

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

RE-SOLICIT ECAT MANAGEMENT CONTRACT

SPECIFICATION NUMBER PD 16-17.039

PROPOSALS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Monday, May 1, 2017

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on **Wednesday, April 12, 2017 at 10:00 am, CDT. Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:

Paul Nobles, CPPO, CPPB Senior Purchasing Coordinator
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSAL
PROPOSER'S CHECKLIST
RE-SOLICIT ECAT MANAGEMENT CONTRACT
SPECIFICATION PD 16-17.039**

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Solicitation and offer form with original signature and one (1) CD or flash drive containing the entire proposal
- Cost proposal form with original signature

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating or other evidence of financial stability
- Sworn statement pursuant to section 287.133(3)(a), Florida Statutes, on entity crimes
- Drug-free workplace form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to do Business from the State Of Florida Occupational License
- Certification For Disclosure Of Lobbying Activities On Federal Contracts
- Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion From Federal Aid Projects

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

HOW TO SUBMIT A NO PROPOSAL:

- If You Do Not Wish To Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The "**Reason For No Proposal**" Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

*This Form Is for Your Convenience To Assist In Filling Out Your Proposal Only.
Do Not Return With Your Proposal.*

RE-SOLICIT ECAT MANAGEMENT CONTRACT

SPECIFICATION NUMBER PD 16-17.039

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Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS**
SOLICITATION AND OFFER FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Paul R. Nobles

Request for Proposal

Senior Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4987 Fax No: (850) 595-4807

RE-SOLICIT ECAT

MANAGEMENT CONTRACT

SOLICITATION NUMBER: PD 16-17.039

SOLICITATION

MAILING DATE: Friday, March 31, 2017

PRE-PROPOSALS CONFERENCE: **MANDATORY** 10:00 am CDT, Wednesday, April 12, 2017

OFFERS WILL BE RECEIVED UNTIL: 2:00pm, CDT, Monday, May 1, 2017 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

BOND ATTACHED \$ _____ N/A _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County receives the offer.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Escambia County Cost Proposal Form for ECAT Proposals
PD 16-17.039 ECAT Management Contract

	Year 1 Amount	Year 2 Amount	Year 3 Amount
1 Proposed Base, Fixed Management Fee			

Amount at Risk for the Following Performance Measures reported Quarterly

	MEASURE	REQUIREMENT	PENALTY	Year 1 Amount Deducted	Year 2 Amount Deducted	Year 3 Amount Deducted
2	Actual Service Hours*	99.6% of Schedule Service Hours	If LESS than 99%			
3	Operator, Service and Mechanic Overtime Pay	Less than 6%	If EXCEEDS 10%			
4	Customer Satisfaction	Avg. 4/5 cumulative on Survey approved by ECAT	If LESS than 4/5			
5	Customer Complaint Tracking and Response	Reported quarterly; response within 2 business days	If EXCEEDS (2) days on (4) occasions in the reporting cycle			
6	Fare box revenue	100% of previous year collections	100% of shortfall will be remitted to the County within 90 days of end of fiscal year			

Total At-Risk (Sum of lines 2, 3, 4, 5, 6)

All disincentives will be netted and billed against all incentives and management fees along with the following month's recurring management fee invoice.

Incentive Amount for the Following Performance Measures reported Annually

	TYPE	GOAL	MEASURE	Year 1 * Sharing %	Year 2 Sharing %	Year 3 Sharing %
6	Advertising Revenue	\$310,000	Exceeded			
7	Gas Tax Reliance	Current 100%; Reduce 5% each year	Reduced 5%			

* Sharing % will be the share of the exceeded goal to be given as incentive to the Contractor Annually.
If an Incentive is paid; at least 50% of the bonus will be equally distributed to the Contractor's employees serving Escambia County.
Annually is the FY October to September

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is
- _____
- _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposals or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposals copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposals Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposals Information See Home Page URL: <http://www.myescambia.com>

Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.039, "RE-SOLICIT ECAT MANAGEMENT CONTRACT",
Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you
must mark airbill and envelope or box with Specification Number and Project
Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for Proposals or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

Escambia County, FL, (referred hereafter as the County) is requesting PROPOSALS from qualified firms for management of the County's public transportation system, the Escambia County Area Transit (ECAT). The management of ECAT is guided by policies, objectives and service standards sanctioned by Escambia County..

2. **Procurement Questions**

Direct all questions and requests for additional information to:

Paul Nobles, CPPO, CPPB, Senior Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805
E-mail: prnobles@co.escambia.fl.us

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **ten (10) working days prior to the proposal due date, May 1, 2017**, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

3. **Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and a Cost Proposal Form which shall be submitted in a sealed envelope with the entire proposal including the cost proposal with Original signatures in indelible ink signed in the proper spaces and (1) one CD or Flash Drive containing the entire proposal.

4. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

5. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

6. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum of sixty (60) months upon mutual agreement of both parties. If any renewals result in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The appropriate County department(s) shall issue or release (purchase) orders against the term contract on an "as needed" basis.

- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract month by month for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

8. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

9. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.
- D. Incentives related to service performance.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an

executed change order.

10. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the Operation of Para Transit Services.

12. **Licenses, Certifications, Registrations**

The offeror shall meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation. Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

13. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting Proposal bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

14. **Termination**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Professional Liability/Malpractice/Errors and Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, Senior Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL
PD16-17.014
RE-SOLICIT ECAT MANAGEMENT CONTRACT

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PART A SUMMARY

Escambia County, FL, (referred hereafter as the County) is requesting Proposals from qualified firms for management of the County's public transportation system, the Escambia County Area Transit (ECAT). The management of ECAT is guided by policies, objectives and service standards sanctioned by Escambia County.

SYSTEM DESCRIPTION

The management company operates from a County-owned facility located at 1515 West Fairfield, Pensacola, Florida using a fleet of County owned vehicles. All office equipment, furniture, parts inventory and maintenance equipment required for the day-to-day transit operation are provided by the County.

Any firm selected to manage ECAT must abide by the terms and conditions of all current and subsequent agreements entered into by Escambia County pursuant to 49 U.S. C. 5333 (b) (formerly known as Section 13(c)) of the Federal Transit Act. The firm also must operate the services under the current labor agreement negotiated with the Amalgamated Transit Union Local 1395, which represents the hourly paid drivers and maintenance employees.

ECAT operates a fixed route system. The fixed route system has:

- 22 Routes
- 1 Special Route that runs to NAS, Corry Station and the Beach Jumper on Sundays
- 2 Routes for UWF provided by 4 trolleys
- Peak Hours
 - 33 peak hour buses Monday through Friday from 5:00am until 7:00pm
 - 18 peak hour buses Saturday from 5:00am until 7:00pm every two hours
 - 3 peak hour buses Sunday, 2 commuter routes from 10:00am until 10:00pm

The services provided by the Community Transportation Coordinator (CTC), designated by the Florida-Alabama Transportation Planning Organization, are not included in this contract.

Current ECAT Staff consists of:

- Management Team = 3
- Operational and Administrative Staff 26 (Non- ATU) = 26
- Maintenance 13 ATU / 5 Non-ATU = 18
- Drivers (ATU 66 full time, 7 part time)= 73
- Part-time Trolley Drivers = 10
- Full time Customer service (3 Non-ATU/ 1 ATU = 4
- Total = 134 Positions

The base fare of \$1.75 applies to all riders other than the reduced fares. Base fare also includes reduced-fare passengers not able to produce valid identification upon request. All cash fares include one transfer upon request. Exact bus fare is not required. The fare box accepts U.S. currency: \$1, \$5, \$10, \$20, and coins (see Change Cards).

Students and/or children with a height equal to or shorter than the top of the fare box ride free.

For a chart of the fare schedule, please visit www.goecat.com.

In addition to the buses, vans and trucks assigned to ECAT, ECAT also operates a County vehicle maintenance facility, which provides both scheduled and unscheduled maintenance on the County's fleet of non-transit vehicles including all types of trucks, automobiles and vans. The budget for this service is included in the budget information provided above.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to manage the County Public Transportation system defined as “fixed route”.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor for the RE-SOLICIT ECAT MANAGEMENT CONTRACT that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown County Administrator. The liaison officer shall be Colby Brown, PE, Program Director, Traffic and Transportation Division. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be based on the solicitation after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 MANDATORY PRE-SOLICITATION CONFERENCE

A MANDATORY Pre-Solicitation Conference will be held at the Office of Purchasing,
213 Palafox Place, 2nd Floor,
Conference room 11.407 on
Wednesday, April 12 2017 at 10:00 am CDT
All Proposers are REQUIRED TO ATTEND.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8

SCHEDULE

The following schedule may be adhered to in so far as practical in all actions related to this procurement and is subject to change.

- | | |
|---|--|
| A. Mailing date of proposals | Friday, March 31, 2017 |
| B. Mandatory Pre-Solicitation Conference | Wednesday, April 12, 2017 |
| C. Questions on or before | 5:00 p.m., Thursday, April 20, 2017 |
| D. Receipt of proposals | 2:00 p.m. Monday, May 1, 2017 |
| E. Review and Ranking of proposals | May 5, 2017 |
| F. Tentative Board of County Commissioners Review | Friday, May 11, 2017 |
| G. Contract effective date | TBD |

1-9

PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and (1) one CD or Flash Drive containing the complete proposal shall be completely responsive to the RFP for consideration.

1-10

NEGOTIATIONS

The contents of the RFP, scope, and proposal of the successful firm shall become a basis for contractual negotiations.

1-11

RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals and may reject overly lengthy proposals.

1-12

CONTRACTOR RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The contractor is required to provide whatever is necessary to adequately provide the service whether provided by the County or not.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered, and must correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Cost Proposal

The Cost proposal is a presentation of the proposer's total offering price, including the estimated cost for providing each component of the required goods or services and the completion of the Cost Proposal Form containing "at-risk" cost factors must be included to be considered

responsive.

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Include a description of all experience Transit Management in Florida, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposer's most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE SERVICE

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the service and all that pertains thereto.

2-4 METHODOLOGY USED FOR THE SERVICE

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the service and meet all applicable Federal, State, and local requirements and guidelines.

2-5 MANAGEMENT PLAN FOR THE SERVICE

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the service and meet all applicable Federal, State, and local requirements and guidelines.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit and be provided on a cost per trip basis. This RFP contains a specific cost proposal form that shall be completed to meet the minimum requirements of a responsive proposal.

PART III

CRITERIA FOR SELECTION

EVALUATION CRITERIA:

1. Experience and Qualifications – Total 50 points

Provide records of experience as Fixed Route Service or Operator

0 to 5 years = 5 points

5-10 years = 10 points

Over 10 = 15 points

Provide the following information on as much as (5) Contracts as examples: 4 per example/ 20 points

(a) Volume/Trips per day or Ridership, On Time Service (TDP)

(b) Marketing and Amenities

(c) Complaint Resolution: Discuss the tools and tracking and provide current results and standards

(d) Budget: Have you required Budget Increases?

Provide General Info on the Following: 15 points total

(a) Understanding of Florida Subcontracted Transportation Provided Agreement

(b) Organizational Structure

(c) Management Team Resume' for Each Member

2. Cost – Total 50 points

Base Management Fee Proposal- 50 points

PART IV SCOPE OF WORK/SPECIFICATIONS/REQUIREMENTS

Escambia County Board of County Commissioners **Mass Transit Scope of Services**

Firms submitting qualifications should be capable of performing the following management services:

- Short-range transit planning
- Equipment selection and maintenance of all assigned vehicles
- Utilization of computerized Fleet Maintenance Management Program ensuring standardized accounting for parts, labor and inventory
- Building utilization and maintenance
- Security, vehicles and facilities
- Routes and schedules
- Fare analysis
- Budgeting & financial management
- Safety and selected types of insurance
- Employee selection and training
- Employee relations
- Labor negotiations
- Marketing and public relations
- Preparation of specifications for capital equipment
- Administration of Escambia County Complementary ADA Paratransit Service and Transportation Disadvantaged Program
- Other functions reasonably required in day-to-day Escambia County Area Transit (ECAT) operations
- All grants activities including application, administration, reporting and close-out in accordance with all FTA procedures. The same functions are required for Florida Department of Transportation (FDOT) funding programs. Management company staff is required to be aware of and follow all federal and state procedures required of grantees (EEO, DBE, Title VI, NTDB, etc)
- Computer hardware and software selection, procurement and maintenance
- Preparation of FTA reports, compliance, and related programs
- Preparation of FDOT reports, compliance and related programs
- Capital and operating procurement, including compliance with FTA regulations
- Environmental compliant
- Firm shall provide all ECAT employees first right of refusal of employment opportunity.
- The operator shall provide the budget for the ADA Complementary (Door-to-Door Service). However, this service shall be provided by the Paratransit Provider. In the event that there is not Paratransit Service, the operator shall provide the ADA Complementary service.

VEHICLE MAINTENANCE SERVICES

- Maintenance of all assigned vehicles
- All preventive and non-scheduled maintenance services, including capability for 24/7 emergency service
- Preparation of specifications and recommendations for replacement of all capital equipment
- Employee selection and training as assignedBudgeting & financial management. Keep accounts (including inventory) separate from all mass transit accounts to avoid co-mingling of federal or state funding and maintenance fees.
- Utilize federal fully allocatedd costs procedures to determine hourly labor charge for non-transit vehicle maintenance services.
- Benefits to the Contractor's employees shall be comparable to the benefits provided to Escambia County Board of County Commissioner's employees.

Escambia County will provide:

1. Short-range and long-range transit planning via TPO.
2. Grant Administration assistance.
3. Purchasing Services

Performance Standards

In order to ensure a high standard of performance, services provided by Contractor are to be operated in a manner that maximizes productivity without negatively impacting service quality for Escambia County/ECAT (hereinafter referred to as "ECAT"). To ensure quality and a high level of customer satisfaction, all performance standards shall be reviewed on an ongoing basis.

All performance measures must be tracked and reported without possible manual manipulation. The Contractor may choose any needed software to attain this goal. The software is not provided by Escambia County.

The Following Performance Measures reported Quarterly

MEASURE	REQUIREMENT
Actual Service Hours*	99.6% of Schedule Service Hours
Operator, Service and Mechanic Overtime Pay	Less than 6%
Customer Satisfaction	Avg. 4/5 cumulative on Survey approved by ECAT
Customer Complaint Tracking and Response	Reported quarterly; response within 2 business days

*Actual service hours include service provided as scheduled, utilizing the scheduled type of vehicle as set forth by ECAT.

Incentive Amount for the Following Performance Measures reported Annually

TYPE	GOAL
Advertising Revenue	\$310,000
Gas Tax Reliance	Current 100%; Reduce 5% each year

Please complete the Attached Contractor Proposal Form to indicate the proposed risk the contractor will place on each Performance Measure. All incentives will be determined on annual basis. All disincentives will be netted and billed against all incentives and management fees quarterly along with the following month's recurring management fee invoice.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

LABOR AGREEMENT
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1395, AFL-CIO
PENSACOLA, FLORIDA / Chartered 1945
AND
ESCAMBIA COUNTY AREA TRANSIT
d.b.a.
FIRST TRANSIT INC.

CONTRACT PERIOD
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016
Revised November 13, 2013

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AGREEMENT

This AGREEMENT made and entered into this 23rd day of October 2013, is between First Transit, Inc. d.b.a Escambia County Area Transit (hereinafter “the Company”) and Local 1395 of the AMALGAMATED TRANSIT UNION/AFL-CIO, (hereinafter “the Union”).

Witnessed in consideration of the mutual covenants and agreements hereinafter set forth, the parties contract and agree as follows:

GENERAL PROVISIONS

ARTICLE 1 **RECOGNITION**

SECTION 1: It is recognized by the parties of this Agreement that Section 6 of the Declaration of Rights of the Constitution of the State of Florida prohibits closed or union shop agreements and that employees covered by this Agreement are not public employees as specified in Section 6 (Right to Strike) of the Declaration of Rights. Any clause, provision, or part of this Agreement, which might be, or hereafter is construed by any court as violating such section, or which in view of the decision of any court of general jurisdiction upon similar clause or part could be construed 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 if same had not been incorporated in the Agreement.

Subject to the foregoing paragraph, the Company agrees that the AMALGAMATED TRANSIT UNION shall be the sole representative for collective bargaining of the Company's operating, customer service and maintenance employees included within the classification set forth in the wage section of this Agreement.

SECTION 2: The Company agrees to deduct an equal amount on the first and second payday of each month from the pay of bargaining unit employees the current monthly dues. Such dues consist of initiation fees and regular monthly dues as levied by Local 1395 in accordance with the Union's Constitution and By-Laws. The Company will turn same over to the Financial Secretary or President of the UNION not later than the 10th of the following month, provided said bargaining unit employees individually and voluntarily authorizes and request the Company, in writing, to make such deductions. A current list is to be made available to the Company, by the Financial Secretary or President of the UNION, and any change made shall be submitted not later than the twenty-fifth (25th) of the month prior to the month the deductions are to be made, showing the names of bargaining unit employees, the amount of the current monthly dues and/or fees.

The Company agrees to deduct special dues and/or fees as described above for bargaining unit employees who have not had deductions made due to not receiving a pay check on regular payday, provided the Financial Secretary or President of the UNION submits a list of names and amount due, in writing, not later than the 25th of the month prior to the month the deductions are to be made.

The Company agrees to make a separate deduction for COPE (Committee on Political Education) contributions, provided contributing members individually and voluntarily authorize and request the Company, in writing, to make such deductions.

The Union assumes full responsibility for the disposition of the monies so directed once they have been turned over to the Union. The Union further agrees to indemnify (not hold the Company responsible) and hold the Company harmless against all claims, suits or other forms of liability arising out of the deduction of money for the Union dues from an employees pay.

When the term "employee" is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

SECTION 3: The provisions of this Agreement shall be administered and shall apply equally to all employees covered by the Agreement without regard to their race, color, religion, sex, age, national origin, veteran's status, handicap, ADA disability or sexual orientation in compliance with all applicable laws.

When the pronouns "he" or "she" is used in this Agreement, the intent is to mean both genders, no matter which pronoun is used.

ARTICLE 2

PROBATIONARY PERIOD

SECTION 1: The probationary period as herein established is to provide a trial period during which the COMPANY may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he is employed. Such probationary period shall be for 90 calendar days from the established "date of employment" of such full-time employee, provided, however, that when an employee's probationary period is interrupted by five or more consecutive days, this time will be added on to the employee's probationary period. The Company may extend probation an additional 30 days for all bargaining unit employees on an individual basis with written notice to the Union.

SECTION 2: All rights, benefits and privileges, including the application of grievances up to but not including arbitration, shall be applicable to probationary employees, except the judgment of the Company regarding a probationary employee's qualifications as per Section 1 above, shall not be subject to the grievance or arbitration procedures.

SECTION 3: The name, position and employment date of any new employee whose position falls within the scope of the Agreement will be given to the President of the Union in writing within five working days from the hire date. The Company will schedule a 60 minute block of time in the orientation schedule for no more than one (1) ~~two~~ Union Representatives to meet with the new hire(s). If the Company schedules the time during the Union Representatives normal working hours, the Union Representative will be excused without loss of pay including overtime pay if applicable.

ARTICLE 3

CONFERENCE AND NEGOTIATIONS

SECTION 1: All business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the Company, and the regularly elected officers of the Union or duly accredited committee thereof, composed of employees of the Company or an International Officer. The Company agrees to furnish the Union with an up-to-date list of its officers or agents within one week of any changes thereof.

SECTION 2: Should differences arise between the Company and the Union as to the meaning of terms of the Agreement, or should the Union feel that in the application, by the Company of such terms any employee has been treated unjustly, the Company will meet the duly accredited officers or committee elected or selected by the Union and treat them as hereinafter provided.

SECTION 3: The Union agrees to furnish the Company with an up-to-date list of all its officers and committee members, and to immediately notify the Company of any and all changes thereof.

SECTION 4: The Company and Union shall each appoint no more than three (3) members, to include the Manager and Union President, to a committee to be known as "The Labor Management Committee". Either party may submit a written request to the other party requesting said meeting, no more than one per month, and stating the subjects to be discussed. The notice must be given at least 24 hours before the meeting. The intent of this meeting is to consider ways and means to further improve labor/management relations. The Company will pay for the lost time of one representative of the Union, up to ninety (90) minutes, during the Labor/Management meeting. The Company also agrees to allow one representative of the Union from the Maintenance Department to attend the Labor/Management meeting at no cost to the Union, up to ninety (90) minutes provided the employee is on the clock during the meeting.

ARTICLE 4 **DISCIPLINE OF EMPLOYEES**

SECTION 1: Any employee who has been suspended or discharged for violation of any Company rules or because of any other offense shall have the right to have his case presented as a grievance by the officers/shop stewards or committee of the Union to the official or officials of the Company designated by the Company as herein elsewhere provided. Prior to a grievance hearing a copy of charges and resulting discipline shall be provided to the employee charged and to the Union. If it is found that the employee was not guilty of the violation for which he was suspended or discharged or received a written reprimand, said employee will be reinstated without loss of seniority and paid for lost work time and any mention to the charge will be deleted from the employee's record.

SECTION 2: In the case of an accident, the Company will have the right to postpone any disciplinary action against an employee involved until the case has been settled or closed. This will in no way interfere with an employee's right to submit a grievance or to request Union representation concerning the disciplinary action nor the Union's right to arbitrate said grievance.

SECTION 3: The Executive Committee of the Union shall have the privilege of examination of reports of Inspectors, special operators, patrons, or other of any employees covered by this Agreement, suspended or discharged for irregular registering of fares or transfers upon which evidence said employee is suspended or discharged, provided the Union furnishes the Company an authorization signed by said employee releasing the Company and Union from all liability and authorizing the parties to release the information to whomsoever it may concern.

SECTION 4: When complaints are made against an employee, the Company may review the data on the vehicle surveillance systems in Accordance with Article 23, Section 4, and such complaint will not be entered in the employee's record until the employee is notified of such complaint in writing. A copy of the complaint which is entered in an employee's record will be made available to the Union, provided the Union furnishes the Company an authorization signed by said employee releasing the Company and the Union from all liability and authorizing the parties to release the information to whosoever it may concern.

When an employee is disciplined as a result of a checker report, all information needed by the Union to process its grievance will be supplied.

SECTION 5: At any disciplinary hearing, only the most recent two years of an employee's record shall be used. If discipline results in suspension, such suspension will begin within five days following the hearing and will be consecutive workdays. No preventable accidents over two years old will be used for the basis of future disciplinary purposes. Accidents shall be considered on the basis of preventability regardless of the type of accident.

Such disciplinary hearing shall be held within five of the subject employee's regular work days (exclusive of vacation, holidays, sick leave and other absences) after the Company has become aware of the incident resulting in the hearing, provided, however, that extenuating circumstances, such as accidents, criminal charges, theft, etc., require further investigation. In the case of extenuating circumstances the employee will be notified, in writing, of the delay in the disciplinary hearing with a copy to the Union.

All other infractions or violations of the same type over two years old will not be used for the basis of future disciplinary action.

SECTION 6: The Company, under normal circumstances, will avoid any disciplinary action in public or in the presence of co-workers.

SECTION 7: The Company will attempt to issue citations within 5 working days of the knowledge of an occurrence/incident. The union will be notified of any investigation within 48 hours knowledge of occurrence /incident. The employee will be notified of any investigation within 72 hours knowledge of occurrence/incident.

ARTICLE 5 **GRIEVANCE AND GRIEVANCE PROCEDURES**

SECTION 1: A grievance is defined to be:

- A. Any controversy between the Company and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth, and
- B. Any controversy between the Company and the Union as to whether or not any employee suspended or discharged for violation of any rule of the Company or other offense is guilty of such violation or offense.

SECTION 2: In the settlement of grievances under the terms of this AGREEMENT the following procedures shall be observed.

- A. No grievance will be entertained or considered unless it is presented in writing by a Union or Company official:

1. within five days after any controversy arises involving the interpretation or application of the terms of employment as herein set forth, or
 2. within five days after the suspension or discharge of any employee for violation of a rule of the Company or for any other offense.
 3. Any grievance presented in a due and timely manner as herein above described shall be taken up by the officers or committee of the Union and a designated official of the Company within not more than five days after the Company or the Union receives such grievance. Within five days thereafter such a grievance shall be settled or it shall have been appealed to the Manager of the Company. The Manager shall render his decision concerning said appeal in writing within five days after the appeal hearing. If the Manager's decision is to deny the appeal, his written decision must include basis for denial, provided the Union has given written basis for the appeal. If the Company or the Union shall not have demanded arbitration in writing within ten days after the date of the written appeal decision of the Manager, then such grievance shall be forever barred and extinguished
- B. Every grievance presented must contain a statement of the corrective action or remedy being sought and Labor Agreement article that is allegedly violated.

SECTION 3: The parties will make every effort to schedule grievance hearings during the grievant non-working hours whenever it is possible to do so. The grievant will be relieved of duty, if the hearing is during the grievant's scheduled working hours, to attend the hearing, the grievant shall be paid for such time.

SECTION 4: Saturday, Sunday, holidays and the grievant regular day off shall be excluded in calculating the time limits specified in this Article.

SECTION 5: When extra time is required to complete preparations for any phase of the grievance process, the Company or the Union may request, in writing, an extension of one to seven calendar days to the established time limits.

ARTICLE 6

ARBITRATION AND ARBITRATION PROCEDURES

SECTION 1: In the event either the Union or the Company shall have demanded that a grievance be submitted to arbitration as herein provided, the following procedures shall be observed:

- A. Within ten days after one party shall have served a demand for arbitration upon the other party, each party shall appoint its arbitrator.
- B. Should the two arbitrators, selected by the parties, be unable to agree upon the selection of the third (neutral) arbitrator within ten days from date of appointment of the second named arbitrator, then, either arbitrator may request the Federal Mediation

and Conciliation Service (FMCS) furnish a list of seven persons from which the third arbitrator shall be selected.

After reviewing the list, either the Union or the Company may reject the entire list and request a second list of arbitrators from the FMCS. The third arbitrator must be selected from the second list. The party rejecting the first list shall pay any expense involved in requesting the second list.

- C. The arbitrator appointed by the parties shall within five days after receipt of such list, determine by the order of elimination and thereafter each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the third (neutral) arbitrator.

SECTION 2: If one of the arbitrators named by the parties hereto dies, resigns or for any other reason is unable to act, the party appointing him shall name his successor within five days after such death, resignation or withdrawal. If it becomes necessary to appoint a successor for the third and impartial arbitrator such successor shall be selected in the same manner as the original arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.

SECTION 3: The Board of Arbitration shall meet and organize at a mutual location at such time as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that is practical for them to meet until all of the evidence and arguments have been received and heard and the decision rendered. The Board of Arbitration shall establish its own rules or procedures not inconsistent with the terms of this AGREEMENT, and all arbitration proceedings hereunder shall be conducted in a mutual location.

SECTION 4: The decision of a majority of the Board of Arbitration shall become final and binding on the parties of this AGREEMENT when delivered to them in writing.

SECTION 5: The parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The losing party shall pay the fees and expenses of the neutral arbitrator. Split decision will be born equally by both parties of the neutral arbitrator. Joint expenses incidental to the arbitration shall be agreed to and equally shared by both parties. Each party will pay any legal expenses incurred.

SECTION 6: The time limits set forth in this Article shall exclude Saturday, Sunday and holidays.

SECTION 7: The neutral arbitrator will be prohibited from changing, adding to, or subtracting from the wording of terms of this Agreement or any supplementary written, approved agreements entered into mutually by the parties.

SECTION 8: The Company and Union agree to make attempts to settle a pending arbitration case by meeting to discuss a settlement at least for two meetings within 30 days prior to the final selection of an arbitrator.

ARTICLE 7
PROVISIONS RELATING TO UNION/UNION OFFICIALS

SECTION 1: This Section pertains to an ATU Local 1395 President/Business Agent and/or other Local Union officials that are actively employed by the Escambia County Area Transit and is elected or appointed to serve by the President/Business Agent or by the members of ATU Local 1395.

President/Business Agent

- A. The President/Business Agent will not be permitted off from regularly assigned work hours to conduct any business for union members that are not employees of the Company except as specifically listed in this Article.
- B. The President/Business Agent or his designee will be permitted off from regularly assigned work hours to conduct Escambia County Area Transit Union business if requested in writing a minimum of twenty-four (24) hours in advance (except in cases of emergency) of requested time off. E.g. terminations, reasonable suspicion testing, or other events that require immediate representation of Local 1395 members. Cases of emergency will be approved immediately but will not exceed ten (10) in a calendar year. More than ten (10) must be approved by the General Manager of ECAT.
- C. The President/Business Agent will be permitted off from regularly assigned work hours to conduct negotiations or arbitration hearings that affect any property that ATU Local 1395 represents with a written request submitted a minimum of 48 hours prior to requested time off. Two other Union officials will be permitted off from regularly assigned work hours to conduct negotiations and arbitrations with Escambia County Area Transit, with a written request submitted a minimum of 48 hours prior to requested time off.
- D. The President/Business Agent, and his designee(s) not to exceed four (4) to include the President/Business Agent (more than four will require Company approval), will be permitted off from regularly assigned work hours to attend conferences, conventions, seminars, and schools that are pertinent to performing his duties as Business Agent with a written request submitted a minimum of 72 hours prior to requested time off.
- E. The Company will permit the Union President/Business Agent or his designee to be paid for up to sixty (60) days per calendar year, for conducting Union business, at his regular rate of pay. When the Union President/Business Agent or Union official is permitted off to conduct Union business, the Company will pay the Union President/Business Agent or Union official for the time he would have earned (straight time) without loss of benefits; the Company will deduct the pay and fringes from the Union dues being transmitted for payment. The Union President/Business Agent/Designee must provide the Company written advanced notice on the Wednesday prior to the start of the week in which time off is to be taken. It is understood that if the requested time off places a hardship on the Company it may be denied for those reasons. However, the Company will make every effort to accommodate any request made by the Union President/Business Agent for this time

off request. Time off will be paid at the normal hourly ECAT wage rate. The Union will pay two (2) weeks of paid vacation for the President/Business Agent. It is understood the Union will compensate the Union President/Business Agent for these accrued benefits relieving the Company of two (2) weeks of these benefits. Any days allocated to the designees are to be taken out of the allotted sixty (60) days. No additional days shall be given.

- F. The Company and Union may agree in writing to allow the Union President/Business Agent to establish one or two days (either Tuesday, Wednesday or Thursday) as days off without pay each week for a period not less than six months to conduct Union business. The effective period must be from the effective date of a general choose-up and must end the last day of a general choose-up period. The Company, a minimum of four weeks prior to a general choose-up, must receive the written request.
- G. Any meeting called by the Company will be held during the Union President/Business Agent or his designees working hours without loss of pay, provided there are extra-board operators available to cover his assignment.

SECTION 2: The full time President/Business Agent or members of the Union who are elected to or appointed to any office of the Union, either local or international, which does not permit the member to perform their regularly assigned duties with Escambia County Area Transit, will be granted a leave of absence without pay or benefits to attend to the duties of such office.

- A. Such employee must apply for reinstatement during the term of this Agreement or any renewal, amendment, or extension thereof within 30 days from the date of retirement from such office.
- B. The leave of absence request must be submitted a minimum of seven calendar days prior to the effective date of the leave of absence.
- C. The leave of absence must be for a period of not less than 14 calendar days.
- D. The employee will continue to accrue Company seniority while on a leave of absence for Union reasons listed in this Section.
- E. This Article can be opened upon written request by either party, in the event an Escambia County Area Transit employee becomes a full time President/Business Agent.

SECTION 3: The Union will supply the Company an up-to-date list of those officials to be excused in priority order as it may apply to all Sections of this Article.

ARTICLE 8

LEAVE OF ABSENCE

SECTION 1: Except as hereinafter elsewhere provided leaves of absence for purposes other than those hereinafter set forth may be granted for periods not to exceed 30 days

provided however that the granting of such leaves of absence shall be at the option of the Company and such leaves shall be taken under the provisions of the remaining section of this Article 8.

SECTION 2: Employees on leave of absence from the Company's service shall be furnished a letter covering such leaves of absence. A copy of such letter shall be furnished to the UNION.

SECTION 3: The period of a leave of absence shall not be considered as time worked or as service with the COMPANY within the meaning of any of the provisions of this AGREEMENT. This is to say; the employee on leave of absence retains only his seniority and no benefits such as vacation, insurance, etc.

SECTION 4: Employees applying for reinstatement after a leave of absence of 30 days or more must be able to qualify for the job under the then existing employment standards of the Company and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving, except in the cases where vacancies, new positions or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior employee in such vacancies, new positions or changes.

SECTION 5: Employees who are on leave of absence will notify officials of the Company in writing or fax of their intentions to resume their regular duties at least 48 hours before they report for their regular assignment.

SECTION 6: Employees may be permitted to be off, provided they request, in writing, and secure, in writing, such permission at least 24 hours prior to the scheduled report time. Such permission, however, shall not be automatic and shall be based on the needs of the Company to provide efficient service. An employee wishing to cancel such a request for excuse may be allowed to work his regular job the day for which the excuse was requested provided such cancellation is requested prior to 12:00 noon the work day before the excuse was scheduled to occur.

Documented emergencies resulting in such request for excuse may be considered when requested less than 24 hours prior to the scheduled report time, but such excuse shall be granted only at the total discretion of the COMPANY.

NOTE: Accrued time to include vacation, in one-week increments, and floating holidays may be used while on LOA at the option of the employee forfeiting the previously chose vacation week from the vacation choose up.

ARTICLE 9
MILITARY/POLITICAL LEAVE OF ABSENCE

SECTION 1: Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

SECTION 2: An employee may be granted leave of absence once he has been elected to a political office. Such leave of absence shall be subject to the provision in Article 8, except having to reapply every thirty (30) days.

ARTICLE 10
JOB POSTINGS AND PROMOTIONS

SECTION 1: Represented employees who accept a promotion or transfer to a non-represented position will forfeit their seniority once the employee has left the non-represented position for 60 days. This will not pertain to employees who are affected by budget cuts or lay off provisions. However, no “bumping” of a bargaining unit employee will be allowed upon return to the bargaining unit.

All postings for promotions, to management positions must state if the position is a regular or temporary position.

A supervisory employee will not be permitted to revert if disciplinary action is pending against him.

SECTION 2: All job positions will be posted in-house for viewing first. The COMPANY agrees to promote the most senior bargaining unit employee by Company seniority who applies for another bargaining unit position and meets the qualifications for the position.

Maintenance employees moving into a higher classification will be on probation for a maximum of 90 days to qualify for that classification. If the employee is not showing progress the COMPANY will provide a copy of the progress report to the Union. Should an employee that is on probation to a higher classification fail to qualify for that higher classification he will be re-classified back to his former position. Only job disqualification will apply to the re-classification to his former position.

ARTICLE 11
PHYSICAL EXAMINATIONS

SECTION 1: Each employee covered by this Agreement agrees to submit to a physical examination not less than once every two years. The Company shall select the examining physician and the cost of such examination shall be borne by the Company. Physical examinations will be given approximately 30 days prior to the expiration of their current DOT physical. It is understood the Company will work with the employee to arrange the

appointment for the physical on the employee's day off or off time. It is understood the Company will pay 1.5 hours straight pay this does not constitute work time.

The Company retains the right to require an employee to submit to such physical examination more often than bi-annually provided the Company has a just cause for deeming such additional examination necessary. The employee will be given in writing; the Company's reason for just cause and the Union shall be copied. Employees will be notified the day prior to his/her physical examination.

SECTION 2: Should such a physical examination indicate the physical unfitness of any employee to perform his duties, such employee shall not be allowed to return to duty unless medically certified as able to again perform his duties. If such examination shows the employee to be physically incapable of performing his duties and said employee is not satisfied, he may at his own expense be examined by a physician of his own choosing.

If the conclusion of the physician of his own choosing and the physician designated by the Company are at variance as to said employee's capability to perform the required work, then in that event, the two physicians shall choose a third physician and the cost of the examination of the third physician shall be divided equally between the Company and the employee, and a majority decision of the three physicians shall be final.

ARTICLE 12

EMPLOYEE AND DEPENDENT TRANSPORTATION

SECTION 1: The Company will issue a transportation dependent/employee pass for each employee, his spouse, and/or dependents up to the age of 18. Dependents who are at least 18 years old, but not older than 24, who are attending school must show verification of enrollment to obtain the annual dependent pass. Any abuse of the privilege will result in a loss of the individual's privileges under this article. The spouse and dependents must renew this pass annually.

Employees and employee's dependents shall keep their pass if they become physically disabled while on duty.

Employees of ECAT will not be required to show identification when boarding the bus as long as their employment status can be verified with operations and/or they can be recognized by the bus operator. All dependents will be required to show current ECAT identification before transportation will be provided.

ARTICLE 13

SAFETY AND TRAINING

SECTION 1: The UNION recognizes that accident/incident prevention work is necessarily incident to the operation of the Company's transportation system and that

programs, safety meetings and general accident/incident prevention work is mutually beneficial both to the Company and to its employees. The UNION, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will take an active part and interest in accident/incident prevention work.

SECTION 2: Employees shall receive actual time but not less than one-hour for each safety meeting they attend, provided they are not already being paid, and attendance at such meetings will be required. Employees required by the Company to attend a safety meeting on their day off shall receive not less than two hours for the day. Employees attending regularly scheduled training and safety meetings will receive pay for such attendance in accordance with overtime provisions specified elsewhere in this agreement. Failure to attend safety meetings shall result in an unexcused absence for the first meeting that is missed, with future failure to attend safety meetings to receive progressive discipline up to and including termination. The notice for the safety meetings will contain an agenda of the topics to be discussed; however, the Company reserves the right to add additional topics. If an employee is on his scheduled day off, vacation, sick leave, union business, excused absence, or is working he will not be required to attend. The Company agrees to notify the president of the Union or his designee of the dates and times of scheduled training.

For mandatory special training the Company will give a minimum of ten (10) days notice to the Union in writing of the dates and times of the meeting. The meetings may be scheduled on an employee's day off, in which case all employees are required to attend. Employees that are excused prior must make up all training.

SECTION 3: The Company recognizes the advantages and importance of training. When classes or special training programs are made available in or out of town such as public relations, maintenance, safety or any other type program for the betterment of employees and Company, attendance at such classes will be paid at the employee's regular rate of pay, with overtime provisions applying if the employee attends such classes or training programs for more than 40 hours during a seven-day period and in full compliance with all provisions of the Fair Labor Standards Act (FLSA). The Company shall designate the employee or employees for such training. The Company, as per Company guidelines, shall pay expenses for travel or materials.

Note: Any training provided by or paid for by the Company whether it's on or off company property, shall be considered a Company event. All rules, policies and guidelines relating to professional behavior and conduct shall apply. Any employee found to be in violation of these rules; policies or guidelines shall be subject to the appropriate progressive discipline.

SECTION 4: In the interest of safety, it is agreed that operators shall not be required to operate a bus that the operator feels is unsafe due to mechanical condition. Such a bus shall be changed-out if deemed unsafe, but the Company retains the right to send qualified maintenance personnel to the bus to determine the safety of said bus. Operators shall act responsibly in stating a bus is unsafe to operate and shall not make false reports concerning it.

SECTION 5: ACCIDENT/INCIDENT REVIEW BOARD PROCEDURES:

- A. All accidents/incidents shall be determined by the employee's Department Head, as either preventable or non-preventable. A preventable accident/incident shall be defined as: "A preventable accident/incident is one in which the driver failed to do everything he reasonably could have done to prevent it."
- B. If an accident/incident is determined preventable by the employee's Department Head, the employee may submit a written request to appeal the decision to the Accident/Incident Review Board. Such written request must be submitted within ten days, excluding Saturdays, Sundays and holidays, after the accident has been determined preventable.
- C. If the decision of the Accident/Incident Review Board is to reverse the Company's determination of preventability and reclassifies the accident/incident as non-preventable; all employee records will be changed to reflect that decision. If any suspension was imposed as a result of the preventable determination, payment will be made for time lost.
- D. If the decision of the Accident/Incident Review Board is to uphold the Company's determination of preventability; no further action is to be taken unless suspension or termination has been imposed due to the preventable determination. In such a case, the employee has the recourse of grievance procedures as described in the LABOR AGREEMENT.
- E. The Accident/Incident Review Board will consist of three people: a designated official of the Company, a designated representative of ATU Local 1395 and a designated representative from the Florida State Troopers Office. If for some reason FHP cannot provide a representative from their office then a third designated representative will come from the Escambia County Sheriff's Office.

SECTION 6: The Company will train all operators on any new equipment used in the operation of the bus, such as kneel system, electronic destination sign, wheelchair lift, etc.

SECTION 7: All accidents/incidents, however slight, caused by or occurring on or near a motor bus, including any unusual occurrence such as a disturbance by passengers, ejections, etc., all accidents/incidents, however slight, connected with the operation of the maintenance department of the Company, and all accidents/incidents resulting in injury to any employee shall be fully, properly and completely reported by the employee or employees involved upon report forms provided by the Company. Such reports shall be prepared in conference with the Company's rules and shall be delivered to the Company by the end of the employee's scheduled work shift the day the occurrence took place.

Mirrors or clearance lights broken where there is no damage from contact with any object shall be reported as above, as unusual occurrences, and are not subject to discipline. Employees will be paid 30 minutes of pay for making out an accident/incident report. A Supervisor will authorize additional paid time. Amendments will be accepted no later

than the end of the following workday. Unusual circumstances will be considered in extending this time.

SECTION 8: Employees will receive compensation in accordance with overtime provisions elsewhere specified in this AGREEMENT for time spent in giving additional information or making reports after the first report of accident/incident.

ARTICLE 14 **PAYDAYS**

SECTION 1: Employees will be paid biweekly on Friday starting at 10:00 am, if possible, for work performed through the previous Saturday. All documentation related to requests for pay during the pay period must be turned in to payroll no later than Monday, 12:00 noon, of the pay week. All documentation submitted after this time will be paid in the following pay cycle. When an observed holiday falls on a Monday, documentation will be required by 8:00 a.m. on Tuesday.

SECTION 2: Pay increases shall be effective at the beginning of the pay period closest to the effective date.

SECTION 3: Employees may elect to use Payroll Direct Deposit for the receipt of payroll for up to (3) three financial Institutions.

SECTION 4: The Company agrees that if an employee provides a receipt showing they paid for their CDL renewal driver's license, the Company will reimburse such expense.

ARTICLE 15 **OVERTIME EMPLOYEES**

SECTION 1: An employee will be eligible for time and one-half his regular straight time hourly rate for all hours worked over eight/ten hours in one day, provided the employee has worked their entire scheduled workweek. When vacation, floating holiday(s), fixed holiday(s) and Union business fall during the regularly scheduled shift, eight/ten holiday hours will be counted towards the 40 hours (Providing compliance with Article 7).

SECTION 2: Employees working on his assigned day off will be paid at time and one-half their straight time hourly rate with a two-hour minimum guarantee for each assignment in accordance with Section 1 of this Article.

SECTION 3: A regular operator required to continue on his regular run due to no relief, will be paid at one and one-half his regular straight time hourly rate for all hours worked over 8/10 hour shift, regardless if 40 hours have been met for the week.

Note: All references to overtime at "time and one-half" will mean straight time rate of pay plus one-half thereof. This meaning applies throughout this Agreement.

ARTICLE 16

JURY PAY

SECTION 1: Any full time employee who is called for jury service in any court shall for each day required to appear will be paid provided, the employee provides proof of the summons no less than seven (7) calendar days in advance. Failure to produce the summons within the time lines as outlined in this article will result in loss of ECAT pay for the first day of jury service.

Employees who are released by the court and have two (2) or more hours remaining in an 8/10 hour (shift) will be required to return to work within two (2) hours of being released from jury duty along with a valid Statement in order to receive paid compensation. Any employee who fails to return to work will only receive hourly pay for actual time at Jury Duty.

An extra-board operator, while serving on jury duty, will be considered available for work under the terms of Section 1, Paragraph 2 of this Article.

SECTION 2: Any employee whose work shift begins after 8:00 p.m. on the day prior to reporting for jury service, may request to leave work up to two hours early with pay in order to make the report for jury service on time.

SECTION 3: Employees must provide the Company a copy of jury duty summons prior to reporting for jury service, and a valid Statement of Jury Service Time when the employee returns to his/her regular work shift. All documentation must be submitted as required in Article 14, Section 1 of this agreement.

SECTION 4: Part time operators who perform jury service will not suffer a loss of guarantee for service. However, the operator must be compliant with the rules and conditions contained in this Article.

SECTION 5: Trolley operators shall be subject to the same terms of this Article as the full time employees.

ARTICLE 17

BEREAVEMENT

SECTION 1: Any full time employee shall be granted three consecutive days off with pay (Part time operators shall be granted one (1) day with pay for the day of the funeral) when a death occurs in employee's current immediate family. Immediate family shall be defined as employee's spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, grandparents, grandchild, mother, father and as the mother, father, brother, sister, grandparents of the employee's spouse.

If it is necessary to travel more than 300 miles one way, an additional day will be granted with pay, provided it is requested in advance and proof of such travel is furnished to the Company.

An employee shall be granted one day off with pay when a death occurs in employee's extended family. Extended family shall be defined as employee's brother-in-law, and sister-in-law, stepparent, stepbrother, and stepsister, aunt, uncle, niece, nephew, and legal foster child. An employee shall also be granted one day off with pay and considered excused for aunt, uncle, niece, and nephew of the employee's spouse

If it is necessary to travel more than 300 miles one way, an additional day will be granted with pay, provided it is requested in advance and proof of such travel is furnished to the Company. An additional day for travel will be granted without pay as long as the time off is requested in advance and proof of such travel is furnished to the Company prior to the time off commencing.

Sick Leave cannot be used in conjunction with Bereavement. However, should additional time be needed, please see Article 8 Leave of Absence of this agreement.

SECTION 2: Employees requesting pay for bereavement must show written proof of eligible family member's death before being granted pay. All documentation must be submitted to payroll no later than Monday, 12:00 noon, of the pay week. When an observed holiday falls on a Monday, documentation will be required by 8:00 a.m. on Tuesday. All documentation submitted after this time will be paid in the following pay cycle.

SECTION 3: Employees will be required to provide a signed bereavement form (to be completed by the funeral home and a copy of the program obituary. The bereavement form is to be supplied by the Company.

SECTION 4: Trolley operators shall be subject to the same terms of this Article as the full time employees.

ARTICLE 18 **VACATIONS**

SECTION 1: All full time employees in the bargaining unit covered by this AGREEMENT who are in the continuous service of the Company, shall, after the first and each succeeding "Anniversary Date" of their employment thereafter, be granted a vacation of continuous days in accordance with the schedule of vacations and the eligibility provisions of this Article, or at his/her election may split his/her vacation.

SCHEDULE OF VACATIONS

LENGTH OF CONTINUOUS SERVICE **WEEKS VACATION**

1 year.....	1 week
2 years.....	2 weeks
6 years.....	3 weeks
12 years.....	4 weeks

20 years.....	5 weeks
30 years.....	6 weeks

Note: No employee may qualify for the 6th week of vacation until 2010

In this section, it is intended and agreed between the parties of this Agreement to establish January 1st of the year succeeding their last “Anniversary Date” of their employment thereafter, be granted a vacation of continuous days in accordance with the schedule of vacations and the eligibility requirements for all employees coming within the scope of this Agreement as follows:

- A. Any employee on the payroll of the Company, shall upon completion of not less than 12 months of continuous and active service with the Company, subject to the eligibility provisions of this Article, be entitled to a prorated vacation allowance and vacation pay from his last “Anniversary Date” to the end of that calendar year in which his last “Anniversary Date” occurred, and thereafter, shall be deemed to have correctly established his eligibility date for all vacation purposes as of January 1st of the year succeeding his last “Anniversary Date.”
- B. Thereafter, such an employee in accordance with the eligibility requirements established in this Article shall, upon completion of 12 months continuous and active service immediately preceding January 1st of each year, be entitled to the vacation allowance and vacation pay as established in the “SCHEDULE OF VACATIONS” of this Article.

SECTION 2: For the purpose of this Section, temporary absence due to lay-off, for lack of work, or for illness or injury which is promptly reported to Management and supported by a doctor’s certification, will not be considered an interruption of an employee’s continuous employment subject to the provisions of this Article.

SECTION 3: Vacations earned in any one year shall be taken the following year provided the employee shall have worked at least 75% of his regularly assigned work during the qualifying year, to include vacation.

Any employee covered by this Agreement who has worked at least 50% but less than 75% of his regularly assigned work shall have his vacation hours and vacation pay prorated accordingly. The first 90 days of an absence due to a work related injury would not count as time lost toward earned vacation purposes.

Note: Approved time off for Union business will be recognized as earned time towards vacation accrual.

SECTION 4: Employees upon retiring shall receive his prorated shares of current year vacation.

SECTION 5:

- A. The vacation pay to be received by employees will be the same pay that they would have received on their regular jobs at straight time during the vacation period.

- B. The vacation pay for extra operators shall be 40 hours per week, for each week of earned vacation.

SECTION 6: Employees who earn a vacation and who are laid off due to lack of work, or resign before receiving a vacation, shall be entitled to applicable pro-rated vacation pay.

SECTION 7: No more than two employees shall be off on vacation in any week. However, should the need arise for more than 104 weeks June, August and September shall be used first. Vacations will be selected on a seniority basis, beginning on November 15th of each year.

SECTION 8: Employees with two to three weeks of vacation may take one week's pay in lieu of one week's vacation. Employees with four or more weeks of vacation may take one or two weeks' pay in lieu of one or two weeks' vacation. Employees must designate pay in lieu of vacation at the time of the annual vacation sign-up.

SECTION 9: Employees will notify the Company of their decision to apply available Vacation Pay in conjunction with qualified FMLA occurrences if they wish to ensure no loss of pay. If Vacation Pay is used in conjunction with FMLA it must be taken in 40-hour increments. Notification to the Company will occur when the employee or their designee contacts management of their intention to be absent.

SECTION 10: Vacation Bump Downs

- A. Any vacation dates that have been vacated since the last general choose up will be posted, once all applicable grievance processes have been exhausted excluding arbitrations.
- B. The bump down will be posted for viewing for one day. On the morning of the second day, the bump down will begin and it will be completed by the evening of the third day.
- C. All operators eligible to participate in the bump down will choose in seniority order. To be eligible to participate in the vacation bump down, the operator must have a minimum of (1) week of vacation time remaining for that year. The first eligible employee to bump must be junior to the slot vacated.
- D. Procedures concerning bump downs will be governed by Article 31: Section 3

SECTION 11: All full time employees to include trolley operators have the option to use one week (5 days) of their accrued vacation to be used as one day floating holidays under the following guidelines:

- a) Employee must have a minimum of 4 weeks of vacation in order to use the option.
- b) Employee must give the Company 2 weeks (10 working days) notice for scheduling purposes.

RTICLE 19 **HOLIDAYS**

SECTION 1: All full time employees coming within the scope of this AGREEMENT shall receive holiday pay for any holiday or the day observed as such, as set forth below in accordance with the provisions of this AGREEMENT:

New Year's Day
ML King Birthday
Memorial Day

Fourth of July
Christmas Day
Veterans' Day

Labor Day
Thanksgiving Day

Modified Holidays – (President's Day, Christmas Eve, New Year's Eve). However, should the County require modified service on a different holiday, the Company will follow the modified schedule provisions of this Article.

Floating Holidays (see below B&C)
Employee's Birthday

- A. Operators must notify the dispatcher no later than three working days prior to the employee's birthday, in writing, as to whether or not the employee wishes to work on his birthday and such decision shall be at the sole discretion of the affected employee.
- B. An employee with less than one year of employment will be eligible for one floating holiday after four months of employment. The employee will be eligible for a second floating holiday after completing eight months of employment or until January 1 of the following year. Thereafter, the employee will be eligible for two floating holidays per calendar year as defined in the labor agreement.
- C. Any employee with a minimum of two years service will receive an additional floating holiday for a total of (3) three maximum.

SECTION 2: Employees required to work on the above-listed fixed holidays shall be paid time and one half the rate of pay for all hours worked in addition to eight hours holiday pay. Employees not working shall be paid their straight time rate of pay for eight hours as holiday pay. The Company shall designate the day to be observed as a holiday when the holiday falls on Sunday.

SECTION 3: All employees become eligible for holiday pay as herein above defined shall work their regularly scheduled shift preceding and after said holiday unless said day is either the employee's regular day off or an approved floating holiday.

SECTION 4: Any employee who is scheduled to work on any of the above-listed holidays and fails to report for work, or otherwise is charged with an unexcused absence, will not be entitled to receive holiday pay.

SECTION 5: The Company will guarantee one floating holiday or birthday (birthday has priority over floating holiday) off each day of the year that is not an observed holiday. When more than one employee's birthday falls on the same day, each employee may be off that day. Employees may change the day to celebrate their birthday to another

workday in the same pay period as their birthday. Birthdays may not be changed to the birthday or pre-selected floating holiday of another employee. The change may be requested by seniority during the vacation choose-up or not later than three calendar days prior to the day requested off to celebrate their birthday.

During the vacation choose-up will be the only time employees may elect to be paid for one or both of their next years floating holidays, which will be paid the first full pay period in January. During the vacation choose-up employees may pre-select one or both of their floating holidays by seniority. Senior employees that do not pre-select their floating holidays may not at a later date displace a junior employee's pre-selected floating holiday. An employee may elect to de-select a pre-selected floating holiday.

Employees that have floating holidays that have been de-selected, not pre-paid or not still pre-selected may submit a request for a floating holiday to the Company in writing at least seven calendar days prior to the desired day off. Date requested in this manner may be a date that has a birthday or pre-selected floating holiday assigned, at the Company's discretion more than one floating holiday or birthday may be approved per day with seniority prevailing, but may not override a birthday or pre-selected floating holiday of another employee. The Company shall give the employee written notice of approval or disapproval three calendar days prior to the requested day off.

At the end of the year any floating holidays that were not taken during the year will be paid to the employee on the first full pay period of January.

SECTION 6: The Company agrees that the Maintenance Department will be closed on the no service holidays as follows:

New Year's Day	ML King Birthday	Christmas Day
Thanksgiving Day	Veterans' Day	

SECTION 7: Employees covered by this Article scheduled to work on Easter Sunday will receive eight hours holiday pay. All other employees will be off as scheduled without pay.

SECTION 8: The Company reserves the right to establish any type of work schedule, including but not limited to a modified schedule, a full schedule, or provide no service at all on any fixed holiday.

ALL Holiday jobs will be selected by seniority (excluding part-time operators). Regular full-time operators will have the following options:

- Option 1: Receive holiday pay and not work
- Option 2: To receive holiday pay and work at overtime rate
- Option 3: To work on the holiday at overtime rate and in lieu of holiday pay, receive a floating holiday. The floating holiday is to be used in accordance with the current provisions of the labor contract.

Upon selection of choosing work, operators must indicate options 1, 2 or 3 as outlined

above.

If any jobs are left open after completing the seniority list, management will assign any remaining jobs to part time operators (mandatory work) by (junior to senior part-time operators).

If additional jobs still remain, the work will be assigned to any extra board operators who has selected not to work on the holiday (junior or senior).

ARTICLE 20 **GROUP HEALTH and WELFARE**

SECTION 1: Full time employees covered by this AGREEMENT shall be entitled to receive Group Health and Welfare Plans, to include, life, accident, short-term disability, dental, vision, and a plan for sickness, and hospitalization. Eligible employees covered by this AGREEMENT shall receive life, accident, and short-term disability at no cost.

Coverage and contributions on dental, vision, sickness, and hospitalization are specifically listed under this Article. The Company and the UNION shall mutually agree upon the Group Health Insurance and Welfare Plans, including coverage and co-payments. Employees may choose not to participate under the Group Health Insurance coverage and/or Welfare Plans.

A. Approximately three months prior to renewal of the Group Health and Welfare Plan, the Company and the UNION will create an Insurance Committee comprised of three members from each group. The Committee, with the assistance of a mutually agreed upon Insurance Broker, will research the renewal of the Group Health and Welfare Plans and recommend the best Plans taking into consideration coverage, co-payments and premium increases. In the event the Committee cannot reach an agreement on a broker, the Company's broker will be utilized.

B. In the event that the premium increase on the Group Health plan is 15% percent or less, the following premium cost sharing will apply:

1. Employee CoverageCompany - 100% of premium increase
2. Dependent Coverage.....Company – 60% of premium increase
Employee - 40% of premium increase

C. In the event that the premium increase is more than 15% percent, and the committee cannot reach an agreement on the recommendation to resolve all/or some of the plan(s) by February 1st, the Company and UNION agree to reopen negotiations for this Article.

D. Monthly contributions to group health plan premiums, as of ratification are:

List current rates as of ratification	EMPLOYEE	Company
Employee	\$9.47	\$875.68

Employee + Spouse	\$397.56	\$2,092.86
Employee + Children	\$397.56	\$1,655.03
Family	\$397.56	\$2,670.81

E. Monthly contributions to the group Dental Plan as of ratification are:

List current rates as of ratification	EMPLOYEE	Company
Employee	\$1.68	\$19.87
Employee with Spouse.....	\$11.00	\$44.86
Employee with Children	\$12.25	\$31.35
Family	\$23.30	\$54.46

F. Monthly contributions to the group Vision Plan as of ratification are:

List current rates as of ratification	EMPLOYEE	Company
Employee	\$0.56	\$6.10
Employee with Spouse.....	\$2.57	\$6.66
Employee with Children	\$2.68	\$7.20
Family	\$5.93	\$9.85

G. The Company will post dates of open enrollment periods for Group Health, Dental, Vision, and Life Insurance a minimum of 45 days prior to the renewals.

SECTION 2: Life Insurance provided for active employees shall be \$25,000. Dependent life insurance shall be available to the employee at his own expense. Weekly Short-Term Disability payments shall be a maximum of \$285 for a maximum period of 13 weeks.

SECTION 3: A \$100,000 felonious assault bond shall cover each Employee(s).

ARTICLE 21 **SICK LEAVE**

SECTION 1: Sick leave is to be earned after completing probationary period. Sick leave shall accumulate at the rate of eight hours per month of service. To be entitled to eight hours of sick leave each month the full time employee must work at least 12 days each month. Time off for union business, vacation, floating holidays, paid holidays, or scheduled day off for a birthday will be counted as accrued time toward sick leave.

SECTION 2: Sick leave benefits shall be payable for one or two consecutive workday absences without documentation in the operations department. Three or more consecutive scheduled workday absences must be supported by an original doctor's certificate (covering all days absent). Doctor's certificates must be signed (no facsimile stamp signatures accepted). The employee must request in writing sick leave benefits. All documentation must be submitted to payroll no later than Monday, 10:00 a.m., of the pay week.

In the following departments: Maintenance, UWF Trolley, and Customer Service sick leave benefits shall be payable for one or two consecutive workday absences without

documentation. Three or more consecutive scheduled workday absences must be supported by an original doctor's certificate (covering all days absent) Doctor's certificates must be signed (no facsimile stamp signatures accepted). The employee must request in writing sick leave benefits. All documentation must be submitted to payroll no later than Monday, 10:00 a.m., of the pay week.

SECTION 3: Insurance short-term disability benefits shall begin on the first full day after all accrued time has been exhausted. The employee must apply and qualify for Short Term Disability in accordance with the terms of the disability insurance policy. Once an employee has qualified for Short Term Disability the Company will apply all available FMLA coverage in conjunction with the short-term leave for a term not to exceed (12) twelve weeks.

Upon being placed on Short Term Disability the Company will notify the employee of the application of FMLA benefits on their behalf. The notice will include a time line indicating the exhaustion of these benefits and the employee's option to return to modified duty once the FMLA coverage expires.

It will be the responsibility of the employee to notify the Company of their intention to utilize their option of modified duty, (2) two-weeks prior to the termination of benefits (If applicable). The employee will be required to provide a doctor's release with any restrictions that may apply prior to the start of modified duty.

Modified duty provided by the Company will not exceed (12) twelve-weeks for any reason. The employee will provide a schedule of all doctor's appointments in advance (or when known). In addition, the employee will provide periodic updates from their physician as to their restrictions after each doctor's visit.

The modified duty provided to the employee will be at the sole discretion of the Company but will be in adherence with the doctor's restrictions (if any). Failure to perform the modified duty provided by the Company will result in the immediate termination of the modified duty offered in this Agreement.

Once the modified duty is refused, terminated or expires it is understood the employee may be subject to release from employment based on the Company's needs at that time. The Union and the employee shall be made aware of any such intention at least (10) ten days prior to any action being taken.

SECTION 4: Operators on sick leave must notify the Company of his intention to resume his regular duties not later than 10:00am on the day before they report for his regular assignment. All doctor's certificate must be submitted to the dispatch office upon returning to work. If the operator calls after 10:00 a.m. but no later than 6pm the day prior to indicate his return to work then the Company will have the option to assign the operator to their regular run or to the bottom of the Extra Board the following day.

However, if the Company places the operator on the Extra Board and the operator does not work, said operator would be entitled to eight / ten hours pay. However, if worked the operator will receive the appropriate pay for the work performed.

If the operator calls after 6:00pm then he will be subject to loss of pay for the following day and the absence will be considered an unexcused absence.

SECTION 5: Employees may use sick leave to cover unpaid days for on-the-job injuries up to the first (5) five-scheduled workdays. Such sick leave benefits will be paid in lieu of, never in addition to, workers compensation benefits.

SECTION 6:

The employee will personally contact the manager on duty any time they will be absent from work. The employee will indicate the nature of the absence and an estimated return date from the occurrence at the time of the call. At that time, the employee, at their discretion, will indicate how they wish to apply accrued time such as Sick Leave, FMLA or a combination of time. The manager will notate the occurrence and take the appropriate action as required.

Example: The employee contacts the manager on duty and indicates they will not be to work for five days. At the time of the call they will indicate if they wish to use sick time or if it is a qualified FMLA event. Or, the employee may indicate the occurrence is to be covered by FMLA time and use a combination of ~~FMLA~~ Vacation and Sick Leave time so as not to incur a loss of pay.

If the employee cannot or is not physically capable of personally contacting a manager on duty they may have a designee contact the Company on their behalf. However, if the employee or the designee, when contacting the Company, does not or cannot indicate how the employees accrued time is to be applied. Then the Company will place the employee on FMLA after (3) three or more consecutive days and will apply sick leave benefits on behalf of the employee (if time is available).

The Company will send a certified letter to the employee indicating how the benefits have been applied on their behalf. The letter will also include the FMLA documents from the department of labor (DOL) website, to include the DOL FAQ sheet on employee/employer rights. The correspondence will also include an over view of all accrued time off and a time line of when those benefits will be exhausted.

The employee will need to contact the Company within (72) seventy-two hours of receipt of the initial letter if they wish to change the way the Company has applied their accrued time. If the employee does not contact the Company within this time frame then the Company's application of accrued time will continue until notified otherwise by the employee or their designee.

If it is a qualified FMLA event and documentation is not currently on file, the employee or designee must submit these documents to the Company as close to the first day of absence as possible. Upon return to work the employee must provide any required documentation to support their absence.

Documentation is required for any employee returning to work from Sick Leave, FMLA or Short Term Disability. If documentation is not provided, the absence will be considered unexcused and the terms for the Attendance Policy (Article 24) of this

Agreement will apply. The initial correspondence from the Company to the employee will be copied to the President /Business Agent of the Union within 72 hours of it being mailed.

NOTE: Both parties of this Agreement, in all respects, intend to comply with the Family Medical Leave Act and all associated regulations, nothing herein is intended nor shall it be construed to violate the Family Medical Leave Act.

ARTICLE 22 **401K FUND**

SECTION 1: Contributions to the 401K fund shall be as follows and shall be based on all pay hours:

The Company will match dollar-for-dollar up 5% of an employee's pay. Employees may contribute to the amount allowable under law. If an employee chooses not to contribute to the 401(k), the Company will contribute 2% of an employee's pay based on actual working hours of the employee from the prior year.

Starting October 1, 2015, The Company will match dollar-for-dollar up 6% of an employee's pay. Employees may contribute to the amount allowable under law. If an employee chooses not to contribute to the 401(k), the Company will contribute 3% of an employee's pay based on actual working hours of the employee from the prior year.

SECTION 2: The ATU National 401(k) plan will be used in this agreement unless agreed to by both parties to change.

ARTICLE 23 **BUS AUDIO/VIDEO SURVEILLANCE**

SECTION 1: The use of Bus Audio/Video Surveillance is subject in all respects to all future and present applicable laws, statues, ordinances, and regulation that pertain to audio/visual surveillance systems.

SECTION 2: Initial system training will be provided to new operators during their bus operator-training period. Refresher training will be provided to all operators on a case-by-case basis. Training will be provided to all operators should there be a change in the system that would effect the operation of the system for the operator.

SECTION 3: SYSTEM OPERATION

A. Pre-trip Inspection:

1. Inspect all camera pods for physical damage and secure mounting.

2. Ensure all camera pod lenses are clear of any obstruction that would prevent the recording of images.
3. Inspect the audio microphone pod for physical damage and secure mounting.
4. Ensure the microphone is clear of any obstruction that would prevent the recording of audio onboard the vehicle.
5. Ensure the door for the digital video recorder (DVR) unit is closed and locked (if not, notify dispatch for further instructions).
NOTE: Do not leave the garage area if door to the digital recorder (DVR) unit is not closed and locked.
6. Ensure the system status light is GREEN (If not green notify dispatch for further instructions).

B. Surveillance System Operation while Vehicle is in Service:

1. The operator will be responsible to monitor the system status light to ensure the system is functioning (should the system status light indicate that the system is not operating notify the dispatcher for further instructions).
2. When checking the vehicle for items left by passengers check the camera pod lenses for obstructions that would prevent the recording of images.
3. In the event of a collision the system will automatically tag the event.
4. In the event of a disturbance on the vehicle the operator should press the surveillance system panic button to tag the event and notify the dispatch office.

SECTION 4: Recorded Audio/Video Surveillance Data Uses:

- A. The primary purpose of having an audio/video surveillance system on the busses is operator and passenger security. Pictures from recorded data may be posted on bulletin boards for training and awareness of all operators (pictures may not include the image of the operator involved in the incident).

B. Accident Investigations:

1. Recorded data may be reviewed to gather facts to assist in determining if the accident is preventable or non-preventable.
2. Recorded data may be utilized in legal proceedings as evidence.
3. Recorded data may be utilized to assist in identifying a vehicle in a hit and run type of accident.
4. Should inappropriate behavior on the part of the operator be observed/heard, management reserves the right to discipline the employee in accordance with existing employee rules and regulations.

C. Passenger Accidents/Incidents:

1. Recorded data may be used to identify passengers that were involved in an accident/incident (i.e. assaults, vandalism, harassment, crimes, etc.).
2. Escambia County Area Transit may provide recorded data to our insurance carriers to assist them in fact finding to determine liability.
3. Recorded data may be reviewed to gather facts to assist in determining if a passenger accident/incident was preventable or non-preventable.
4. Recorded data may be reviewed to determine the validity of complaints alleged by passengers against operators.

5. Recorded data may be reviewed to determine the validity of complaints alleged by operators against passengers.
6. Should inappropriate behavior on the part of the operator be observed / heard, management reserves the right to discipline the employee in accordance with existing employee rules and regulations.

D. Complaints:

1. All complaints received will be recorded on the ECAT Record of Complaint form. The employee receiving the complaint will complete the form providing as much information as he can obtain from the complainant. The complaint form should have, if possible, the complainant's name, address, and phone number. Inform the complainant that this information is necessary in order for the ECAT staff to obtain additional information if required by an investigation of anonymous complaints.
2. Appropriate ECAT personnel will review the complaint, and determine if the complaint is of a serious or non-serious nature. After reviewing the complaint, and if it is determined to be a non-serious complaint, the Company will note the complaint as a non-serious complaint. This will not require any further action involving discipline, or reviewing the Audio/Video Surveillance System, however the appropriate supervisory personnel may interview the employee involved to discuss the incident for the purpose of informing the employee of a possible problem area.
3. If the complaint is determined by the Company to be a serious complaint, the Company will thoroughly investigate the incident, and may include the recorded data of the Audio/Video Surveillance System to determine the validity of the complaint alleged against the operators and/or operators against passengers.
4. All complaints must be in writing on the Company "Record of Complaint Form." The name, address and/or phone number of the person with the complaint (if obtainable) will be on the "Record of Complaint Form." The Company will provide the Union with a copy of the complaint upon request.
5. Should the viewing of the recorded data provide clear evidence of no wrong doing on the part of the operator/passenger the complaint will be so annotated and the complaint will not be brought to the attention of the operator / passenger.
6. Should the Company decide that inappropriate behavior on the part of the operator is observed/heard during the review of the recorded data for a complaint investigation, the operator may be subject to progressive discipline. The Union may view the recorded data after complying with the procedures in this agreement for Union viewing of recorded data. The Company will provide the Union with a copy of the involved data on a CD provided by the Union for this purpose.
7. Should inappropriate behavior on the part of the passenger be observed/heard during the review of the recorded data for any complaint, the Company will take appropriate action with the passenger.
8. The Company does not intend to use the Audio/Video Surveillance System as a method of randomly checking operator performance, and will not normally use the system to verify anonymous complaints against an operator, however, the Company reserves the right to use all information obtainable, including the Audio/Video Surveillance System, to investigate any complaint even if anonymous. All complaints, even anonymous complaints, that are determined to be serious enough to affect the safety of passengers and equipment, or could result

in legal action against ECAT, could result in progressive discipline. The Company agrees that if an anonymous complaint results in a review of the Audio/Video Surveillance System, the Audio/Video information must show clear evidence of wrong doing by the operator in order for progressive discipline is taken on the operator.

E. Operator Viewing of Recorded Data:

1. Operators may request to view recorded data during the time they were operating a vehicle.
2. A Company representative will assist the operator in viewing the recorded data.
3. ECAT may not permit another operator to view another operator's recorded data even if the operator whose data is viewed gives their permission.
4. Operators must request in writing to view such recorded data not later than five calendar days from the day to be viewed. The request is to be submitted on the Operator Audio/Visual Viewing Request Form.
5. Operators must view the recorded data when it does not interfere with their normal work assignments and they are in a no pay status.

F. Union Viewing of Recorded Data:

1. A Union official may request in writing to view recorded data with the written permission of the operator of the vehicle on the date and time the data was recorded. The request must be made not later than five calendar days after the day to be viewed, on the Union Audio/Visual Viewing Request Form.
2. A Company representative will assist the Union official in viewing the recorded data.
3. The Union official must view the recorded data when it does not interfere with their normal work assignments and they are in a no pay status.

SECTION 5: All audio/video-recorded data is the sole property of Escambia County Area Transit and may be made available to any insurance Company, law enforcement or judicial system that may have interest in such recorded data.

ARTICLE 24 **ATTENDANCE**

SECTION 1: This policy is subject in all respects to all future and present applicable laws, statues, ordinances and regulations, including the ADA, FMLA and Title VII. Copies of the FMLA notice are available at the ECAT Administrative office or the Union. Notice is posted on a bulletin board in each department.

Full Time employees will not be retained if their overall absenteeism is excessive. In no event will an employee's total number of absences (excluding vacation, holiday, Union business, jury duty, bereavement and birthday) be allowed to exceed a combination of 10 unexcused absences* and/or other absence occurrences not specifically excluded in this policy.

*Unexcused absence occurrences may not exceed six scheduled shifts or jobs as stated in this policy.

All absences are counted on a rolling 12-month period from the date of the absence. In the first week of December 2009 the Company and the Union will meet to discuss the terms for the possible transition from a rolling 12 month period to a fixed 12 month period for purposes of attendance.

SECTION 2: Definitions pertaining to absenteeism:

Excused absence occurrences are:

1. Any absence approved by the Company, provided for in the Labor Agreement or mandated by the law.
2. Hospital confinement, illness or injury (work related or otherwise) supported by a doctor's certificate.
3. Employees with absences of one day will be considered excused. Employees with absences of two or more days will be considered excused with a doctor's certificate (covering all days absent). After the completion of the first year of this Agreement the absences shall be permitted for one or two consecutive workday absences will be considered excused without documentation. Three or more consecutive scheduled workday absences must be supported by an original doctor's certificate (covering all days absent) Doctor's certificates must be signed (no facsimile stamp signatures accepted).
4. Employees shall have the option of calling out of work in increments of 4 (four) hours, up to but not to exceed four times in a rolling 12 month period. The employee must provide at least 24 hour written notice to the Company which must be submitted to the Company for approval, no later than 10:00am the day prior to use. These occurrences shall be considered as partial days used and will subject to the terms and provisions of Article 24: Section 2: Sub-section B of this agreement.
 - A. Unexcused Absence Occurrence: Any scheduled shift or job missed not provided for above is considered an unexcused absence occurrence.
 - B. Absence Occurrence: An absence occurrence is an absence event that occurs and is stopped by the return to work or documentation that indicates you are capable to return to work (i.e. a documented absence due to illness that is a one day or multiple days each of which would be counted as one absence).

In the event of the first two partial day absences in a rolling 12-month period the two partial days will be counted as one absence occurrence. This absence occurrence will drop from the record on the anniversary date of the second partial day absence used to form the absence occurrence. Any subsequent partial day absences during a rolling 12-month period will be counted as an absence occurrence.

- C. Absence Occurrence Trend: An absence occurrence trend is when an absence occurs more than once with like scenarios and or conditions.

SECTION 3: Notification and Discipline:

A. Unexcused Absence Occurrences:

As with any other discipline that is to be administered by the Company, the discipline relating to unexcused absences must follow a progressive disciplinary process as outlined below. The Company must provide a written form of notification (even in the case of verbal warnings) to both the employee and the Union within 24 hours of the time the discipline is administered. The Union shall have the right to grieve any action taken by the Company.

1. First unexcused absence occurrence in any consecutive 12-month period. A disciplinary notice shall be issued to the employee and a copy to the Union.
2. Second unexcused absence occurrence in any consecutive 12-month period. A disciplinary notice shall be issued and a letter warning the employee with a copy to the Union.
3. Third unexcused absence occurrence in any consecutive 12 month period shall result in a conference meeting between a Company representative, the employee and a union representative to review the consequences of the absenteeism record and policy with the employee.
4. Fourth unexcused absence occurrence in any consecutive 12 month period shall result in a warning letter stating that one more unexcused absence occurrences will result in a (1) one-day suspension.
5. Fifth unexcused absence occurrence in any consecutive 12 month period shall result in a (1) one-day suspension and one more unexcused absence occurrence prior to the end of the 12 consecutive month period may result in discharge. A conference meeting between a Company representative, the employee and a union representative to review the consequences of the absenteeism record and policy with the employee.
6. Sixth unexcused absence occurrence in any consecutive 12 month period, shall result in a review for possible discharge. Until the Company makes a final determination the employee will not be suspended from assigned work. It is understood that mitigating and extenuating circumstances will be taken into consideration. However once a determination has been made by the Company that an absence is unexcused the determination will stand unless it is grieved and overturned in the time parameters established in the Labor Agreement Article 5 (Grievance and Grievance Procedures) and 6 (Arbitration and Arbitration Procedures).

B. Excused Absence Occurrences and Unexcused Absence Occurrences:

Effective September 1, 2008 each employee record will reflect a reduction in occurrences by no more than (2) each. The reduction will reflect the next two occurrences that would have dropped from the employees' record. Each employee will be provided an overview of their occurrences at that time and will be required to acknowledge the Company has provided the overview.

*Note: Until September 1, 2008 the attendance policy will reflect a combination of (12) twelve excused/unexcused occurrences as per the 2005-2008 collective bargaining agreement.

1. Seven excused or combination of excused and unexcused absence occurrences in any consecutive 12-month period, the employee shall receive a warning letter.
2. Eight excused or combination of excused and unexcused absence occurrences in any consecutive 12-month period shall result in a conference meeting between a Company representative, the employee and a union representative to review the consequences of the absenteeism record and policy with the employee.
3. Nine excused or combination of excused and unexcused absence occurrences in any consecutive 12- month period shall result in a result in a warning letter stating one more excused or unexcused absence occurrence prior to the end of any consecutive 12 month period may result in discharge. A conference meeting between a company representative, the employee and a union representative to review the consequences of the absenteeism record and policy with the employee.
4. Ten excused or combination of excused and unexcused absence occurrences in any consecutive 12-month period shall result in a review for possible discharge. Until the Company makes a final determination the employee will not be suspended from assigned work. It is understood that mitigating and extenuating circumstances will be taken into consideration. However once a determination has been made by the Company that an absence is unexcused the determination will stand unless it is grieved and overturned in the time parameters established in the Labor Agreement Article 5 (Grievance and Grievance Procedures) and 6 (Arbitration and Arbitration Procedures).
5. Once each year employee's attendance records will be reviewed and any employee who has had no sick days, late reports, or excused and unexcused days off without pay will receive \$500.00 of bonus pay in the first pay period of October. The review period will be from October 1 of the previous year to September 30 of the current year of the Agreement.

Note: For the first year of this Agreement a joint decision by the Union and the Company will be made to determine qualification of the attendance bonus.

C. Absence Occurrence Trends:

1. When an occurrence trend is detected documentation shall be issued to the employee and a copy to the Union.
2. Employees that demonstrate unacceptable absences or occurrence trends will be subject to progressive discipline.

SECTION 4: Operators with report times prior to 7:20 am are required to be at their assigned station at their assigned time in person unless the operator calls out at least (1:00) one hour prior to the assigned time. Operators with report times of 7:20 am or later are required to be at their assigned station at their assigned time in person unless the

operator calls out at least (1:30) one and one half hour(s) prior to the assigned time. Operators must make personal contact with operations. No recorded messages will be accepted.

Employees who are late reporting for work must notify dispatch they will be late. The Company will acknowledge the notification and will expect the operator to report within (2) hours of their original report time. Failure to report within (2) hours will result in an “unexcused absence”

The employees’ record will be charged with a “Late Report” or an “Unexcused Absence” if no report is made within (2) two hours of the original report time.

If the “Late” employee arrives within (5) five minutes of the original report time the operator will be permitted to perform his original work.

The Company will prepare to cover the work assignment at the original report time. No earlier than (5) five minutes prior to departure time the Company will assign the work to the first up operator. Once the assignment is made to the first up operator no changes or trades in work assignments will be permitted.

If the “Late” employee does NOT arrive within (5) minutes of the original report time the operator may NOT be permitted to perform his original work. The Company will then have the following options:

- Send the operator home without pay
- Assign the operator to another work assignment. The operator will be paid for work performed and no guarantee will apply.
- Assign the operator to protection of the extra board. The operator will receive a minimum (2) two-hour guarantee or the total work performed.
- When no extra board operators are available and time does not permit the use of an operator on overtime. The Company may allow the operator to perform his original work assignment. However, the union must be notified of the circumstances within 24-hours.

Even if the Company chooses to work the “Late” employee his/her record will still be charged with the infraction.

The penalties for late reports shall be as follows:

1. First and second late report in any 90 consecutive workday period will result in no action.
2. Third late report in any 90 consecutive workday period will result in verbal discipline.
3. Fourth late report in any 90 consecutive workday period will result in written discipline.
4. Fifth late report in any 90 consecutive workday period will result in a one day suspension without pay.

5. Sixth late report in any 90 consecutive workday period will result in a three day suspension without pay.
6. Seventh late report in any 90 consecutive workday period will result in termination.

Late reports are calculated in any 90 consecutive employees scheduled workday period.

Effective September 1, 2008, any employee who feels they have a good attendance record may request the Union, to petition the Company, to have (1) one but not to exceed (2) two of the employees latest occurrences be forgiven from their attendance record.

The Union President / Business agent shall make such request(s) in writing to the ECAT General Manager of the Company. The Company and Union shall meet to conduct a review of the employee's attendance record.

The decision to forgive the attendance occurrences shall be at the discretion of the Company and based on the following criteria:

- Overall joint review of the employee's attendance record
- The employee must have less than 4 occurrences of excused and/or combination of excused & unexcused occurrences to qualify for review.
- The employee can not have had any occurrence within the last (6) six months
- There can be no established pattern of late reports or the misuse of accrued time such as Sick Leave or FMLA in conjunction with days off or holidays.

Once the joint review has been conducted the Company will have (10) ten days to notify the Union and the employee of the General Manager's decision. If approved, a letter will be issued to the employee and the Union indicating the new balance of occurrences. A copy of the letter will be placed in the attendance record, documenting the adjustment, if any.

The new balance will be used going forward when the Company reviews attendance / performance issues in the consideration of applying discipline relating to Article 24.

Note 1: No employee will be eligible to petition to have the Company to forgive any occurrence on Sep 1, 2008. The first available date for petition will be Mar 1, 2009.

Note 2: No employee can use the (2) two occurrences, which will be forgiven on Sep 1 to qualify for attendance bonus for the contract year 2008.

Note 3: An employee may only be eligible to request an occurrence review once in a fiscal year starting October 1st through September 30th.

ARTICLE 25
EMERGENCY WORKING CONDITIONS

At no time shall an operator exceed DOT/FMCS regulations concerning hours of service, except during a declared state of emergency by the Florida Governor or the President of the United States.

During a declared state of emergency, in order to ensure that ECAT is able to provide ALL necessary services:

1. Employees must work their assigned shifts on the days of the (pre) Emergency.
2. Management will post a list requiring employees to choose emergency work assignments by seniority.
3. Management has the right, and the obligation, to fill any remaining work assignment by using employees in inverse seniority.
4. Any employee that refuses any of the above Emergency work Assignments, is subject to immediate discipline up to and including termination.

SECTION 1: If the Company calls buses in from service due to emergency weather conditions, such as hurricanes, full time operators that are affected shall be paid for regular run time for that day.

SECTION 2: When the EOC is enacted and a declared emergency in effect the Union and Company will create a mutually agreed to work schedule. Employees that are on stand-by or required to report to work will receive a guarantee of four hours. Any hours worked above forty hours will be paid at time and one half the rate of pay. Employees that are not on stand-by nor able to report to work will not be eligible for the guarantee pay.

SECTION 3: All emergency working conditions shall not prohibit working assignments to be issued on seniority order, based on employees present at the time of assignment.

SECTION 4: While operating under emergency conditions, Article 25 of this Labor Agreement will supersede the current Labor Agreement until the County has lifted emergency conditions.

See attachment A – Agreement between both parties on procedures and process of emergency working conditions.

PROVISIONS RELATING TO OPERATORS

ARTICLE 26 **SENIORITY OPERATORS**

SECTION 1: The seniority of operators employed after the effective date of this AGREEMENT shall be the date from the hour and day that they first report to an assigned station ready for duty as an operator. This list will be updated and posted twice annually by the COMPANY.

SECTION 2: If two or more employees are hired the same day/date, seniority will be determined in accordance with the flip of a coin.

SECTION 3: A separate seniority list shall be maintained for trolley operators and part time operators.

ARTICLE 27 **REDUCTION IN PERSONNEL/RE-EMPLOYMENT - OPERATIONS**

SECTION 1: When necessary to reduce the regular force of employees, layoffs shall be in the inverse order of company seniority. Employees to be laid off will be given two weeks written notice prior to the lay-off.

SECTION 2: When regular forces of employees are increased former employees of the COMPANY who are laid off in accordance with the provisions of Section 1 of this article shall be offered reemployment in the reverse order in which they were laid off; provided that this AGREEMENT or renewal, amendment or extension thereof, is still in effect. Employees will only be given one opportunity for refusal of reemployment in a position comparable to the one they held at the time of the lay off.

SECTION 3: In the reemployment of persons in accordance with Section 2, the following procedure shall be:

1. The Company will notify each person to be re-employed to report for work by Registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the UNION. By so doing, the COMPANY shall have discharged its notice obligation under this Article. Employees who are laid off must keep the COMPANY and the UNION supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.
2. Persons so notified to report for work must report for work within 14 calendar days after date of mailing of letter or sending of telegram or lose their seniority and reemployment rights hereunder.

SECTION 4: When employees are laid off, they will have the first priority, while on lay-off status, to fill another job opening within the COMPANY, provided such employees

meet the qualifications of the vacant position. If the vacant position requires COMPANY training the employee on lay-off status will be provided the opportunity to take such training, provided he meets the other job qualifications, before an applicant also requiring the COMPANY training is hired from outside the COMPANY.

SECTION 5: When employees change department (example: maintenance to operation) classification seniority shall apply in layoffs.

ARTICLE 28

PART TIME BUS OPERATOR

SECTION 1: The Company may hire part time bus operators in addition to its compliment of full time bus operators. If the number of full time bus operators is reduced for any reason, the most senior, qualified, part time bus operator(s) shall be offered the available full time position(s) in an effort to maintain the existing number of full time positions.

If the number of full time positions is reduced, the lowest senior full time operator shall be offered the number one seniority position of the part time seniority list. It is agreed the number of part time bus operators will not exceed ten (10). Part time bus operators are only to be used per Article 33. All part time bus operators schedule will be scheduled to include working on Saturdays and Sundays.

Part time trolley operators that were hired prior to March 1, 2005 will be considered for promotion to a full time bus operator position using their hire date to determine their seniority.

SECTION 2: Part time bus operators must meet all bus operator position qualifications including a class B CDL with a passenger endorsement and hold a DOT physical card.

SECTION 3: Part time bus operators shall be available to perform extra work during all normal service hours as scheduled.

SECTION 4: Part time bus operators shall bid on part time schedules by seniority.

SECTION 5: Pay for part time bus operators that fill an open full time position shall be calculated by converting actual hours worked into full time years of service.

SECTION 6: Part time bus operators shall be guaranteed a minimum of twenty (20) scheduled working hours per week. The part time bus operator will have scheduled report times for a minimum of three (3) days a week. Any part time operator who fails to be available for work at least three (3) days per week and/or who fails to work the available scheduled hours will lose their weekly guarantee. Attendance problems will be considered a performance issue and addressed on a case-by-case basis.

ARTICLE 29 **PROTECTING TIME**

SECTION 1: All full time and part time operators who are required to report for the purpose of protecting runs, schedules and service shall be paid straight time hourly rate of pay for such protecting time, with a minimum of two hour for each report within a 24 hour period, unless, during such period he received work. In which case, he will be paid protecting time up to the time of such work.

SECTION 2: Operators who accept protecting runs, schedules and services will be required to work any piece of work that may be available that day and/or may become available for that day prior to or during the time he is protecting the board. In the event there is more than one operator protecting the board that day the operator who has the first report will be assigned any open work assignments that were not previously filled as per Article 33 of this Agreement.

Full Time operators may only be excused from completing the above assignments in accordance with reasons established in the Labor Agreement. Any such failure to perform any work assigned above will be documented in accordance with Article 24 of this Agreement.

ARTICLE 30 **TIME ALLOWANCE**

SECTION 1: All operators shall receive a time allowance pay once each day on which they perform pre-trip work as preparatory time for the inspection of equipment, etc. Straight runs shall receive ten minutes. Split runs shall receive ten minutes for the first split and an additional ten minutes for the second split.

SECTION 2: When an Operator is required by the Company to see/meet with a supervisor, the employee will be paid for any time in excess of (5) five minutes. After the completion of the meeting the end time will be noted on an exception form and signed by both the supervisor and employee. A copy will be given to the employee for their records.

ARTICLE 31 **ASSIGNMENT OF RUNS**

SECTION 1: Regularly scheduled weekday, Saturday and Sunday jobs, regular jobs, extra board, and days off shall be chosen based on the full time operator's seniority standing. Ten hour run assignments will include assigned days off but will also be chosen based on seniority standing.

SECTION 2: The President/Business agent or the designee shall have the privilege of examining the jobs and schedules before posting in order to see that such jobs and schedules comply with the terms of this Agreement. A prompt report will be made of any discrepancy found which shall be corrected in accordance with the terms of this Agreement. The President/Business agent or the designee must sign the final document before the document is posted.

SECTION 3:

Definition(s):

- General Choose-Up: A general listing of run assignments that is to be posted no less than (3) three times per year. All operators will have the opportunity to change run assignments based on selections made in seniority standing.
- Special Choose-Up: A special choose-up is defined when regular jobs or seasonal jobs are added, or when a job's compensation time is effected more than plus or minus five minutes or for more than 30 days. When an operator returns from being off work, that operator will be placed on the bottom of the extra board until a special choose-up can be posted.
- Bump Down: A bump down is when a position, run or vacation slot has become vacant and the opportunity exists for junior operators to bid on the position, run or vacancy. Eligible operators to bump start with the operator that is below the operator in seniority that vacated the job.

General choose-ups shall be three times per year and posted for 7 calendar days in advance for viewing. General choose-ups shall go into effect at the beginning of the first day pay period in March, July and October.

Special choose-ups and Bump Downs will be posted for viewing for (1) day prior to selections.

Operators are expected to choose in a timely fashion once the operator above them in seniority has chosen. If an operator is on (Vacation, Sick Leave, FMLA, Floating Holiday, Union Business, Leave of Absence, Bereavement, Jury Duty, Days Off etc.) should leave three (3) choices of a job selection with a union official. If there is not a union official available, your choices should be put into the Union locker. If no choices are left the Union will make one attempt to contact the operator with a phone number provided by dispatch office.

If the Union is unsuccessful in reaching the operator for their selection on the choose-up, the Union will then make the selection for the operator. If the operator is on the property and has been notified that the choose-up is down to them for selection. The operator must make their selection the next time they are in the station. It is understood that if the operator is on a "hot run" or behind schedule causing the operator to arrive late into the station. They will be expected to choose their next time into the station; the Dispatch office will verify this. If an operator is on a run that does not return to the station the operator will be required to leave choices before going on the run.

If an operator is on their break, they are expected to leave three (3) choices of the available jobs left on the choose-up. The Union reserves the right to select for an operator if any of the above has not been adhered to. When an operator gives a verbal (telephone or radio), only a Union official or the Operations Manager may sign off, selecting for that operator.

No operator/employee may take the choose-up out of the driver's lounge or dispatch office. If an operator takes the choose-up out of these areas, the operator forfeits their seniority and the operator will then make their selection after all other operators have chosen.

- A. An operator is on sick leave, ~~or~~ leave of absence, workers compensation and the absence is documented to be more than 30 days including Saturday and Sunday. Eligible operators to bump start with the operator that is below the operator in seniority that had held the job.
- B. A new operator comes out of training as a regular bus operator. Eligible operators to bump, start with the senior operator that is below the operator that is in the current last extra board position.

SECTION 6: Full Time operators have a right to request a bus at each choose-up, however, the Company has a right to make final decisions to assignment of buses and every reasonable effort will be made to accommodate operators' request.

SECTION 7: Operators may eat on the bus at the end of the line, provided such operators exercise efforts to ensure schedule adherence, and, thereby, prevent inconvenience to passengers. Operators may not eat while the bus is in motion. It is the operator's responsibility to keep the bus clean and ensure all trash has been removed from the driver's compartment. Failure to keep the area clean and clear of trash will be considered a performance issue.

SECTION 8: The Company agrees to notify the Union of any changes that are to be made in routes or time points that will affect the schedule of the routes.

ARTICLE 32

RUNS, DAYS OFF, ETC. - REGULAR OPERATORS

SECTION 1: A regularly assigned run is a day's work selected by an operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other pieces of work shall be classed as extra work.

SECTION 2: Runs temporarily vacated by regular operators for any cause for less than five days (or one work week) may be assigned day by day, runs temporarily vacated by regular operators for any cause for more than five days (or one work week) shall be assigned to extra board operators or regular operators that have signed up to perform extra work by seniority in accordance with Article 33.

SECTION 3: Operators high enough on the seniority list to get regular runs shall be permitted to pass up their right and take an extra board job if they so desire, but in doing so, they will be classed as extra board operators and entitled only to such privileges as the extra operators on the list receive until the next regular choose-up of runs.

SECTION 4: All operators shall be guaranteed a 40-hour week. If the guarantee is broken (call out, etc.) the operator shall be paid only for time worked.

SECTION 5: Should relief points be established at locations other than "L" Street and Fairfield Drive, the COMPANY shall furnish transportation to and from each relief point.

SECTION 6: Operators that mutually desire to trade off days with another operator whose off day occurs in the same work week may request to trade off days in writing on the form provided by the COMPANY. Operators who work on the same day may trade work shifts. The time that is traded between operators must be hour for hour (8 hour shift for 8 hour shift). The form signed by both operators involved in the trade must be provided to the COMPANY two days prior to the first scheduled off day that is involved in the trade. An operations department supervisor must witness both operator signatures on the form.

The operators will be responsible to perform all requirements of the other operator's regular job for the workdays involved in the off day trade. An operator that has traded off days with another operator may not trade that off day with a third operator. Operators that fail to perform the work required in the trade will be subject to the provisions of this Labor Agreement and the COMPANY's Rules and Policies.

Note 1: Extra board operators are excluded from this section.

ARTICLE 33 **EXTRA WORK**

SECTION 1: The extra board shall be operated on a seniority basis.

SECTION 2: Hold-downs will be posted at the dispatch office by 12:00 noon on ~~Friday~~ Thursday to be viewed by extra board operators and will be bid on based on seniority. So extra board operators can better select upcoming available work. The selections will be posted no later than 12:00 noon on Friday for assignment. It will be the responsibility of the employee to check the board for work assignments.

SECTION 3: Operators shall not be permitted or required to drive more than 12 hours in any one 24-hour period. No operator shall drive after having been on duty for 16 hours in any one 24-hour period, or drive more than 70 hours in any period of seven days. Any operator who has reached the maximum 12 hours driving or 16 hours on duty time shall be required to have a minimum off duty time of eight hours in a 24-hour period.

SECTION 4: Extra board operators shall receive a guarantee of 80 hours for each

biweekly pay period during which they are available for work for a total of ten days. Each day less than ten days in any biweekly pay period an extra board operator is not available for work.

- A. The ten days shall be considered as the days an individual extra board operator is scheduled to work and shall not include his regular days off.
- B. The term “available for work” shall apply only to the ten regularly assigned workdays in each bi-weekly pay period he is scheduled to work. The operator shall be considered as available for work only if he completes all work assigned to him on the assigned workday. Should an operator report late for duty, leave early at his request, etc., the operator will not be considered as available.
- C. All pay hours for the ten regularly scheduled workdays in each bi-weekly pay period, including holiday pay, shall be applied toward the 80-hour guarantee. Hours worked on the extra board operator’s regular day off will not apply toward the guarantee and regular days off will not be considered as one of the ten days required to be eligible for the guarantee.

SECTION 5: Bus operators will drive buses for all causes, except maintenance related occurrences. However, in emergencies or if no operators are available at the time an operator is needed, any qualified management personnel may operate a bus. The Company will make all reasonable efforts to contact an operator.

SECTION 6: When regular operators are required to report to perform extra work assignments, they shall be paid not less than two hours time. When work is performed at the overtime rate of pay, the two hours minimum time will not apply.

SECTION 7: Extra work assignments shall be assigned to extra board operators and regular operators by seniority as follows:

- A. Extra work may not interfere with an operator’s ability to perform his regularly scheduled work for that day or the following workday. At no time shall extra work cause an operator to exceed DOT/FMCS regulations concerning hours of service, except during a declared state of emergency.
- B. Extra work will be assigned by seniority to any extra board operator that can perform the work without incurring overtime, then to any regular operator that can perform the work without incurring overtime. Part time operators may be used ahead of extra board or regular operators when assigning extra work. When assigning part time operators, the extra work must be assigned in seniority order as long as the part time operator has not exceeded 30 hours.
- C. Extra Board operators on their day off (when operator makes themselves available), then to any regular operator on their day off (when operator makes themselves available.)

SECTION 8: All operators (extra board and regular) must sign up on the extra work sign up sheets posted by the Company for each day they are available and desire to work extra

work prior to 10:00 a.m. of the day the sign up sheet is closed. An operations supervisor must initial the operator's signature when it is placed on or requested to be removed from the sign up sheet. No addition or deletions from the extra work sign up sheet will be permitted after the sheet has been closed. Sign up sheets will close and be removed by the dispatcher on the following schedule:

- A. Sign up sheets will be posted no later than 10:00 am on the workday prior. However, the completed work list must be posted by dispatch no later than 2:00 p.m. of the same day.
- B. The sign up sheets will indicate the operator's availability of work as indicated in the following columns:
 - 1. The Columns will be listed as Morning (AM Only), Afternoon & Evening (PM Only), all hours of service, restricted available hours.
 - 2. If no available hours are indicated by the operator they will be assigned any extra work available during the period they signed up for that does not interfere with their ability to perform their regularly scheduled work for that day or the following workday.
- C. Extra work will be assigned by seniority to operators that made themselves available by signing up for extra work on that day's sign up sheet as follows:
 - 1. When ever possible job assignments will not be split up provided there is an operator that have made themselves available who can perform the entire job.

Operators will be assigned to extra work based on the following:

- Part Time Operators with available hours to complete the entire run will be pre-assigned
- Extra Board Operators with available hours to complete the entire run will be assigned from the extra board.
- Regular Operators with available hours to complete the entire run will be assigned from the sign up sheet.

If it has been determined there are no available operators with hours to complete the available work, then work will be offered in the following order:

- Part Time Operators with partial hours available hours will be assigned
- Extra Board Operators with partial hour's available hours will be assigned from the extra board.
- Regular Operators with partial hours available will be assigned from the sign up sheet.

If there is still work available and additional operators are needed the Company will

make an “All Call” to the on duty work force. Operators will be given 10 (ten) minutes to call back and volunteer for available work. The available work will be assigned in seniority order.

After an “All Call” is conducted and should additional work remain, the Company will call operators at home in seniority order. Starting from the most senior operator and working to the least senior operator, until the needed number of operators have been secured.

Operators will not be obligated to work on their day off, however, if an operator agrees to be scheduled they will be required to work that shift.

The Company will give operators a message on the phone number of record if possible with a maximum of a (5) five-minute call back period. After which the Company will move on to the next operator on the seniority list.

If the Company can not secure the number of operators needed to perform the available work then the on duty operators may be required to operate one additional trip on their run prior to being relieved. The Company may, at its discretion, use a member of management to operate the schedule as needed.

ARTICLE 34 **UNIFORMS**

SECTION 1: All operators shall present a neat and clean appearance while on duty and shall wear uniforms of the type outlined in this article.

SECTION 2:

Training Uniform:

Trainees will be required to provide their own clothing for purposes of new hire training. The trainee must supply the following:

- Navy Trousers / Slacks
- Black Belt
- White Dress Shirt (Long or Short Sleeve) with collar
- Black Safety Shoes (Must be non slip and protective toe is recommended)
- Company Issued I.D. Badge (Must be worn at all times) provided by the Company.
- Navy or Black regular length dress socks (Required)

The regular operator’s initial uniform shall consist of:

- (1) One light or heavy windbreaker,
- (1) One Sweater or Heavy Jacket
- (5) Five Shirts Blue work shirts (maximum two summer golf shirts).
- (5) Five pairs of navy trousers, slacks, or skirts to total (5) five
- (2) Two neckties

(1) One standard cap or one baseball cap.

Each of the items listed above will be provided to initial new hires at no cost to the operator provided they complete the training period.

SECTION 3:

Each shirt will have the ECAT logo on the left front side of their shirt, Escambia County logo on the right sleeve and the ATU 1395 logo on the left sleeve. Each operator will have their first initial and last name only, embroidered on the right front side of their shirts. No nicknames will be allowed.

National safety awards may be worn on the front right side of the winter shirt only, it must appear directly above the operator's name.

SECTION 4:

The following are guidelines concerning the standards of uniform articles to be worn during the summer and winter months.

A. Summer Uniform (Effective March 1 through October 31 of each year).

The daily summer uniform standard will consist of the following:

- Navy Trousers, Navy Slacks, Navy Skirts, and Navy Shorts
- Blue golf shirt or regular Blue dress uniform shirt (long or short sleeve acceptable) for Bus Operators or Green golf shirt (short sleeve acceptable) for Trolley Operators. With Navy Shorts must wear short sleeve golf shirt.
- Black Belt
- Black or Navy non slip safety shoes (safety toe is recommended).
- When wearing shorts, must wear black tennis shoes and black ankle/sport socks.
- Black or Navy dress socks
- Baseball Cap (optional)
- White T-Shirt, standard or V-neck (optional) no tank top t-shirts will be allowed.
- Sweater or windbreaker (Optional but name must be embroidered or name tag visible)

B. Winter Uniform (Effective November 1 through last day of February of each year)

The daily winter uniform standard will consist of the following:

- Navy Trousers, Navy Slacks or Skirt
- Winter Blue dress shirt (long or short sleeve acceptable) or long sleeve golf shirt
- Black Belt
- Black or Navy non slip safety shoes (safety toe is recommended)
- Black or Navy dress socks (regular length, no ankle or sport socks.)
- Standard Cap (optional), no base ball caps permitted
- White T-Shirt, standard or V-neck (optional) no tank top t-shirts will be allowed
- Ties –Mandatory with long sleeve shirts, Optional with short sleeve shirts

Uniform standards for both summer and winter uniforms will be mandatory.

C. Additional Uniform Requirements

Uniform Shirts: Shirts must be worn in a professional manner. Shirts may be unbuttoned (No more than 2 to include the collar button)

Dress Shoes: All dress shoes must be solid navy blue/black and safety (non slip) shoes (safety toe is recommended). Two tone shoes or “piping” is not permitted. The company will not be responsible for cost of shoes purchased from an outside vendor.

Belts: Black/Navy Blue belts must be worn with both summer and winter uniforms, no exceptions. The buckles must be plain or ordinary in nature so as not to stand out. Belts may be woven or leather. Buckles ordered from the mutually selected uniform company are allowed.

Undershirts /Undergarments: Standard white T-shirts or white V-neck undershirts are optional. No other colors are permitted. No undergarment shall be visible through the uniform.

Jewelry – Jewelry may be worn with both uniforms provided it meets the following criteria:

- Ear rings are permitted, however, for safety reasons loops can be no larger than 1” in diameter
- No facial piercing of any kind to include nose rings, eyebrow rings, or tongue rings, or chin & lip piercing may be worn on duty
- Union lapel provided from the ATU.

ECAT Ball Caps: Baseball cap itself must be worn in a normal manner with the bill of the cap facing forward. There will be no excessive shaping of the bill.

Facial Hair: Facial hair is permitted providing the operator is well groomed and the facial hair appears well kept.

Hair: Hair must be kept neat and professional in appearance at all times.

Nails: Must be maintained at half-inch or less.

Personal Hygiene: Operators must observe daily hygiene routines, be absent of body odor and present a clean and neat personnel appearance.

Any employee that terminates employment or is terminated by the Company shall return ~~all~~ the last issued uniforms or reimburse the Company.

Any deviation or violation of uniform standards will result in the employee being sent home to change before any work can be performed. This will result in a loss of pay until the operator reports in proper uniform. The company will issue discipline following progressive discipline guidelines.

Both parties shall mutually agree upon designation of a uniform supplier. However, should it be necessary to change providers the Company and the Union will meet to negotiate the change.

SECTION 5: Employees are to wear the regulation uniform when reporting to work. Uniforms are not to be worn as street clothes. Operators may not enter into an establishment whose primary function is to sell alcoholic beverages while in uniform as addressed in the Rules and Policies of Escambia County Area Transit.

SECTION 6: Operators shall have worked at least 75% of his regularly assigned work during the preceding year to qualify for uniform allowance. Employees who have worked at least 50% but less than 75% of his regularly assigned work shall have his uniform allowance prorated accordingly. (Union official business is excluded.

SECTION 7:

The clothing allowance for each operator shall be:

October 1, 2013	\$350.00
October 1, 2014	\$375.00
October 1, 2015	\$400.00

SECTION 8: The Company agrees to provide part time and trolley operators a complete initial uniform.

- (1) One light or heavy windbreaker,
- (3) Three Shirts (two must be winter style)
- (3) Three pairs of navy trousers, slacks, or skirts to total (3) three. Two must be trousers.
- (1) One necktie
- (1) One standard cap or one baseball cap.
- (1) Black Belt
- (1) One Black or Navy non-slip safety shoe/sneaker, no piping.

The clothing allowance for each part time and trolley shall be:

October 1, 2013	\$200.00
October 1, 2014	\$225.00
October 1, 2015	\$250.00

ARTICLE 35
WAGE RATES –OPERATORS

SECTION 1: The straight-time hourly rate of pay for operators shall increase as follows:

October 1, 2013

Driver Top Rate..... \$16.96

Trolley Operators and Part Time Driver Top Rate..... \$12.72

On October 1, 2014, all bargaining unit employees are scheduled for a 3% wage increase, subject to approval by the Escambia County Board of County Commissioners. On October 1, 2015, all bargaining unit employees are scheduled for a 3% wage increase, subject to approval by the Escambia County Board of County Commissioners. If the Board does not approve the wage increases, the Company agrees to meet and discuss the ramification of not having a wage increase. Such discussion will not reopen the contract and the Union shall not have the ability to strike.

B. Progression for operators is as follows:

One to 90 days of employment.....	65% of top rate
91 Days to 24 months of employment.....	75% of top rate
24 to 36 months of employment	85% of top rate
Thereafter:.....	100% of top rate

C. New operators will be trained at minimum wage.

SECTION 2: A Driver Instructor will be paid \$1.50 additional per hour, in addition to his base pay, when used in an instructor capacity, provided the training reports are properly filled out. If the Instructor is removed from their run at the discretion of the Company the Instructor shall incur no loss of pay.

In order to be eligible for a position as Driver Instructor an operator must have at least (5) five years consecutive service, must not have had a preventable accident in the last (12) twelve months and not more than (1) one customer service complaint that have resulted in discipline in the last (12) twelve months. Instructors must maintain a current CDL and current DOT physical. Failure to maintain these qualifications will result in disqualification of Instructor status for no less than (1) one year.

The employee must submit a request to the General Manager of the Company by September 1st of each year in order to be considered for an Instructor position. The General Manager will confer with the Union President prior to appointing the Instructors for the up coming year. Time limits governing the Instructor program will run from October 1st to September 30th of each year.

Instructors may be used for the initial training of new hires, asked to provide training to the current work force or attend training in or out of town. The Company shall pay the operator their daily rate each day of training and for all training and travel related expenses. An Instructor will be periodically required to provide attendance sheets and evaluations of employees on any training they conduct. Evaluations will be based on the skill set of the techniques being taught. The Company may use these evaluations for the identification of training needs for the workforce.

Instructors will have the ability to conduct performance reviews as it pertains to the training they are conducting. Under no circumstances will an Instructor have the ability to recommend or issue discipline in any case. Unless, in the case of safety violations that are so severe they may result in injury to an employee or loss of life. In these cases the Instructor may make a recommendation to the Company and the Union, which must be supported by facts that can be confirmed.

Employee's used as training support that do not qualify as a Driver Instructor will be paid an additional .75 cents to their base pay.

SECTION 3: Part time bus operators shall be paid 75% of the current top full time operator wage.

SECTION 4: UWF Trolley operators will be trained at minimum wage. After completing initial training, UWF operators receive an additional .50 cents per hour until they have completed their first 60 days of employment. After 60 days of employment trolley operators will receive 75% of the top hourly wage for full time bus operators.

ARTICLE 36 **SENIORITY-MAINTENANCE EMPLOYEES**

SECTION 1: Seniority for Maintenance employees shall be from the date and hour the employee reports for duty. If two or more employees are hired the same day/date, seniority will be determined in accordance with the flip of a coin.

SECTION 2: There is only one type of seniority: Company seniority.

ARTICLE 37 **REDUCTION IN PERSONNEL/ RE-EMPLOYMENT - MAINTENANCE**

SECTION 1: When necessary to reduce the regular force in the Maintenance Department, lay-off will be determined by classification and the Company will post a list of classifications needed to fulfill the maintenance workload.

The Company will determine the number in each classification to be laid off and layoffs shall be in the inverse order of seniority. Employees shall not be permitted to bump to a lower classification unless there are no vacancies in the classification in which they are presently working.

The Company shall furnish the Union a list of those employees to be laid off. Employees to be laid off will be given two weeks written notice prior to the lay-off.

SECTION 2: When regular forces of maintenance personnel are increased former employees of the COMPANY who are laid off in accordance with the provisions of Section 1 of this Article shall be offered reemployment in the reverse order in which they were laid off, provided that this Agreement or renewal, amendment or extension thereof, is still in effect. Employees will only be given one opportunity for refusal of reemployment in a position comparable to the one they held at the time of the lay off.

SECTION 3: In the reemployment of persons in accordance with Section 2, next above, the following procedures shall be followed:

- A. The Company will notify each person to be re-employed to report for work by registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Company will have discharged its notice obligations under this Article. Employees who are laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.
- B. Persons so notified to report for work must report for work within 14 calendar days after date of mailing of letter or sending of telegram or lose their seniority and reemployment right hereunder.

SECTION 4: When employees are laid off, they will have the first priority, while on lay-off status, to fill another job opening within the Company, provided such employees meet the qualifications of the vacant position. If the vacant position requires Company training, the employee on lay-off status will be provided the opportunity to take such training, provided he meets the other job qualifications, before an applicant also requiring the Company training is hired from outside the Company.

ARTICLE 38

CLASSIFICATION/JOB DESCRIPTION

SECTION 1: The classifications defined in this section shall pertain to all vehicles and equipment maintained by the transit property.

A. Maintenance Employees:

- 1. **Class - Master Technician:** Master Technicians are defined as a maintenance employee who holds a Master Certification in ASE automotive and medium heavy-duty truck/vehicles or Transit Bus, and who ~~is~~ are qualified to diagnose and repair any and all shop equipment that may be assigned by the Company for repair and service in a reasonable length of time and in a professional manner without aid or supervision; who is thoroughly familiar with the use of repair manuals, parts books and can understand and accomplish all procedures therein; who has the ability to supervise and instruct maintenance employees in the lower classifications; who is not responsible for organizing work shifts, nor the administration of the disciplinary program.
- 2. **Class - Technician III:** Technician III is defined as an employees who has achieved a Master ASE Certification within at least one of the following groups: Medium/Heavy Truck or Transit Bus. Must have minimum 3 years direct

- automotive repair experience (Transit or Heavy Duty preferred). Demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment. Must have an appropriate mechanic's tool set to perform the duties of the classification "Technician III". Must have exceptional skills and must be capable of performing all diagnostic tests and repairs on or to any vehicle assigned by the Company. Such work shall be performed in a highly competent manner and without supervision, and he shall be qualified to accept the responsibility of supervising maintenance employees in a lower classification.
3. Class - Technician II: Technician II is defined as an employees who has a minimum of 2 ASE certifications from any of the following groups: Automotive, Medium/Heavy duty Truck or Transit Bus. One of the four required certifications must be in 608 A/C repairs. Must have a minimum 2 years direct automotive experience (Transit or Heavy Duty preferred). Demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment. Must have an appropriate mechanic's tool set to perform the duties of the classification "Technician II". Must be capable of performing diagnostic tests and any repairs on or to any vehicle assigned to the transit property with little or no supervision.
 4. Class - Technician I: Technician I is defined as an employee who has a minimum of one required certifications in 608 A/C repairs. Must have a minimum 1-year direct automotive experience (Transit or Heavy Duty preferred). Demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment. Must have an appropriate mechanic's tool set to perform the duties of the classification "Technician I". Technician I shall be capable of performing diagnostic tests and any repairs on or to any vehicle assigned to the transit property with little or no supervision.
 5. Class - Technician "P": The "P" Technician is for new hires and this position is considered probationary and subject to the probationary periods in this Agreement. During this time a "P" Technician must demonstrate that he/she is capable of performing the duties that he/she has applied for and, if necessary, acquire the appropriate certifications for the classification that he/she has applied for. "P" Technicians must be able to at a minimum perform the duties of the Technician I position and have the necessary tools for a Technician I position. "P" Technicians will be paid at the same rate as a Technician I.
 6. Fueler: A Fueler employee must be able to assist in the removal or installation of any and all units or the vehicles assigned to the transit property, with supervision, and will be able to service vehicles with no supervision.
 7. Cleaner: Cleaner employees shall clean the interior and exterior of equipment such as service cars, buses, trolleys, cutaways, trucks and vans.

B. Paint and Body Employee:

1. A Paint and Body Employee shall be capable of making all types of paint and body repairs, such as accident repair, painting, riveting, panel replacement or repair, windows and frames, interior repair, seat repair, dash repair, frame repair, etc.

Such employee shall be designated as Paint and Body Employee, "Tech III", "Tech II" or "Tech I" depending on the employee's job knowledge and ability, within the following definitions.

- a. Master Paint & Body Technician Employee: A "Master Paint and Body Technician" is defined as an employee who holds a Master Certification in "Collision Repair & Refinish" and Medium/Heavy Truck or Transit Bus and shall be capable of performing all duties herein defined, including all types of welding, in a highly competent manner and without supervision.
 - b. Tech III Paint and Body Employee: A "Tech III" Paint and Body Employee is defined as an employee who holds a Master Certification in "Collision Repair & Refinish" and holds a certification in 608 A/C repairs and shall be capable of performing all duties herein defined, including all types of welding, in a highly competent manner and without supervision.
 - c. Tech II Paint and Body Employee: A "Tech II" Paint and Body Employee is defined as an employee who holds a minimum of two certifications in "Collision Repair & Refinish" and holds a certification in 608 A/C repairs and shall be capable of performing all duties herein defined, including a basic knowledge of welding, with little or no supervision.
 - d. Tech I Paint and Body Employee: A "Tech I" Paint and Body employee is defined as an employee who holds a minimum of one certification in "Collision Repair & Refinish" and holds a certification in 608 A/C repairs and shall be capable of performing all duties herein defined with supervision as needed.
2. In those cases where no paint and bodywork is needed, any employee classified, as a Paint and Body Employee shall be required to perform other duties related to the Maintenance Department as directed by the Maintenance Manager or his designee.

C. Maintaining Classification and Certification:

1. All Technicians who currently hold no certifications will have a period 18 months from the beginning date of this contract to achieve the certifications required to maintain their current Technician status.
2. After such period of time, any Technician who has not achieved the required certifications to maintain their current Technician status will be reviewed by the Company and will be placed into the appropriate classification. However, no Technician who has gained the classification of Technician 1 shall be dropped any lower than Technician 1.

D. Maintaining Classification and Re-certification:

1. If certifications expire, and are required for an employee's position, the employee must notify the COMPANY before attempts to re-certify. The employee will be grand-fathered for the immediately following two ASE test cycles from the date the employee notifies the COMPANY that his/her certifications have expired before being rolled back to the next lower class position until certifications are renewed.
2. All Maintenance Technicians are required to show proof of all certifications with expiration dates on or before January 1st of each calendar year.
3. Technicians must give at least 24 hours notice of any scheduled test in order to receive Company approval for time off.

SECTION 2: When Management appoints a full time mechanic as a "Leader man", said mechanic will be paid an additional \$1.00 per hour while so appointed. The "Leader man" will be chosen from the most senior Master Technician or Technician III on duty for that shift at that time and it will be voluntary. The Maintenance Manager has the right to disqualify any mechanic from Leader man position in writing.

SECTION 3: If an employee is required to work in a position with a lower wage rate, the employee will be paid the wage rate of his/her regular position. If a Cleaner or Fueler employee is required to work at a higher classification, he/she will be paid at the higher wage rate.

SECTION 4: The Company will prepare a working schedule not less than ~~four~~ three times annually for maintenance employees to pick work schedules in accordance with Company seniority and the number of required classifications as needed and determined by the Company. The Company agrees to meet with the Union two weeks prior to posting and the Union President may sign off on the choose-up. Regular choose-ups shall be posted and the Union furnished a copy five days prior to the choose-up beginning. The regular choose-up should be posted for viewing at least seven working days prior to choosing. Special choose-ups shall be posted and a copy furnished to the Union two days prior to the beginning. Such schedules shall become effective on the beginning of the first pay period after the first of January, May and September and whenever, in the opinion of the Company, changes of requirements or personnel and the like require a new work schedule.

SECTION 5: Two weeks prior to a holiday, when work is scheduled, the Company will post a "Holiday" choose-up. Employees will pick work shift by Company seniority, having an equal number of classifications on each shift whenever possible. In the event more maintenance employees sign to work than are needed, classification seniority order shall prevail for determining which maintenance employees will choose work.

When "on-call" is assigned by the Company, two Technicians will be "On-call" for the entirety of service on the date assigned. "On call" slots will be picked by Company

seniority.

Requirements:

- To carry a company phone on their person during the entire time of service
- No alcohol to be consumed during the entire time of service
- Respond and report to work to clock in within 45 minutes from time of call
- Must wear full ECAT uniform when reporting to work
- All Personal Protection Equipment (PPE) must be used in compliance with all OSHA requirements (PPE will consist of; Steel Toed Boots, Protective Eyewear, High Visibility Vest and Hard Hats)
- Both Technicians that are on call will both report to any “on-call” requests

Employee Compensation:

- Will receive a guarantee of 4 hour “On-call” pay at employee’s regular rate of pay
- Will receive a guarantee of 2 hours when called into work at employees’ overtime rate of pay. This guarantee only applies to the first call in of the day. Any additional “On-call” responses for the day will be paid at the actual time the employee has clocked in and out at the employees overtime rate.
- Employees will receive holiday pay as per the current labor agreement
- Overtime rates in accordance with Article 19 of the current labor agreement

Discipline:

In accordance to the current labor agreement; Article 24, Attendance

SECTION 6: The normal workday in the Maintenance Department shall consist of eight/ten hours. During those eight/ten hours, each maintenance employee shall be entitled to two paid breaks of ten minutes each.

SECTION 7: All maintenance employees shall be entitled to at least two days off each week.

SECTION 8: All technicians shall own a complete set of hand tools required to perform their specific duties and shall keep such tools clean and in proper place at all times. All Technicians will provide the Company an inventory of all personal tools. Employees will also update their personal inventory list each year during the first week in April. The Company will post updated minimum tool requirements and furnish the Union with a copy of the list at least once a year or at the Union’s request.

SECTION 9: All technicians will be trained on tools and equipment used to diagnose and/or repair vehicles.

SECTION 10: To limit the need for special choose-ups, any newly hired employee shall be placed by the Company on the shift(s), most advantageous for a period of not more than 90 days from date of hire.

A. The extra time allotted will primarily be used for much needed training due to the

wide variety of vehicles and equipment.

SECTION 11: All maintenance employees are required to be at their assigned station at their schedules start time unless employee calls out at least 30 minutes prior to the employees scheduled start time. Any call out must be by personal contact with the Maintenance Manager or his designee but such excuse shall not be automatic. No recorded messages will be accepted.

Maintenance employees that mutually desire to trade off days with another maintenance employee in the same classification whose off day occurs in the same work week may request to trade off days in writing on the form provided by the Company. The Maintenance Manager or his designee must approve the trade to ensure there is no adverse effect on the completion of scheduled maintenance that may be involved in the trade. The form signed by both maintenance employees involved in the trade must be provided to the Company by 3:30 p.m. the day prior to the first scheduled off day that is involved in the trade. A maintenance department supervisor must witness both maintenance employees' signatures on the form.

The maintenance employee will be responsible to perform all requirements of the other maintenance employee's regular job for the workdays involved in the off day trade. A maintenance employee that has traded off days with another maintenance employee may not trade that off day with a third maintenance employee. Maintenance employees that fail to perform the work required in the trade will be subject to the provisions of this Labor Agreement and the Company's Rules and Policies.

Maintenance employees on sick leave must notify the Company of his intention to resume his regular duties not later than 12:00 noon on the day before they report for his regular assignment. If not the employee will not be allowed to work that day and will receive no pay. If the employee is off three working days or more the doctor's certificate covering all days missed must be submitted to a maintenance supervisor. If a doctor's certificate is not provided an unexcused absence occurrence will be issued.

ARTICLE 39 **UNIFORMS AND TOOLS**

SECTION 1: The COMPANY agrees to contribute the cost of rental uniforms and one rental jacket for all maintenance employees. The number of uniforms shall not exceed five changes per week. Replacements of lost uniforms are the responsibility of the employee.

SECTION 2: The COMPANY agrees to furnish the first uniform jacket of a style and color prescribed by the COMPANY for each maintenance employee. Thereafter, jackets will be replaced as needed. Replacements of lost uniforms are the responsibility of the employee.

SECTION 3:

All technicians/mechanics having one full year of service with the Company shall be entitled to a \$350 tool/safety shoe allowance for the first six months, and \$350 after the 2nd six months.

Effective on October 1 after ratification, all technicians and mechanics having two full years of service with the Company will be entitled to \$750.00 tool/safety shoe allowance annually. The allowance will increase to \$775 in the second year of the contract and to \$800 in the third year of the contract.

Any tools not on the tool list need to be approved before purchasing. These allowances include all taxes.

B. Utility workers are entitled to a \$150.00 safety shoe allowance, and cleaners are entitled to a \$150.00 shoe allowance once each year for safety shoe allowance and safety shoe allowance shall be paid directly to the tool supplier by the COMPANY. Such allowance may be carried over from the first year of this AGREEMENT to the second year of the AGREEMENT, but may not be carried over beyond the scheduled expiration date of this AGREEMENT.

ARTICLE 40
WAGE RATE PER CLASSIFICATIONS – MAINTENANCE

SECTION 1: The straight-time hourly rate of pay for maintenance employees shall be as follows:

	October 1, 2013
Master Tech.....	\$20.83
Technician III.....	\$19.66
Technician II	\$18.70
Technician I.....	\$17.97
Technician P	\$15.23
Fueler	\$13.82
Cleaner	\$12.64

*See Bus Operator Wage Rate Article for year 2 and 3 increases of this agreement.

A. Progression for Utility/Cleaner positions is as follows:

1st year	80% of top pay
2nd year.....	90% of top pay
Thereafter.....	top pay

SECTION 2: Shift differential for maintenance employees will be paid at 50¢ per hour for hours worked on the second (2nd) shift. Shift differential for maintenance employees will be paid at 75¢ per hour for hours worked on the third (3rd) shift. For purposes of this agreement, the second (2nd) shift shall be defined as all work that begins after 2:00 p.m. For purposes of this agreement, third (3rd) shift shall be defined as any work beginning after 11:00 p.m. and before 5:00 a.m.

ARTICLE 41

MAINTENANCE EDUCATION AND TRAINING

SECTION 1: The COMPANY agrees to recognize the following accredited organization (ASE—Association for Automotive Service Excellence) for the purpose of acknowledging the attainment of certifications by technicians. Safety and Knowledge are the most important aspects of repairing vehicles and or equipment and therefore the Company and Union find it essential to have ASE certified employees.

The Company and the Union's intent are for all mechanics and technicians to receive on the job training and/or study help classes in preparation for exams. The Company will also provide study guides to employees upon written request, with a limit of three days per request. Any employee who is scheduled to work the hours of testing will be allowed to take exams without a loss of pay. Any employee who is off will receive two hours of regular pay per test day and does not count toward employees 40 hours per week as addressed in Article 15.

There are currently four test cycles per year. Areas in "ASE" recognized for bonuses.

ASE Medium-Heavy Truck 8 Certifications
ASE Automotive 8 Certifications
ASE Auto Body 4 Certifications
ASE Transit Bus 7 Certifications

(Maximum certifications for "Technicians": 23 certifications)

(Maximum certifications for "Paint & Body Technician": 12 certifications)

The COMPANY will reimburse the cost of exams for up to two times for the same exam for the life of this contract. A copy of the registration receipt and test results must be submitted within two weeks (10 working days) of taking the computer based ASE tests. When the documents are received they will be submitted to the payroll department for a non-taxable income reimbursement.

It is mandatory that all technicians be required to take at least one ASE test from one of the following groups: Medium/Heavy Truck, or Transit Bus and one other ASE test until maximum certifications are acquired. The technician is required to take the tests as defined above in a minimum of at least two of the four-test cycles. The employee will be required to turn in proof of passing or failing test scores within 2 weeks (10 working days) of taking the computer based test. It is required that the employee register, take and

complete exams and submit results upon receipt. Non-compliance may result in possible disciplinary action.

All technicians will be eligible for the bonus granted under this section based on submittal of proof of certifications. All Maintenance Technicians that are eligible for the ECAT bonus program are required to show proof of all certifications with expiration dates on or before January 1st of each calendar year.

The guidelines for the bonus are listed as follows:

Technicians can earn additional pay by completing ASE testing. For each test that employees successfully complete, they can earn a bonus in addition to their regular pay. The program is designed around the ASE Automotive and Medium/Heavy Truck series. Any employee who takes the Transit Bus tests will be eligible for the incentive premium (bonus). Employees choosing to take the Transit Bus series will substitute bus certifications for Medium/Heavy Truck certifications. The COMPANY will pay for either heavy duty or bus certifications but not both. It will take a combination of heavy duty and bus certifications to achieve master status.

The two test series are classified into primary and secondary test series for the purposes of compensation.

First Master (Primary: Medium Heavy Truck or Transit or combination thereof.)

Second Master (Secondary): Automotive/Light Truck

Paint and Body Technician - First Master (Primary; Collision Repair and Refinish)

Paint and Body Technician – Second Master (Secondary – Medium Heavy Truck or Transit or combination thereof.

All Technicians (excluding Paint and Body) shall receive a \$0.15/hour increase for each ASE test passed and maintained within the Company recognized ASE Certification groupings for First Master (Primary) [Medium/Heavy Truck or Transit]. In addition, Technicians shall receive a \$0.15/hour increase for each Master Certification passed and maintained. Example, if a Technician passes and maintains 4 recognized ASE tests, he shall receive a total increase of \$0.60/hour. Maximum total hourly bonus of \$1.35.

All Paint and Body Employees shall receive a \$0.15/hour increase for each ASE test passed and maintained within the Company recognized ASE Certification groupings for First Master (Primary) [Collision Repair and Refinish]. In addition, Paint and Body Technicians shall receive a \$0.15/hour increase for each Master Certification passed and maintained. Example, if a Body and Paint Technician passes and maintains 4 recognized ASE tests, he shall receive a total increase of \$0.60/hour. Maximum total hourly bonus of \$1.35.

All technicians receiving the highest level of classifications based on ASE certifications may retain the classification for bidding purposes. All technicians who fail to maintain ASE certifications will not continue to receive the hourly bonus as stated above.

ARTICLE 42
CUSTOMER SERVICE ASSOCIATES

SECTION 1:

A. Full-time Customer Service Associate is defined as one that is consistently scheduled to work more than 32 hours in a workweek.

Only the following Articles of the Labor Agreement will apply to full-time Customer Service Associates: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 34(4)(c) and 34(5), 42, 45, 46, 47, 48, 49, 50, 51, 52, and 53.

A. Part-time Customer Service Associate is defined as one that is consistently scheduled to work less than 32 hours in a workweek.

SECTION 2: Top hourly wage rate for Customer Service Associates will be as follows:

B. Full-time Customer Service Associates / Part-time Customer Service Associates:

10/01/13
\$9.25

*See Bus Operator Wage Rate for year 2 and 3 increases of this agreement.

C. Customer Service Associates will be trained at minimum wage.

D. Employees will have an overtime rotation list and receive time and one-half for any work over 40 hours in a week.

SECTION 3: The seniority of Customer Service Associates will be from the date of hire. If two or more employees are hired at the same time, seniority will be determined in accordance with the flip of a coin.

SECTION 4: Employees will have a choose-up by Company seniority three times a year. Choose-ups will be effective at the beginning of the first pay period in February, June, and September. Employees will be able to select jobs developed by the Company that include assigned days off by job number.

SECTION 5: After completion of a vacation choose-up, employees may alter their vacation selection during the time of General Choose-up. In such case, altered vacation selections must be other than those previously selected. No more than one Customer Service Associate will be on vacation in any week. Vacation days may be used in one-day increments.

SECTION 6: Customer Service Associates will present a neat and clean appearance while

on duty and will wear uniforms of the type designated by the Company.

The Company will provide uniforms for Associates. Uniforms will be replaced at the Company's discretion.

All employees, after completing their probationary period, shall be entitled to a Company uniform. An employee that terminates employment or is terminated by the Company during the employee's established probation period shall return all uniforms issued to them or reimburse the Company for the cost of any uniforms that were issued to them.

Employees of the bargaining unit will be permitted to wear the emblem or patch of the Union. The local Union patch will be worn on the left shoulder of the uniform.

Employees are to wear the regulation uniform when reporting to work. Uniforms are not to be worn as street clothes.

SECTION 7: Absent employees must notify their supervisor of his intention to resume his regular duties no later than 12:00 noon of the day prior to reporting for his regular assignment.

SECTION 8: All other prior agreements, understandings, or practices, either oral or written pertaining to Customer Service Associates prior to February 28, 2005 are hereby canceled.

CONCLUDING GENERAL PROVISIONS

ARTICLE 43

TROLLEY OPERATORS

SECTION 1: Only the following Articles of the Agreement will apply to UWF trolley operators: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 26, 27, 29, 30, 34, 43, 45, 46, 47, 48, 49, 50, 51, 52, and 53.

Definitions: Trolley Operator: Part time year round operator who is utilized to operate trolley service at UWF Campus, Downtown Jury Services, or the Santa Rosa Island Authority Beach Services

SECTION 2: New operators will be trained at \$7.00 per hour or minimum wages whichever is greater. After completing training operators will receive an additional .50 cents per hour until they have completed their first 60 days of employment. After 60 days of employment trolley operators will receive 75% of the top hourly wage for bus operators (see Article 35).

SECTION 3: The Company will pay for regular operator's health insurance, including vision, dental, and life as provided for in Article 20, Section 1, except that the Company will not contribute to dependent insurance. A regular operator is defined as one that has

chosen one of the regularly scheduled jobs. Benefits will be maintained during seasonal summer services.

SECTION 4: UWF and the Santa Rosa Island Authority will determine uniform appearance Standards. All Operators will be neat and professional in appearance. These uniforms will be supplied and replaced as needed. The Company will supply the same initial quantities of uniforms for Trolley Operators that it initially supplies for full time regular Operators. Uniform quantities for beach services will be set at 3 shirts per year.

SECTION 5: Trolley Operators will accumulate six hours of sick leave per month.

SECTION 6: The Company will limit the regularly scheduled trolley operator jobs to 39 pay hours per week.

Extra work will be paid at the regular rate of pay unless the total of all work exceeds 40 hours, in which case all hours over 40 will be paid at time and one-half rate for the service rate being performed. Employees will be paid not less than two hours for each report time.

SECTION 7: Three choose-ups per year will be held. Operators will choose according to seniority. Choose-up dates to be in conjunction with the UWF Academic Calendar (to the extent possible).

Two Seasonal Choose up's will be conducted:

- Prior to the UWF summer hiatus / Start of the Beach Service – Approximately May 1st.
- Start of the Fall semester / Termination of the Beach Service – Approximately August 15th.

Trolley Operators will be provided a list of seasonal service schedules for UWF, Beach Trolley Operators, Regular Bus Operators Extra Board positions (no more than two) and Regular Bus Operator Part Time positions they can choose from. Operators who bid onto the extra board will be placed at the bottom of the board, in seniority order, for purposes of assigning hold-downs.

Based on seniority (hire date) each operator may choose any of the positions or may choose not to participate in the choose-up. If they elect not to participate in the Summer Bid they will be furloughed from work for the duration of the summer bid.

At the end of the Summer Bid, Trolley Operators who bid in from the UWF service must return to perform the UWF service via the August bid at a date to be provided annually by UWF Campus.

Note: The summer and fall bids will not be open to regular bus operators.

SECTION 8:

LENGTH OF CONTINUOUS SERVICE

DAYS OF VACATION

1 Year
2 Years

3 days
5 days

3 Years	10 days
10 Years	15 days
15 Years	20 days

Trolley Operators with three days' vacation may schedule a total of five vacation days two of which will be without pay.

SECTION 9: Trolley Operators will receive holiday pay for: Thanksgiving Day, Christmas Day, 4th of July, Martin Luther King Jr. Day and New Year's Day, Labor Day. Effective January 1, 2008 Trolley Operators will receive two Floating Holidays. Pay to be the same pay that the employee would have received on a normal operating day.

SECTION 10: The provisions of Article 22 – 401(k) Plan will apply to Trolley Operators provided the employee has worked over 1,000 hours.

SECTION 11: The seniority of Trolley Operators will date from date of hire. The Company will post this list. If two or more employees are hired the same day/date, seniority will be determined in accordance with the flip of a coin.

SECTION 12: To the maximum extent possible, Trolley Operators will be utilized in providing Monday Jury Shuttle Service and all provisions of this Article shall apply.

SECTION 13: Seasonal new hire Trolley Operators will receive \$7.00 per hour or minimum wage whichever is greater, after completing training. After 30 days of employment. Trolley Operators bidding into seasonal beach service will be considered outside the probationary period for purposes of pay.

Seasonal Trolley Operators who are returning for seasonal service will retain their seniority based on their original hire date for purposes of participating in the Summer Bid. Seasonal Operators will not accrue benefits.

Seasonal Trolley Operators cannot bid on UWF, Extra Board or Part Time positions. Seasonal Trolley Operators will bid after full time Trolley Operators beginning in the summer service of 2009.

Trolley Operators working seasonal beach service will receive an end of season bonus as follows: Beach Trolley Operators that work a minimum of 285 hours during the beach season (weekend prior to Memorial Day weekend through the last weekend of September).

<u>Number of Seasons Completed</u>	<u>End of Season Bonus</u>
End of 3 rd Season	\$50.00
End of 4 th Season	\$75.00
End of 5 th Season	\$100.00
Thereafter	\$150.00

ARTICLE 44 **RETIREMENT**

Transportation Bus Pass:

SECTION 1: A retiring employee and his spouse will retain their ECAT identification for the remainder of their lifetime. A retiree will be considered anyone with a minimum of 20 years completed service and who has retirement paperwork on file with the Company. It is the individual's responsibility to update their identification annually. Expired identification may result in refusal of transportation.

Floating Holidays Payout:

SECTION 2: If an employee gives (1) one-year notice of intent to retire he will be paid for any remaining floating holidays and one additional floating holiday at his retirement date. However, to qualify for the additional floating holiday the operator must not have used any of the previously accrued floating holidays.

Group Health Insurance Reimbursement:

SECTION 3:

Effective on ratification, full time employee(s) with a minimum of 20 continuous years of full time service as a full time employee, and ten years continuous enrollment in the Company Group Health Reimbursement at the time of their 60th birthday, shall qualify for a Group Health Assistance program. Qualified employees desiring to retire at the age of 60 may elect an early-retirement benefit that extends their group health insurance to the age of 65.

Employees will receive reimbursement up to the Article 20 Employee Only Company Contribution (currently \$908.10) to purchase health insurance. To qualify the employee must provide proof of coverage monthly upon request to continue the reimbursement. Failure to provide such documentation will automatically constitute termination of reimbursement with no renewal option.

Employees eligible to participate in the Group Health Assistance Reimbursement program must notify the Company at least one year in advance in order to qualify.

Sick Leave Payout:

SECTION 4:

For employees who provide one year written notice of their intention to retire, with either (30) thirty-years of service, or at age 62 with at least ten years of service:

- 1) Up to 500 hours of accrued sick leave will be paid at 25% of the employee's regular rate at the time of retirement.
- 2) Accrued sick leave of 501 hours to 1,000 hours will be paid at the rate of 50% of the employee's regular rate at the time of retirement.
- 3) Accrued sick leave over 1,000 hours will be paid at the rate of 100% of the employee's regular rate at the time of retirement.

1. In the event an employee meets the above qualifications and is medically certified unable to perform their job description and is unable to provide one year written notice accrued sick leave will be paid as follows:
 - A. Up to 500 hours of accrued sick leave will be paid at 25% of the employee's regular rate at the time of retirement.
 - B. Accrued sick leave of 501 hours to 1,000 hours will be paid at the rate of 75% of the employee's regular rate at the time of retirement.
 - C. Accrued sick leave over 1,000 hours will be paid at the rate of 100% of the employee's regular rate at the time of retirement.

Attendance Bonus Payout:

SECTION 5:

Operators who retire in accordance with Article 24 will receive their attendance bonus provided they qualify and their retirement date is after October 1st.

ARTICLE 45
MEDIA POLICY

Escambia County Area Transit employees shall be prohibited to communicate to the Media (i.e. Newspaper, television, radio, and etc.) while on duty or in a company uniform. The employee's supervisor shall be notified in advance of any plans to correspond with the Media. If an employee is approached by the Media he/she shall not comment and immediately notify management.

The Company understands that the Union officials (to be designated in writing) will be allowed to talk with the Media while in uniform attire, but not on Company time. Any violation of this policy will result in a progressively disciplinary action up to and including termination.

ARTICLE 46
BULLETIN BOARDS

SECTION 1: The Union shall have the right to construct, erect, and maintain three separate bulletin boards on Company's premise to be under the Union's sole control and Union's exclusive use. Such bulletin boards shall be erected and maintained at locations to be mutually agreed upon.

ARTICLE 47 **MANAGEMENT**

SECTION 1: It is not the intention of the Agreement and the same shall not be construed so as to limit in any way the right of the Company to manage and operate its property. Except as specifically limited by this Agreement, the Company expressly reserves itself the management conduct, control and operation of its business, the direction of its working forces, the establishment of rules, instructions, and regulations necessary for the safe, proper and sound conduct of its business, the determination of the number of employees by it and their qualifications, of any position or classifications, the determination of the type, kind, make and size of equipment used by it, the determination of how, when such equipment shall be used, and the decision of other pertinent and related matters. However, the Company will consider the comfort and convenience of its employees in such matters and will give due consideration to suggestions and criticisms as shall be presented to it by the Union.

SECTION 2: Rules and regulations shall not conflict with the labor agreement and further any new rules or regulations or changes of rules and regulations will be discussed with the Union ten days prior to their respective effective date. The Union reserves the right to grieve the implementation of a new rule.

ARTICLE 48 **PRIOR AGREEMENTS**

SECTION 1: This Agreement shall constitute the only Agreement between the parties. All other prior agreements, understandings, or practices, either oral or written are hereby canceled.

No agreements will be made with individuals, which are contrary to this Agreement. All new agreements must be reduced to writing and signed by both parties.

If any provision of this Agreement is held invalid due to existing or future Federal and State Laws or Presidential Executive order, the remainder of the Agreement shall not be affected thereby.

ARTICLE 49 **WAIVERS**

SECTION 1: The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent for any subsequent waiver of any breach or condition.

ARTICLE 50
DURATION OF AGREEMENT

SECTION 1: This Agreement shall be effective from and after ratification through September 30, 2016, upon its due execution by the duly authorized officers and agents of each of the parties hereto and shall remain in full force and effect for the period of the agreement. This Agreement will continue for the same period year-to-year thereafter except that either party electing to terminate same, or desiring to change its terms, give notice in writing to the other party of its election to terminate or change the same.

SECTION 2: In the event either party of this Agreement desires to terminate the same at the end of any contract, written notice of intention to terminate this Agreement must be delivered by such party to the other party at least 60 days before the expiration date of the contract year, and said cancellation shall become effective as to the end of the contract year.

SECTION 3: Either of the parties hereto desiring a change in addition to, or the elimination of any provision of this Agreement shall notify the other party in writing of its desire to negotiate such changes, additions, or eliminations, as may be mutually satisfactory, 60 days prior to the expiration date of this contract and such written notice shall specifically set forth the proposed changes, additions and eliminations to be negotiated.

SECTION 4: If such notice is given by either party to the Agreement, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed changes, additions, and eliminations as the case may be.

SECTION 5: If no Agreement shall have been reached by the parties within 30 days after such notice, the Federal Mediation and Conciliation Service and any State Agency established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute, all as provided in Subsection (d) of SECTION 8 of Labor Management Relations Act, 1947.

SECTION 6: In the event the parties of this contract fails to arrive at an agreement, this agreement shall remain in effect on a day-to-day basis with either party giving the other a ten day notice in writing of their wish to terminate the agreement.

ARTICLE 51
REHIRE POLICY AND GUIDELINES FOR BARGAINING UNIT EMPLOYEES

SECTION 1:

The purpose of this Article is to give guidelines and criteria to the Company for determining if an employee can be considered for re-hire.

A rehire may be effected without selecting an individual from a list and a new probationary period may not be required. It is very important that consistency is maintained in determining a rehire.

The following applies to employees who were separated in good standing only.

1. The following criteria must be met in order to be considered for rehire.
 - a. The education requirement must be the same or sufficiently related to the position the rehire is applying for.
 - b. The experience requirements must be sufficiently related to in type and level of experience required.
 - c. Employment history with ECAT.
2. Give a minimum of (2) week written notice of resignation.
3. Worked all scheduled workdays during the (2) week notice of resignation (no call off of shift)
4. The employee must be in overall good standing for the last (2) years of employment
5. No positive drug or alcohol tests during last (5) five years of employment with ECAT.
6. No ticketed at fault accident within the last (2) years of employment with ECAT.
7. At the time of the written notice of resignation be in a full duty status with no physical restrictions or limitations.

Note: If any employee that is resigning does not meet all of the above guidelines they are to be informed that they are not eligible for rehire.

B. Procedure

1. Analysis will be done of all previous performance evaluations done.
2. The HR employee will be in charge of providing all documentation from personnel files for review to the General Manager.
3. A decision will be made and the union and employee will be notified within 30 days of the decision by mail with a copy of the Addendum A attached.
4. If the employee or the union disagrees with the decision made, it must be made in writing within (5) five days.
5. We will only rehire if there is a position available that the former employee has experience in whether or not it was prior to employment with ECAT.

SECTION 2: Transfers

Any bargaining unit employee who chooses to transfer to another Company Transportation property may maintain their years of service with ECAT no longer than two (2) years after transferring. If the employee chooses to return to ECAT within two (2) years from leaving ECAT and submits an application for employment, then the employee will then be able to bridge their former ECAT years of service upon returning to ECAT. This does not include the service with other Company properties.

Example: Employee leaves ECAT with five (5) years of service to another Company property. The employee then returns within two (2) years. The employee may keep their former five (5) years of service with ECAT for Company seniority purposes only (i.e. Vacation time and lay offs only)

The employee will establish a new date of hire for purposes of schedules, overtime, etc....

Any bargaining unit employee who chooses to transfer to another Company Transportation property and then chooses to return to ECAT after the two (2) year guideline listed above will then lose their former years of service with ECAT.

The Company agrees that any employee who resigns in good standing (minimum of two weeks notice) will or will not be eligible to return to ECAT. The Company agrees to provide employee(s) a copy of the "Analysis of Rehire" form prior to their last day of their resignation.

ARTICLE 52 **CELLULAR PHONE POLICY**

While on duty the use of cellular phone or any other personal communication device is limited as follows:

SECTION 1: The use by an employee of a cellular phone or any other personal communication device while behind the wheel of a transit vehicle, or any other Company motor vehicle is prohibited while the vehicle is not secured. Push to talk communication devices issued by the Company may be used for work related purposes only where authorized by the Company and permitted by law, but must be used in a manner, which would not create an unsafe situation.

Note – Secured definition: Vehicle must be in neutral/park position and emergency brake on.

SECTION 2: If it becomes necessary to use a cellular phone, employees must be at the end of the line/trip (on layover, if applicable) or in a safe location with the bus secure. At no time is it permissible to use a cellular phone if the use will cause the trip to be late at its next scheduled time point.

SECTION 3: The use of a cellular phone or other communication device by an employee while on the shop floor or during work time (unless previously approved) is prohibited, other than a Push to Talk communication device issued by the Company for work related purposes, and only where authorized by the Company and permitted by law.

Federal and State law supersede the above policy.

SECTION 4: Disciplinary Action:

Failure to comply with any portion of this policy may result in disciplinary action as follows:

Violation of Section 2 or Section 3 of this Article:	1 st offense:	3-day suspension
	2 nd offense:	Termination

Violation of Section 1 of this Article:	1 st offense:	Termination
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ARTICLE 53
SUCCESSOR CLAUSE

SECTION 1: This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be modified, altered or changed.

ARTICLE 54
NO STRIKE/NO LOCKOUT

SECTION 1: It is agreed that, during the term of this Agreement, neither the Union nor its officers or members shall instigate, call, sanction, condone or participate in any strike, sit down, stay in, walk out, slow down, stoppage or any curtailment of work, and provided further that there shall be no lockout of employees by the Company

SECTION 2: In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action.

SECTION 3: Any employee or employees found guilty of participating in such actions outlined in Section 1 shall be discharged.

ARTICLE 55
TRANSIT AUTHORITY

First Transit and the Union agree to the following terms if Escambia County Area Transit is absorbed under a Transit Authority:

1. First Transit agrees to accept this labor agreement in its entirety under the newly established Transit Authority.
2. The Union agrees that under the Transit Authority if Florida State Retirement (defined benefit plan) is available to the bargaining unit employees, the Union agrees the Company will cease contributions to the 401(k) program.

SIGNATURE PAGE

In Witness Whereof, the parties hereto have caused this agreement to be executed and signed by the duly authorized officers and representatives this 13th day of November, 2013 and effective October 1, 2013 through September 30, 2016.

FIRST TRANSIT INC. dba Escambia County Area Transit



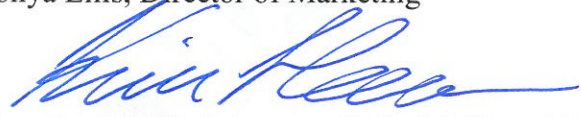
Herold Humphrey, General Manager

11-13-2013
Date



Tonya Ellis, Director of Marketing

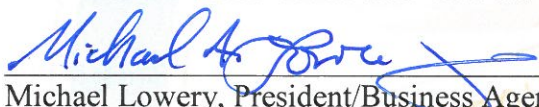
11/13/13
Date



Kim Hansen, Director of Finance

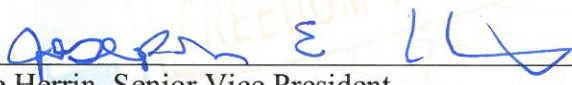
11/13/13
Date

AMALGAMATED TRANSIT UNION Local 1395, AFL-CIO – Pensacola, Florida




Michael Lowery, President/Business Agent

11/13/2013
Date



Joe Herrin, Senior Vice President

11/13/2013
Date



Larry Smith, Financial Secretary/Treasurer

11-13-2013
Date

EMERGENCY WORKING CONDITIONS

ATTACHMENT A

All references to time discussed in this document are estimates and subject to change based on the type of emergency and when it occurs. They are here as guide NOT as a representation of the actual time for any specific event.

1. Foreseeable Event

- A. Employee Informed – Pre Event Emergency – Seventy-two (72) hour lead time.
 - i. Pre-recorded message – which will be updated every 4 hours between 0400 – 2200 hours. A dedicated phone number will be provided for employees only.
 - ii. Dispatchers and/or Supervisors updates will be provided every 4 hours or more frequently if necessary throughout the day by radio transmission and/or posted notices.
 - iii. ECAT website will be updated in regards to emergency service plan for impending emergency.
 - iv. AGM / Operations will send an email and/or text phone message to designated Union representative(s) no less then every 4 hours to inform the Union of changing conditions and emergency plan developments.
- B. EOC Activated (approximately 36 hours from impact)
 - i. At this time all full time employees would transition into the emergency choose-up. When the EOC declares an emergency is eminent ECAT Management and/or the Union representatives will notify all employees that it is time to take appropriate action to secure their home, property and family. Employee dependents will NOT be allowed to shelter at the ECAT facilities.
 - ii. Union representatives will be notified of emergency preparation.
 - iii. The General Manager of ECAT or their designee will determine the report times and staffing level (start of emergency staffing) based on the emergency choose-up and based on EOC requests and emergency conditions.
 - iv. Bus Operators and Maintenance personnel will be assigned as per the emergency choose-up.
- C. Post Event – (12 to 36 hours after event) sustained winds < 35 mph.
 - i. Roads have to be declared “safe” before buses will be needed for transporting passengers to and from shelters.
 - ii. Pre-recorded message will be updated with recovery operations information.
 - iii. Employees will be contacted by the Union liaison and/or GM designee to verify their status and assess their readiness.
 - iv. When “all clear” is issued all required personnel shall return to duty to prepare vehicles for EOC required movements.

II. Unforeseeable Event

- A. During Normal Working Hours
 - a. Utilize Extra Board, Standby Drivers, and other licensed personnel.

- b. Dispatch will use phone tree to notify key management personnel.
 - c. AGM / Operations or designee to notify Union personnel of EOC activation.
 - d. If additional Bus Operators and Maintenance personnel are needed they will be utilized according to the emergency choose-up by seniority.
- B. After Normal Working Hours
 - a. Management will determine the level of emergency and staff according by seniority until normal working hours are established.
- III. Additional Working Condition Information
 - During a prolonged emergency situation, ECAT will provide food for all employees on duty and on location. Food and other resources will not be extended to employees that are not on duty.
 - When necessary, ECAT will provide a shuttle to and from an alternate parking area (Town and Country Plaza) for employee parking.
 - ECAT employees will be responsible for updating and maintain emergency contact information at all times. Emergency contact information will include:
 - a. Primary Home / Cell phone number (mandatory)
 - b. Secondary Phone Number (if applicable)
 - c. Current home address (mandatory)
 - d. Emergency Contact: Name, address, Telephone Number

During the scheduled March General Choose-up the Company will provide the emergency “choose-up” which must be agreed to by the ECAT GM and by the Union President/Business Agent. The emergency choose-up once completed will remain posted in both the operator and maintenance break rooms for viewing throughout the year. The emergency choose-up will consist of three (3) shifts. The emergency choose-up will be selected by seniority.

 - Any employee on scheduled vacation, leave of absence, bereavement, FMLA, Workers Compensation, Short Term Disability, Union Business out of town, etc., will be considered excused from duty.
 - Shifts will be eight (8) hour shifts based on the emergency choose-up.
 - During any hours of operations under a declared state of emergency the maintenance personnel will be given two 15-minute breaks and one 30-minute break each shift as assigned by the manager on duty.- IV Union Liaison under the emergency choose-up:
 - A. During a foreseeable Emergency Event:
 - Two Union Liaisons will be assigned per work shift under the emergency choose-up. The Union President/Business Agent will appoint the Union Liaisons. This will be based on the operation emergency choose-up and not the maintenance emergency choose-up.
 - The Union Liaisons and GM representatives will pair workers into a minimum of two (2) man teams during the emergency working condition.
 - The Union Liaisons will ensure proper order is maintained for assigning of work.
 - The Union Liaisons will communicate any concerns on behalf of the employees under the emergency working conditions to Management.
 - B. During a Non-Foreseeable Emergency Event;
 - Management will determine the proper level of response needed based on information received from the appropriate or requesting emergency response agency.

- At a minimum Management will contact one Union designated representative by seniority from the emergency choose-up to respond.
- GM or designee will notify the Union President that an emergency has been declared and we are activating an emergency response.
- Any additional needed resources will be contacted in accordance with the emergency choose up based on seniority and time of emergency.