND-5	Job abandonment for 3 consecutive scheduled workdays, or 2 consecutive 24-hour shifts.	Neglect of Duty	T			
ND-6	Leaving the assigned work area during regular working hours without permission or until relieved	Neglect of Duty	L	W	S	T
ND-7	Absence without approved leave, including failure to call in or report an absence to a supervisor the day the absence begins.	Neglect of Duty	W	S	T	
ND-8	Being identified as "at fault" in an accident or collision by an investigative board or law enforcement authority while the operator of a County vehicle or piece of equipment.	Neglect of Duty	W/S	S/T	T	
ND-9	Failure to maintain licenses, certifications and/or other professional credentials required for employment or failure to notify appropriate County officials of their loss, suspension, or revocation.	Neglect of Duty	S	T		
ND-10	Suspension or revocation of Driver License or Commercial Driver License (CDL) for negligence or misconduct if it is required for the performance of job duties.	Neglect of Duty	T			
ND-11	Willful or negligent violation of a safety policy which results in property/equipment damage or personal injury.	Neglect of Duty	W	S	T	

<u>Violation Reference</u>	<u>Infraction</u>	<u>Category</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
ND-12	Violating a safety rule or practice or any conduct which could endanger a co-worker or member of the public.	Neglect of Duty	W	S	T	
ND-13	Operating, or directing the operation, of a County vehicle or equipment without proper qualifications or supervision.	Neglect of Duty	W	S	T	
ND-14	Failure to immediately report any on-the-job accident to a supervisor or member of the chain-of-command.	Neglect of Duty	W	S	T	
ND-15	Failure to report to the Department a subpoena or request for information from a law firm, that relates to County business.	Neglect of Duty	L	W	S	T
ND-16	Possession or sale of alcohol or illicit drugs on County property (including vehicles).	Neglect of Duty	S/T	T		
ND-17	Working under the influence of alcohol or illicit drugs. (Subject to Florida Statute 112.0455)	Neglect of Duty	S/T	T		
EV-1	Fraud, waste, and/or abuse of County property or time.	Ethics Violation	W	S	T	
EV-2	Falsification or misrepresentation of an official document or record.	Ethics Violation	W	S	T	
EV-3	Falsification or misrepresentation of any portion of a job application.	Ethics Violation	T			
EV-4	Violation of County policies relating to impartiality, use of public property, conflict of interest, disclosure or confidentiality.	Ethics Violation	W	S	T	
EV-5	Conviction of a felony, a misdemeanor conviction involving moral turpitude, or any first-degree misdemeanor while in the performance of County duties.	Ethics Violation	S	T		
EV-6	Unauthorized possession of firearms, explosives, or weapons on County property.	Ethics Violation	S/T	T		
EV-7	Unauthorized vending or solicitation on County property or from a County vehicle.	Ethics Violation	L	W	S	T
EV-8	Attempting to coerce or influence a member of the public, fellow employees, subordinates or supervisor with gifts, services, loans or other consideration OR receipt of a fee, gift, or valuable item when such is given or accepted in the expectation of receiving a favor or preferential treatment.	Ethics Violation	S	T		
EV-9	Directing or permitting a subordinate to violate any rule, policy or regulation, whether explicit or condoned through inaction.	Ethics Violation	L	W	S	T

<u>Violation Reference</u>	<u>Infraction</u>	<u>Category</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
EV-10	Engaging in any employment, activity or enterprise which is illegal, incompatible, or in technical conflict with the employee's duties and responsibilities as a County employee.	Ethics Violation	S	T		
EV-11	Intentional destruction, theft or unauthorized removal of County property or assets for personal use.	Ethics Violation	S	T		
EV-12	Intentional destruction, theft or unauthorized removal, possession or use of another's property, tools or equipment without consent.	Ethics Violation	S	T		
EV-13	Illegal or inappropriate concerted action by bargaining unit members, e.g. curtailment or restriction of production, interference with work, instigating, leading or participating in any walk-out, sit-down, slow-down, sick-out, demonstration or participation in a strike as defined by Florida Statute.	Ethics Violation	S/T	T		
EV-14	Violation of the County's discrimination and/or unlawful harassment policies.	Ethics Violation	W	S	T	
EV-15	Gross misconduct to include, but not limited to, physical violence, threats of physical violence or engaging in offensive conduct or language toward the public, supervisory personnel, or fellow employees.	Ethics Violation	T			
EV-16	Membership in any organization that advocates the overthrow or the Government of the United States by force or violence.	Ethics Violation	T			
EV-17	Gross misconduct which reflects very unfavorably upon the image and ethics of the County as an employer, whether on or off duty.	Ethics Violation	W	S	T	

ARTICLE 7 SENIORITY

Definition: For the purpose of this contract, "seniority" shall, unless otherwise stated, be defined as the length of continuous service from the date of hire in BCC Employment.

ARTICLE 8 LEAVES

8.01 Members of the ATU Bargaining Unit shall receive no less leave benefits than those that are available to non-bargaining unit classified employees. If, during the life of this contract, these benefits should be changed for BCC classified employees, the same shall apply to the bargaining unit members as well. This shall apply to leave benefits as follows:

- Annual Leave
- Sick Leave
- Sick Leave Pool
- Bereavement Leave
- Compensatory Leave
- Unpaid Absence
- Leave of Absence
- Military Leave
- Family Medical Leave
- Jury or Court Leave
- Holidays

8.02 Leave shall be utilized in quarter-hour increments.

8.03 Paid Time Off (PTO) does not apply to this bargaining unit.

ARTICLE 9 PERSONNEL RECORDS

9.01 Personnel File

- A. There shall be only one official personnel file for each employee in which commendatory or derogatory information is recorded. This record shall be maintained in the Escambia County Human Resources Office.
- B. An employee will have the right to review his/her own official personnel file at reasonable times, as designated by the BCC, under the supervision of the designated records custodian.

- C. Where the BCC or their designee, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be prominently stamped "INVALID" and that document not considered for any future disciplinary actions.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 Overtime in General

Except where expressly stated in this policy, overtime compensation in the form of overtime pay or compensatory leave in lieu of overtime pay will only be paid after the employee has actually worked a minimum of forty (40) hours in the work week. Calculation and payment of overtime shall be made in accordance with federal Fair Labor Standards Act. However, paid holidays and union time shall be considered as time worked for determining overtime eligibility.

10.02 Authorized Overtime

The Department Director or Division Manager shall authorize overtime when it is determined to be necessary to meet essential operating needs. In order to receive compensation for overtime work performed, authorization from the Department Director or Division Manager is required.

10.03 Types of Overtime

From time to time it may be necessary for employees to perform overtime in order to complete a task. For purposes of this policy, there are two types of overtime work:

- A. Scheduled – Overtime that is announced in advance, and in most cases involves the entire department/division. This type of overtime becomes a mandatory part of the required workweek. The Department Director or Division Manager will have discretion to excuse employees from performing scheduled overtime on a case-by-case basis.
- B. Intermittent – Overtime that is required to complete work that is normally completed during regular hours, and generally becomes necessary in response to extenuating or emergency circumstances. Working this overtime is mandatory unless it is clearly made voluntary by the appropriate supervisor.
- C. Designated Holidays – Overtime (time and a half) shall commence only after 40 hours actually worked has been exceeded for the week.

10.04 On Call

The County agrees to abide by the Fair Labor Standards Act. Article 11 MANAGEMENT RIGHTS

It is the right of the public 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. It is also the right of the public employer to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Communications by the union with any department or division of the BCC shall be coordinated in advance through Human Resources.

ARTICLE 12SALARIESThe parties agree to increase salaries for all employees covered by this agreement by three percent (3%) effective October 1, 2015, consistent with procedures and processes of the BCC.

ARTICLE 13 REDUCTION IN FORCE

When it becomes necessary to reduce the work force, employees will be laid off according to seniority within the job classification, within the division, with the least senior employee being laid off first. When called back, inverse order will be used if the call back occurs within one (1) year from the date of the reduction in force. Notice of recall will be by certified mail and the employee will have fourteen (14) days to respond from date of receipt. The employee is responsible for keeping the County informed of his/her current address.

ARTICLE 14 RETIREMENT BENEFITS

The County agrees to continue the Florida Retirement System Plan as defined by state law and the same Escambia County Retirement Incentive Plan as provided to all other County employees.

ARTICLE 15 MISCELLANEOUS BENEFITS

15.01 Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP) as offered to all other County employees.

15.02 Temporary Light Duty

The County agrees to maintain the Temporary Light Duty program for on-the-job injuries as outlined by current BCC policy.

15.03 On-The-Job Injuries

If an employee is injured on the job and requires medical attention, the employee will be placed on Administrative Leave for the remainder of the regular work shift.

15.04 Tool Allowance

The County agrees that all employees qualified to receive a tool allowance shall receive eighty-five dollars (\$85.00) per month. On October 1, 2016, the tool allowance will increase to ninety-five dollars (\$95.00).

15.05 Blood Donations

Employees wishing to donate blood may request a maximum of two hours Administrative Leave for that purpose if donations cannot be made outside of working hours, and it is approved in advance by the supervisor. Employees must schedule their time off within two hours of the end of their work shift. Blood donations are planned events and, therefore, must be requested and approved in advance.

15.06 Tuition Reimbursement Program

Tuition reimbursement will be extended to members of the Bargaining Unit and shall be administered in accordance with current BCC policy. Any changes to this policy will automatically apply to Bargaining Unit members as well.

15.07 Wearing of Shorts

At the Division Manager's discretion, employees will be permitted to wear shorts.

15.08 Differential Pay

All bargaining unit employees required to begin their shift at or after 2:00 p.m. shall receive one dollar (\$1.00) per hour as shift differential pay for this contract period.

15.09 Longevity Pay

Longevity Pay increases that were provide prior to September 30, 2009 shall remain in effect. **15.10 Prescription Safety Glasses**

The County will provide prescription safety glasses in those circumstances where Escambia County is required to provide prescription safety glasses by state or federal law.

ARTICLE 16
INSURANCE

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD) and Life Insurance to Bargaining Unit members at the same level and cost of benefits provided to other regular BCC employees. If regular BCC employees are offered the option to utilize annual/sick leave to offset increasing health insurance costs, the same will be offered to Bargaining Unit members.

ARTICLE 17
PAYDAYS

17.01 Dates of Pay

All County employees shall be paid every two weeks, as agreed upon by the BCC and as directed by the Office of Finance, Clerk of Court.

17.02 Direct Deposit

Employees wishing to have their paychecks sent directly to their bank or credit union shall contact the payroll office.

17.03 Flex Time

Classified employees working full-time shall be permitted to work a varied workday or stagger work hours subject to the approval of the Division Manager and adherence to the BCC policy.

ARTICLE 18 HOLIDAYS

1801 Bargaining Unit employees will be granted the same holidays as given to all other County employees. .

18..02 Employees who work on a holiday are paid a total of two (2) times the regular rate of pay for that time.

ARTICLE 19 PROBATIONARY PERIOD

19.01 Definition

The probationary period as herein established is to provide a trial period during which the County has the opportunity to judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. Employees hired following the effective date of the ratification of this contract will have a probationary period for one hundred and eighty (180) calendar days from the first date of active employment. When an employee on probation misses five (5) or more consecutive work days, this time may be added to the employee's probationary period.

19.02 Employee Rights

All rights, benefits, privileges, including the application of grievances and arbitration procedures shall be applicable to probationary employees except for matters involving discipline, performance evaluation, or the decision to dismiss the probationary employee.

19.03 New Employees

The name, position, and employment date of any new employee whose position falls within the scope of this Agreement shall be forwarded to the Union on a monthly basis.

ARTICLE 20 OUT OF CLASSIFICATION PAY

All bargaining unit employees assigned to perform the duties of vacant higher classification for more than fourteen (14) consecutive days will be paid in the higher classification for all work performed. Employees assigned to perform the duties of a vacant higher classification will not be temporarily reassigned to the original classification to be subsequently assigned back to perform the duties of the vacant higher classification for the exclusive purpose of avoiding the fourteen (14) consecutive day requirement of this Article. A vacant higher classification is one where the County position is unfilled because the holder of the position is on approved extended leave or pending the filling of an open position.

ARTICLE 21 DURATION OF AGREEMENT

This Agreement shall be effective from August 1, 2015 through September 30, 2017 with all terms and provisions in force from the date the Agreement is ratified by both parties. For contract year 2016-2017 the parties will reopen Article 12 and two (2) other articles selected by each party. Negotiations for the reopened articles shall commence prior to July 1st of the preceding year.

ARTICLE 22 SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignment of the parties.

ARTICLE 23 TOTALITY OF AGREEMENT

23.01 Limitation.

(a) The Board and the ATU acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The Board and the ATU further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

23.02 No Further Obligation to Bargain.

The Board and the ATU, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, except as provided in Article 3.05, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

23.03 Modifications.

Nothing herein will, however, preclude the Board and the ATU from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

APPENDIX A
BARGAINING UNIT POSITIONS AND PAY ASSIGNMENT

<u>Class Code</u>	<u>Position</u>	<u>Pay Grade</u>
C221	Custodial Worker	A11
C601	Equipment Operator I	A12
C602	Equip Operator II	B21
C603	Equip Operator III	B22
C604	Equip Operator IV	B23
C633	Fleet Maintenance Specialist	B23
C632	Fleet Maintenance Technician	B22
C631	Fleet Maintenance Worker	B21
C621	Fuel Distribution Assistant	A12
C351	Landfill Service Worker	A13
C634	Lead Fleet Maintenance Technician	B23
C636	Lead Power Equipment Technician	B23
C214	Lead Maintenance Technician	B23
C213	Maintenance Technician	B22
C211	Maintenance Worker	B21
C321	Mosquito Control Technician	A13
C635	Power Equipment Technician	B21
C606	Road Construction Specialist	B22
C143	Storekeeper/Warehouse Technician	A13

<u>Former Classification</u>				<u>New Classification</u>
Roads				
Maintenance Worker	C211	A12	\$10.71	Equipment Operator I
Fleet Maintenance Worker	C631	A12	\$10.71	Fleet Maintenance Worker
Facilities				
Maintenance Worker	C211	A12	\$10.71	Maintenance Worker
Maintenance Technician	C213	A13	\$11.25	Maintenance Technician
Parks				

Maintenance Worker	C211	A12	\$10.71	Maintenance Worker
Maintenance Technician	C213	A13	\$11.25	Maintenance Technician
				Lead Maintenance Technician

**APPENDIX B
DUES CHECK-OFF AUTHORIZATION**

I, _____ an employee of the
Print Full Name *Social Security Number*

Escambia County Board of County Commissioners authorize you, as my

Employer, to deduct from my regular salary, membership dues as established by the Amalgamated Transit Union Local 1771.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: (1) revoked by me at any time upon thirty (30) days written notice to the Employer, or (2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the AMALGAMATED TRANSIT UNION LOCAL 1771.

MY SIGNATURE HEREON IS AUTHORIZATION TO RELEASE MY SOCIAL SECURITY NUMBER WHEN REPORTING DUES DEDUCTIONS.

Date

Signature

Distribution of Copies:

ORIGINAL – Payroll

Copy – Human Resources, Labor Coordinator

**APPENDIX C
TERMINATION OF UNION DUES**

M E M O R A N D U M

TO: Human Resources

FROM:

Employee Name (Print Clearly)

Department/Division

DATE:

RE: Termination of Union Dues

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and the Amalgamated Transit Union (ATU), this written notice is provided to revoke my prior check-off authorization for deduction of ATU dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

SSN: ____ -- ____ -- ____

Cc: ATU Local 1771
Payroll

AMALGAMATED TRANSIT UNION LOCAL 1771

This is to certify that the members of the above collective bargaining unit ratified this agreement on the ____th day of _____ 2015.

AMALGAMATED TRANSIT UNION LOCAL 1771

Charles Bobby Nigh
President/Business Agent

Union Witness

Union Witness

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this agreement on the ____th day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: _____, 2015

Michael Mattimore
Allen, Norton, & Blue, P.A.