

9/11/2016 CART-3

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC)

AND THE

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC (FPBA)

Certification Numbers 1247 and 1248

Escambia County Corrections Department

**Correctional Officers, Correctional Sergeants and Correctional
Lieutenants**

For the Contract Years

September 1, 2016 through September 30, 2018

Date: 9/29/2016 Verified By: *[Signature]*

PREAMBLE

The Escambia County Board of County Commissioners and the Florida Police Benevolent Association affirms their commitment to provide an exemplary law enforcement program for the citizens of Escambia County. Both parties recognize that this goal can best be realized through a relationship of mutual trust and confidence, based upon rational, civil, and open discussion. Both agree that cooperation, not confrontation, is the desirable means for the exploration of opportunities, the resolution of problems, and the amelioration of differences in a law enforcement institution.

In the negotiations between the two parties, the Board of County Commissioners of Escambia County and the Association express their willingness and desire to be guided by these principles and to consider fully and fairly the means advanced by either party which may lead to their implementation. It is the hope of both parties that the relationship between the Board of County Commissioners and the Association may become a model which best serves the legitimate needs and aspirations of the parties and the constituencies they serve.

ARTICLE 1 THE CONTRACTING PARTIES

This Agreement is between the Escambia County Board of County Commissioners (hereinafter called the BCC) and the Florida Police Benevolent Association, Inc., (hereinafter called the PBA) representing the certified officers with the Escambia County Corrections Department (hereinafter called the ECCD) in the PERC Certification numbers 1247 and 1248.

ARTICLE 2 RECOGNITION

The BCC recognizes the PBA as the sole and exclusive bargaining agent for all employees included in the bargaining unit certified in Certification Numbers 1247 and 1248 issued by the Florida Public Employees Relations Commission. The term officer, sworn officer, Correctional Officer, Medical Correctional Officer, Road Correctional Officer, Correctional Sergeant and Correctional Lieutenant as used herein, shall apply only to those employees represented by the PBA, whether member or non-member.

ARTICLE 3 DURATION AND RENEWAL

- A. This Agreement shall be effective when ratified by the PBA and the BCC and shall remain in effect until September 30, 2018 provided that each party shall have the right to negotiate and bargain for renewal or revision of Article 16, Fringe Benefits, Article 21 Salaries; and any two (2) additional articles at the conclusion of each contract year but prior to April 30, 2017. Upon agreement of both parties, additional articles may be opened.
- B. If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

ARTICLE 4 GENERAL PROVISIONS

4.01 Anti-discrimination

- A. The BCC agrees not to discriminate against any certified officer because of race, color, religion, age, handicap, national origin, sex, marital status, or PBA membership or non-membership for any reason prohibited under Florida Statutes or any federal law.
- B. The PBA shall have the right to consult on issues of discrimination or sexual harassment with the BCC or their designee(s).
- C. Any claim of discrimination or sexual harassment by an employee against the BCC, their agents or representatives, except for grievances related to PBA membership, shall only be subject to the methods of review prescribed by law or by rules and regulations having the force and effect of law.
- D. Neither the BCC nor the PBA shall interfere with the right of officers covered by this Agreement to become or refrain from becoming members of the PBA.

4.02 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. The parties will thereafter meet, at the request of either, at reasonable times and places, to negotiate a substitute provision to replace the one nullified.

4.03 Waiver Clause

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

4.04 Accommodation with BCC Rules and Policies

- A. Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the BCC existing rules and policies that impact terms and conditions of employment, and they hereby agree that those rules and policies are to remain in effect until the impact of the changes have been negotiated with the bargaining unit. These negotiations shall not exceed sixty (60) days. In the case of unavoidable conflict between an expressed provision of this Agreement and a BCC rule or policy, the expressed provision of this Agreement shall prevail.

4.05 No-Strike Clause

- A. Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 477.203(6), Florida Statutes.
- B. Any or all officers who violate any provision of the law prohibiting strikes or this clause, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the BCC shall be subject to the grievance procedure established herein, but only on the issue of whether the officer has violated the law prohibiting strikes or of this clause.

ARTICLE 5 ASSOCIATION (PBA) RIGHTS

5.01 Use of Facilities

The BCC agrees that designated representatives of the PBA shall have access to the premises of the BCC which are available to the public. If any area of the BCC premises are restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the officer and will be restricted to matters related to the application of this Agreement. Nothing in this Section shall be interpreted to authorize the performance of PBA business during an officer's work time nor permit the use of BCC facilities for PBA business without the approval of the BCC or designee. Such approval shall not be unreasonably withheld; however, it is not the intent of this provision to permit the PBA to use the BCC facilities to conduct meetings on a regular or continuing basis.

5.02 Representation

From officers in the bargaining unit, the PBA will select a reasonable number of representatives and shall furnish to the BCC and keep up-to-date a list of all officers authorized to act as representatives, as well as staff representatives. The BCC will not recognize any PBA or staff representative whose name does not appear on the appropriate list. In addition, the PBA shall furnish to the BCC and keep up-to-date a list of PBA representatives. Where PBA representation is requested by an officer, the representative shall be a person so selected and designated by the PBA.

5.03 Dues Deduction

- A. During the term of this Agreement, the BCC agrees to deduct PBA membership dues and uniform assessments, if any, in an amount established by the PBA and certified in writing by the President of the Florida PBA or his designee to the BCC from the pay of those officers in the bargaining unit, who individually make such request on a written check-off authorization form provided by the PBA (Appendix A). Such deductions will be made by the BCC when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the PBA that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. Should the Escambia County Clerk of Court's Office alter procedures, requirements, forms, costs relating to the payroll deductions covered by this Article, the BCC shall notify the PBA of the necessary alteration and attempt to reach agreement on implementation of the alterations required. If agreement cannot be reached, then the PBA has the option of complying with the changes or may withdraw from the affected sections of this Article.
- B. In the event that the PBA desires a new or modified dues collection system, the PBA will pay the BCC a one-time fee to cover the actual expense of establishing the new or modified system for dues deduction. It is understood that as long as dues deductions are made under the new or modified system, there will be no operational charges.
- C. The PBA shall advise the BCC of any uniform assessment or increase in dues, in writing, at least thirty (30) days prior to its effective date.

- D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

5.04 Remittance

- A. Deduction of dues shall be remitted exclusively to the President of the Florida Police Benevolent Association or his designee, by the BCC on either a bi-weekly or monthly cycle, along with a list of the officers for whom the remittance is made.
- B. The BCC shall have no responsibility or any liability for any monies once sent to the PBA.

5.05 Insufficient Pay for Deductions

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

5.06 Termination of Deduction

Deductions for PBA dues and uniform assessments, if any, shall continue until either: (1) revoked by the officer by providing the BCC with thirty (30) days written notice that he or she is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment, or (4) the transfer, promotion, or demotion of the officer out of the bargaining unit. If these deductions are continued when any of the above situations occur the PBA shall, upon notice of the error, reimburse the officer for the deductions that were improperly withheld.

5.07 Indemnification

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

5.08 Exceptions

The BCC will not deduct any PBA fines, penalties, or special assessments from the pay of any officer.

5.09 Dues Check-off Authorization

- A. The Dues Check-off Authorization form (Appendix A) supplied by the PBA, shall be the only form used by officers who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the BCC. Any change in this form will not affect deductions authorized on forms previously agreed to by the parties.
- B. The BCC will not be required to process Dues Check-off Authorization forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the BCC more than sixty (60) days following the date of the member's signature.

5.10 Documents

- A. The BCC shall provide the PBA with the following:
 - 1. Information which affects an officer's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement. Inadvertent omission by the BCC to comply with this provision shall be grievable in accordance with the provision of Article 6 of this Agreement, but only through Step 2 of the grievance procedure.

2. A current copy of the BCC rules, regulations and policies which affect the officer's terms and conditions of employment covered by this Agreement. Changes and updates shall be furnished to the PBA as they occur.

B. The BCC shall provide each officer with the following:

1. A copy of the BCC Employees Handbook and access to a copy of any Agency rules, regulations, or policies which affect the officer's salary, benefits, or terms of condition of employment. Changes and updates shall be furnished to the officer as they occur. Officers shall execute a receipt when receiving the above documents which shall be placed in the officer's personnel file.
2. Access to a copy of the Escambia County Human Resources Policies and Procedures Manual.

5.11 Consultation

- A. Upon request by the designated PBA staff representatives or the Department Head over the ECCD, the Department Head or his designated representatives shall meet and consult on a quarterly basis with four (4) PBA representatives. Upon request by the designated PBA representatives or the County Administrator, the County Administrator or designated representatives shall meet and consult on an annual basis with four (4) PBA representatives. Such meetings shall be held at a time and place designated by the Department Head over the Road Prison or his designee for the quarterly meetings, and the County Administrator for the annual meeting.
- B. Upon agreement of both parties, the Step 1 representative shall make a good faith effort to meet and consult with the PBA staff representative and not more than three (3) PBA representatives. Such meeting shall be held at a time and place designated by the BCC representative.
- C. All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any officer participant, such participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall be deemed time worked.
- D. The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement. Such meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. No later than ten (10) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

5.12 Copying and Communication Privileges

- A. Use of the BCC Office photocopying equipment and long distance telephone calls charged to the BCC by the PBA is prohibited unless authorized by the BCC or their representative.
- B. The BCC agrees to furnish wall space not to exceed 24" x 36" for a PBA purchased bulletin board to be mounted in the officer's day room and will be approved by the BCC or designee prior to installation.
- C. The PBA bulletin board shall be used for the following notices:
 1. Recreation and social affairs of the PBA
 2. PBA meetings
 3. PBA elections
 4. Reports of PBA committees

5. PBA benefit programs
 6. Current PBA Contract
 7. Training and educational opportunities
 8. Other materials pertaining to the welfare of PBA members, except that no political information shall be posted that deals with partisan politics or any partisan political race. This limitation specifically includes any reference to political candidates in any local, state, or federal election. However, notices announcing meetings to discuss said subjects may be posted.
- D. Notices posted on the bulletin board shall not contain anything reflecting adversely on the BCC or any officers; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.
 - E. Notices posted must be dated and signed by the PBA's representative.
 - F. A violation of these provisions by a PBA staff representative shall be a basis for removal of offending material from the bulletin board by the BCC, and continued violations will be basis for removal of the bulletin board.
 - G. Only designated PBA representatives may place bulletins, notices, and newsletters in the individual unit departmental mailboxes of officers represented by the PBA. Member of the PBA shall not request the assistance or actions of the BCC office personnel not represented by this Agreement.

5.13 Negotiation and Representation

- A. The PBA agrees that all collective bargaining is to be conducted with the BCC representatives designated for that purpose.
- B. In order to permit the BCC and the PBA to fully implement this Agreement, the BCC shall grant four (4) members of the bargaining unit designated by the PBA release time of up to two (2) working hours per week. During the period of time in which collective bargaining negotiations are occurring, members of the PBA negotiation team shall be allowed up to two (2) hours per week of release time for time for negotiation business. The negotiation team members, which will be limited to five (5), shall be detached from duty during negotiation sessions. Release time and time spent in negotiation sessions shall be deemed time worked.
- C. Officers participating in meetings or special projects established by letters of agreement between the PBA and the BCC shall be allowed up to three (3) hours per week of released time for time spent in such activities.
- D. PBA members receiving released time as stated above shall retain all rights benefits, and privileges accorded all officers.
- E. The investigation, presentation, or processing of a grievance by an employee or employee representative outside of regular working hours shall not be deemed time worked.

5.14 Member Separation

When an officer resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted, or demoted out of the bargaining unit, the BCC shall promptly notify the PBA, giving the officer's name and social security number.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 Definitions

As used in this Article:

- A. "Grievance" shall mean a dispute over the interpretation or application of the Agreement, except as exclusions are noted in this Agreement.
- B. "Days" shall mean calendar days, unless otherwise noted. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.
- C. "PBA" means Florida Police Benevolent Association.
- D. "Member" means a certified officer covered by this agreement, who has completed the probationary period and achieved Regular Full-Time status with the Escambia County Board of County Commissioners (Escambia County Corrections Department).

6.02 Election of Representation.

- A. A member shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he shall be represented by the PBA. When the member has elected representation, the member and the PBA shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the member and the PBA. Any decision mutually agreed to by the BCC and the PBA shall be binding on the member when election of a representative has been made.
- B. If the member is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this procedure. The PBA shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. A member processing an appeal will be bound by the procedure established by the BCC and the PBA.

6.03 Procedure

- A. Member grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of, subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance. Suspensions shall not be imposed until the accused and or his representative is afforded the opportunity of a predetermination hearing with the Director of the Department for the purpose of presenting mitigating circumstances and or facts not in evidence. The employee shall be given a completed copy of the investigative report at the time he/she is presented with the Notice of Pending Disciplinary Action. The employee shall have twenty-four (24) hours, or a reasonable period of time, to schedule a meeting with the Director or at their first availability, whichever is later. A predetermination hearing shall not apply where a suspension is made pending the outcome of a criminal investigation.
- D. Once a grievance is presented, no new violation or issue can be raised arising from the same incident absent new facts indicating a more or less grievous violation.
- E. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the PBA or the BCC in other cases.

- F. If a grievance meeting with management is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at appeal meetings with management outside of the regular working hours shall not be deemed time worked.
- G. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to the grievance at more than one written step:
1. Oral Discussion
 - (a) A member having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the lowest ranking representative who has the authority to adjust the grievance for informal discussion, and the management representative shall make every effort to resolve the grievance promptly and will respond to the member within seven (7) days.
 - (b) If the grievance is not resolved by such informal discussion, the member may, within ten (10) days after the date of that response, submit a formal grievance at Step 1 of this procedure.
 - (c) If the member elects not to utilize the oral discussion provision of this Section, he may file a formal grievance at Step 1, provided such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.
 2. Step 1
 - (a) In filing an appeal at Step 1, the member or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
 - (b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the PBA representative, if any, within ten (10) days following receipt of the grievance form.
 3. Step 2
 - (a) If the grievance is not resolved in Step 1, the member or his designated representative may submit it in writing to the County Administrator or his/her designated representative within ten (10) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. The County Administrator or his/her designated representative may have a meeting with the member, and/or with a representative, at the member's option, to discuss the grievance.
 - (b) The County Administrator or his/her designated representative shall communicate a decision in writing to the member and his representative within ten (10) calendar days following receipt of the written grievance.
 - (c) If the grievance process is to proceed beyond this Step, the employee must decide to pursue Arbitration as described below, or utilize the Merit System Protection Board (MSPB) as the final step. This is an either/or choice made by the employee, or representative. If the MSPB is the elected process, the decision is binding on both parties. No further appeal process is available.

4. Step 3 - Arbitration

- (a) If the grievance is not resolved at Step 2, the representative may appeal in writing to arbitration on a form to be supplied by the BCC within ten (10) days after receipt of the decision at Step 2. If at the initial written step, the PBA refused to represent the member because he was not a dues-paying member of the PBA, the member may appeal to arbitration. Subject to the limitations set forth in this Agreement, if a grievance is not resolved at Step 2, the Association or employee may appeal in writing to arbitration on a form supplied by the BCC within ten (10) days after receipt of the decision at Step 2. Employees covered under the provisions of this Agreement who are not represented by the Association shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement provided however such member proceeding without the assistance of the Association shall be required to post a bond in escrow with the BCC in an amount calculated to cover the cost of arbitration and in no event less than the amount of \$4,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator. At the time the employee determines to appeal his/her disciplinary action, the employee is obligated to elect whether to pursue the appeal through the processes of the MSPB or arbitration under this provision, but not both. The election of a process is binding upon the employee.
- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the PBA, the grievant(s) and the members in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - (1) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues -submitted.
 - (4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.

- (5) The arbitrator shall be without power or authority to make any decisions
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - (b) Limiting or interfering in any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.
- (6) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - (a) No award for back pay shall exceed the amount of pay the member would otherwise have earned at his regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than the time limits permitted for initiation of the grievance.
 - (b) The award shall not exceed the actual loss to the grievant, and will not include punitive damages and will be reduced by the amount of unemployment compensation received by the member during the period of time affected by the award.
- (7) If the arbitrator rules partly for the grievant and partly against the grievant, his or her charges shall be proportionately shared by the grievant and the BCC as determined by the arbitrator; otherwise, the loser shall pay all of the arbitrator's charges. A grievance that is voluntarily withdrawn without resolution after arbitration has been invoked will be deemed to have been lost, unless otherwise agreed upon by both parties.
- (8) The PBA will not be responsible for cost of an arbitration to which it was not a party nor a representative of the grievant.
- (9) Arbitration decisions shall be final and binding if rendered in compliance with this Agreement, subject to either parties right to seek to have the award set aside pursuant to Chapter 682, Florida Statute.

6.04 Time Limits

- A. Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the PBA member to proceed to the next step.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

- D. Claims of either an untimely filing or an untimely appeal shall be made at the step in question.

6.05 Exceptions

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or a member to process a grievance: (1) on behalf of any member without his consent; or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceedings, brought by an individual member or group of members, or by the PBA.

ARTICLE 7

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

7.01 Internal Investigations

- A. The parties recognize that correctional officers occupy a special place in American society. Therefore, it is understood that the BCC has the right to expect that a professional standard of conduct be adhered to by all correctional personnel, regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of correctional officers misconduct, the BCC reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed shall be consistent with the law.
- B. The procedures provided for in this Article shall not apply to criminal investigations. An officer who is about to be interrogated and is the subject of a criminal investigation shall be so advised and given his Miranda Warning prior to the interrogation. The County Administrator or his designee shall be responsible for insuring the interrogation officer(s) are aware of this requirement. Such officer shall enjoy and exercise the rights available to all citizens subject to such investigation without fear of discipline for exercise of such rights.

7.02 Investigative Procedures

- A. If an investigation is initiated by a citizen's complaint taken under oath in accordance with Section 117.10, Florida Statutes, or the BCC against an officer where a formal statement (other than required incident reports, control of person reports, discharge of firearms reports, or any normally required report) is elicited from the officer, the interrogation shall be conducted under the following conditions. For the purpose of this Article, the terms interrogation and interview are interchangeable as they relate to the officer under investigation.
- B. The interrogation shall be conducted at a reasonable hour, preferably while the officer is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If an officer is off-duty at the time of the interrogation, the time shall be considered time worked. If it occurs while on-duty, the immediate supervisor of the officer shall be notified of the interrogation.
- C. If the interrogation is conducted by a BCC employee, it shall take place in an Escambia County building.
- D. The officer shall be informed of the rank, name, and command of the officer-in-charge of the investigation, the interrogating parties, and all persons present during the interrogation. All questions directed at the officer shall be asked by and through one interrogator at any one time.
- E. The officer shall be informed of the nature of the investigation prior to any interrogation and given the names of all known complainants.

- F. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are necessary.
- G. The officer shall not be subjected to abusive or offensive language or threatened with transfer, dismissal, or other disciplinary actions. No promise, reward, or threat of action shall be made as an inducement to answering any questions.
- H. The complete interview including when recesses are taken shall be recorded, and there shall be no unrecorded questions or statements.
- I. The officer shall not be obligated to give a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement, or to resolve a conflict that arises as a result of new information learned subsequent to the initial interview, provided the officer is provided a transcribed version of the initial statement or recording.
- J. If the officer is under arrest or is likely to be arrested as a result of the interrogation, he or she shall be fully informed of his or her legal rights prior to any interrogation.
- K. At the request of the officer, he or she shall have the right to be represented by counsel or any other representative of his or her choice during the entire interrogation. However, such representative may not actively participate in the proceedings but may confer with the officer.
- L. In the event that the officer alleged of wrongdoing may possess short-lived items or substances of evidentiary value, the procedure for obtaining the evidence may be completed without delay, but no statement shall be taken from the officer until he or she has had an opportunity to obtain representation in accordance with Section 7.03(B) below. The taking of body fluids, breath test, or other similar test will be governed by the BCC current policy on drug and alcohol screening, and in accordance with applicable laws.

7.03 Officer Rights

- A. When an allegation is made against an officer, the BCC will make every effort to ensure that the allegation and any statements regarding the allegation are reduced to writing or recorded and signed. The written or recorded allegation shall be known as a complaint. The statement shall be taken under oath. If the allegation is substantive and the complainant refuses to provide a sworn statement, the supervisor receiving the complaint will reduce the allegation to writing and forward it through the chain of command for a determination on a course of action. Should the complainant be truly anonymous the supervisor receiving the complaint shall so attest to that fact in writing, prior to submitting the complaint. Should the allegation be minor, the supervisor receiving the allegation shall reduce it to writing and forward it to the OIC of the officer(s) against whom the allegation is made. The OIC will determine what additional action is necessary. Anonymous allegations and allegations not made under oath shall not lead to corrective action unless clear and convincing evidence is developed as a result of an investigation of the allegations, in which the officer(s) are afforded all existing rights under this Article.
- B. When an officer is to be questioned or interviewed concerning a complaint or allegation, the officer will be informed prior to the interview of the nature of the investigation and whether he or she is the subject of the investigation or a witness in an investigation. When requested, an officer shall be given up to twenty-four (24) hours to contact, consult with, and secure the attendance of a PBA representative at the interview. If he or she is the subject of the investigation, the officer will also be informed of each complaint or allegation made against him or her and be permitted to review all written or recorded statements made by the complaint and witnesses immediately prior to the beginning of the investigative interview. The officer, who is the subject of the investigation, shall not disclose

the contents to anyone other than his or her representative or attorney until the investigation is complete.

- C. The officer shall upon request, receive a copy of his or her written or recorded statement at no cost to the officer. No recording or transcription of that statement will be made without the knowledge of all participants present at the interview.
- D. Upon conclusion of the investigation, the officer who is the subject of an Internal Investigation shall be notified in writing of the full disposition of the case, within a reasonable period of time.
- E. In cases where the BCC determines that (1) an officer's absence from the work location is essential to the investigation and (2) the officer cannot be reassigned to other duties pending completion of the investigation, the officer shall be placed on administrative leave with pay.
- F. Unless required by statute, no officer shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his or her responses during an investigation of a complaint or allegation.
- G. Only sustained findings may be inserted in personnel records. Findings which are not sustained shall not be inserted in permanent personnel records or referred to in performance evaluations. All such findings shall be maintained in the Internal Affairs files of the appropriate division under the name of the complainant.

7.04 Disciplinary Action

- A. An officer who has completed the probationary period and achieved Regular Full-Time status with the Escambia County Board of County Commissioners may be disciplined only for just cause.
- B. If filed within fourteen (14) calendar days from the date of receipt of notice from the BCC by personal delivery or by certified mail return receipt requested, a complaint by an officer with regular status concerning a reduction in base pay, suspension, dismissal, or other disciplinary action may be grieved at Step 2 and appealed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Alternatively arbitration may be appealed in accordance with the rules and regulations of the Escambia County Merit System Protection Board.
- C. An officer who has not completed the probationary period and achieved Regular Full-Time status shall not have access to the grievance procedure in Article 6 when disciplined.
- D. Each officer shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.
- E. An officer may request that a PBA staff or grievance representative be present during any disciplinary investigation meeting in which the officer is being questioned relative to alleged misconduct of the officer, or during a predetermination conference where the officer is present in which suspension or dismissal of the officer is being -considered.

ARTICLE 8 ROLLBACKS, LAYOFFS AND RECALL

8.01 Layoffs and Rollbacks

- A. In the event that the BCC foresees the need for a reduction in force of officers during the term of this Agreement, they shall immediately request in writing, negotiations with the PBA over the impact of such reduction. The parties shall, in these negotiations, consider many

factors, including, but not limited to, natural attrition, voluntary early retirement, order of layoffs, and recall rights.

- B. A rollback is a reduction in rank of members within the BCC, due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the officer.
- C. Rollbacks within the bargaining units subject to this Agreement shall be done on a basis of time in grade within the classification in the affected division (Road Prison, Jail), which shall be determined by the date of most recent promotion/lateral transfer to or date of hire in a permanent position within the bargaining unit. If two officers have identical time in grade, then seniority as defined in Article 12 of this Agreement shall prevail. Rollbacks will be in reverse order of time in grade for the affected rank. Such rollbacks shall occur only after all intermittent, temporary and term employees performing duties of a correction officer of the ECCD have been rolled back or laid off, subject to Paragraph A.
- D. An officer rolled back in rank will be placed in the highest rank his/her time in grade will support. An officer's pay will be reduced by a maximum of ten percent for each rank reduced.
- E. A layoff is a reduction in the number of members within the BCC, due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the officer.
- F. Such layoffs shall occur only after all non-essential members of the affected division have been laid off.
- G. No officer with permanent status in an affected class shall be laid off while an officer on probationary status is serving in that class.

8.02 Recall

- A. Officers shall be recalled from layoff based on their former seniority as defined in Article 12, provided they are currently qualified to perform the work in the job classification to which they are recalled. No new officer shall be hired until the officers on layoff have been given an opportunity to return to work at the officer's original classification.
- B. The BCC shall provide notice of recall by return receipt, certified letter to the separated officer's last known home address. Concurrently, the BCC shall provide the PBA with a list of those officers notified of a possible recall. Bargaining unit members shall be recalled from rollback or layoff in accordance with their seniority in the classification from which they were rolled back or laid off and their pay restored to the amount it would have been if they had not been rolled back or laid off.
- C. The officer shall have thirty (30) calendar days from the date of the returned receipt in which to respond to the recall notice. If written response is not received by the BCC within that time, or if the officer declines the position, the BCC may commence normal recall procedures.
- D. The rank, salary, leave credits, allowable retirement benefits, and years of service to which a recalled officer is entitled shall be the same as if there had been no break in service. The time retrenched shall not be counted as time in service.
- E. After eighteen (18) months of layoff, an officer's re-employment rights under this Agreement shall cease.

ARTICLE 9 CLASSIFICATION REVIEW

Performing Duties in a Higher Classification

- A. Except in case of an emergency, officers shall not be required to perform duties generally performed by a person in a higher paid classification.
- B. When an officer alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the officer and the officer alleges that the duties assigned are not included in the class specifications to which the position is allocated, the officer may request that the BCC or their designee review the duties assigned to the officer's position. The BCC or their designee shall review the duties as requested.

ARTICLE 10 ACTING RANK

10.01 Eligibility

Each time an officer is officially designated by the appropriate supervisor to act in a higher classification than the officer's permanent classification and actually performs said duties for a period of more than eighty consecutive work hours, the officer shall be eligible for a promotional pay increase to the higher classification for those times only that he or she is acting in the higher rank and the pay increase shall be retroactive to the beginning of the eighty hour period. Officer(s) in an acting capacity shall not be removed or rotated for short periods of time in order to avoid payment under this Section.

10.02 Method of Compensation

It is understood by the parties that, insofar as pay is concerned, officers temporarily filling a position in a higher classification shall be paid according to the same compensation method as permanent promotions to that classification as detailed in Article 23.

10.03 Acting Rank Limitations

Except where an incumbent's absence is a result of injury, illness, other approved leave, or an approved leave of absence, acting rank shall be limited to ninety (90) days.

ARTICLE 11 SAFETY

11.01 General Safety Statement

- A. The parties acknowledge that corrections is, by its very nature, a hazardous occupation and officers understand that the nature of the job environment exposes them to hazardous conditions. The BCC will make a reasonable effort to ensure that its equipment, working conditions, and the job environment will not jeopardize the health or safety of officers. Nothing in this Article limits the management rights expressed in Article 20. Officers will make a conscientious effort to maintain a safe working environment.
- B. The BCC will make a reasonable effort to ensure that the equipment it purchases will not jeopardize the health or safety of officers and will be adequately maintained. Within the limitations imposed by the performance of duty, officers will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to insure equipment is inspected and not subject to abuse.
- C. The BCC will continue to make available to all Road Correctional Officers (RCO's) a safety shoe allowance in the same amount and frequency as offered to other employees of the BCC who regularly work in an environment where the BCC safety division has indicated protective footwear is required.

- D. The BCC will conduct a base line hearing survey of all RCO's at the time of employment. The test shall be professionally administered and will include a charted printout of the employee's frequency ranges.

11.02 Vehicle Safety

Vehicles used by officers, whether issued to the officer or not, shall be maintained in safe operating condition as determined by the BCC or their designee based upon current automotive and recognized enforcement industry safety standards. No officer will operate a vehicle requiring a Commercial Driver License without a current, valid license of the appropriate category and with proper endorsements. It is the obligation of the operator of each vehicle to notify his supervisor or other appropriate personnel whenever a condition which the operator regards as an unsafe condition arises with respect to a vehicle.

11.03 Firearms Safety

- A. Due to the fact that all correctional officers may be required to guard and/or escort inmates while armed, officers must qualify at least annually on an approved CJSTC handgun course. Officers must also qualify annually on an approved CJSTC shotgun course.
- B. Temporary assignments - Any member not able to maintain proficiency with their service weapon may be temporarily assigned to duties which do not require firearms until remedial training can be provided. Temporary assignment is highly recommended under these conditions, however, the decision is at the discretion of the BCC or their designee.
- C. While assigned to temporary duty, additional on-duty counseling and training shall be provided. Retesting shall be conducted within a reasonable amount of time.
- D. Exceptions - Members assigned to light duty, medical leave, or disability leave are exempt from the requirement; however, they shall not be allowed to return to full duty until they have met all foregoing requirements.

11.04 Safety Committee

The ECCD Director shall establish a safety committees for each division with each committee comprised of five members of the ECRP and five members of the ECJ. At least one member of the committee shall be a member of each Correctional Officers bargaining unit at each division.. The committee shall hear suggestions, reports, and complaints concerning safety issues. Recommendations of the committee shall be reviewed by the ECCD Director or their designee.

ARTICLE 12 SENIORITY

12.01 Definition

A. Road Prison Division

For the purpose of this Article, "seniority" shall be defined for those officers employed upon ratification, as service as a classified officer employed by the BCC in a job classification of Correctional Officer Trainee, Correctional Officer, Medical Correctional Officer, Road Correctional Officer, Correctional Sergeant or Correctional Lieutenant and having continuous classified service as a Correctional Officer with Escambia County, regardless of appointing authority. Henceforth, seniority will commence with the date of hire as a certified officer within the bargaining unit. Any three (3) day unauthorized absence or thirty (30) day voluntary separation from the BCC shall be considered a break in service. However, the BCC may bridge seniority for absences in excess of the above times as required by law.

B. Jail Division

For the purpose of this Article, "seniority" shall be defined for those officers employed upon ratification, as service as a classified officer employed by the BCC in a job classification of Correctional Officer Trainee; Correctional Officer, Correctional Sergeant or Correctional Lieutenant and having continuous classified service as a Correctional Officer with Escambia County, regardless of appointing authority. Henceforth, seniority will commence with the date of hire as a certified officer within the bargaining unit. Any three (3) day unauthorized absence or thirty (30) day voluntary separation from the BCC shall be considered a break in service. However, the BCC may bridge seniority for absences in excess of the above times as required by law. All transferred ECCD sworn officers will have their prior service with the Sheriff's Department recognized consistent with the Terms and Conditions provisions which by this reference is incorporated herein.

12.02 Seniority Application

Except under extraordinary circumstances, unit assignment, shift transfers and regular days off, vehicles and issuance of new equipment shall be made first on Justifiable Agency needs, then seniority and then the officer's preference. Vacations and holiday leave will be on a first come-first served basis. The BCC and the PBA understand that there may be times when the needs of the Agency will not permit seniority to be the predominant consideration in such matters.

ARTICLE 13 LEAVES

13.01 Leaves of Absence - Definition

A leave of absence with or without pay is authorization for an officer to be absent from his or her duties for a specific period of time, without prejudice. Unless otherwise provided by law, the granting of leave shall be at the discretion of the BCC.

13.02 Sick Leave

- A. Sick leave shall be earned by officers at the rate consistent with other BCC classified employees.
- B. If the amount of sick leave used is in excess of three (3) consecutive work days, an acceptable certification of illness from a licensed physician may be required of the member upon returning to work. However, where there is a demonstrable pattern of excessive use of sick leave, the BCC may require a physician's certificate before approving an officer's sick leave request.
- C. In order to encourage and reward officers who exercise care in the maintenance of their personal health and job attendance, the BCC agrees to pay the officer upon retirement in good standing, fifty (50) percent of the officer's sick leave balance up to a maximum of one thousand forty (1,040) hours pay-out. Payment shall be at the officer's applicable rate of pay.
- D. Payment for unused sick leave will apply only to accumulated sick leave earned as an employee of the BCC and/or approved transfer of sick leave from another Escambia County agency as determined by BCC regulations.
- E. Sick leave shall not accrue for a period in which the officer is on suspension or leave without pay status.

- F. In the event of the officer's death, the BCC agrees to pay to the officer's designated beneficiary one-half of all unused sick leave, up to a maximum of one thousand forty (1,040) hours, at the officer's applicable rate of pay.
- G. Sick leave and annual leave shall be deducted on the basis of actual time (to the nearest quarter hour) the officer is absent from his or her scheduled work day.
- H. Officers may participate in the BCC sick leave pool.
- I. Sick leave may be used in the same manner as that approved by Human Resources Policy and Procedures for other classified employees.

13.03 Annual Leave

- A. Annual Leave shall be earned accrued monthly according to the Table below:

Less than 5 Years	8
5 years but less than 10 years	10
10 years but less than 15 years	12
15 years but less than 20 years	14
20 or more years	16

Note: The named individuals only in Appendix F will be permitted to accrue and a rate of 18 hours per month commencing the first month following complete ratification of this agreement by the union and the BCC Board. In addition, these same persons named in Appendix F will have fifty (50) hours of annual leave added to their leave balance upon receipt of written notice of the ratification of this agreement. This accrual and award of 50 hours of annual leave will only be made as long as the named individuals are in employed status with the BCC corrections department.

- B. A total of four hundred (400) hours of annual leave is the maximum that may be carried over from one anniversary date to the next. Leave in excess of four hundred (400) hours if not taken by the anniversary date shall be lost.
- C. An officer may be permitted to carry annual leave hours in excess of four hundred (400) hours into the next anniversary date where the officer has made a good faith attempt to use annual leave, but such request has been denied by the BCC or their designee.
- D. Where practicable, the scheduling and use of annual and holiday leave of forty (40) contiguous hours or more or for holidays requested, shall be requested at least thirty (30) days in advance of such leave; however, in implementing this provision, nothing shall preclude the BCC from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays. All leave requests will be prioritized consistent with Section 13.10.
- E. Annual leave shall not accrue for a period in which the officer is on suspension or leave without pay status.
- F. All accumulated annual leave is payable upon separation at the officer's applicable hourly rate of pay, to be paid on the next pay period following separation.
- G. In the event of the officer's death, the BCC agrees to pay to the officer's designated beneficiary all of the unused annual leave at the officer's applicable rate of pay.

13.04 Disability Leave

- A. An officer who sustains a disability and meets the eligibility requirements, as provided for in Section 440.15(11), Florida Statutes, shall be carried in full-pay status.
- B. Where an officer is temporarily disabled as a result of an injury or illness and is temporarily unable to perform his or her normal work duties, the BCC or their designee shall

temporarily assign substitute duties within the officer's medical restrictions, but only as such duties are available and necessary for the benefit of the BCC or as required by applicable law.

13.05 Funeral Leave

Up to three (3) days of emergency funeral leave with pay shall be granted in the event of a death in the immediate family for periods of bereavement and/or attending the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister or brother, step-mother, step-father, step-sister or brother, mother-in-law, father-in-law, grandfather, grandmother, spouse's grandparents or other member of the officer's immediate household. This leave shall not be deducted from the officer's accumulated annual or sick leave. Leave beyond three (3) days shall be deducted from the officer's annual or sick leave, at the officer's discretion. No more than six days of funeral leave may be used during the course of a fiscal year without approval of the BCC or their designee. Persons on suspension or leave without pay shall not be eligible for funeral leave.

13.06 Stress Leave

An officer who is directly involved in a work-related incident resulting in death, serious injury to another or near-death to the officer shall be granted a day of stress leave in order to allow the officer to recover from the incident. Such leave shall not be deducted from the officer's accumulated annual or sick leave and may be accompanied by a requirement that the affected officer visit a designated counselor or psychologist, etc., as determined and paid for by the BCC before the officer returns to duty.

13.07 Military Leave

Leave shall be granted to officers in accordance with applicable law and/or Human Resources Policy and Procedures.

13.08 Leave Without Pay

- A. Leave without pay for a period of time may be granted by the BCC. This leave shall not under any circumstances be authorized for more than one year except for military leave. A request for leave shall be submitted in writing to the BCC at least ten (10) calendar days prior to the starting date of the leave.
- B. An officer incapacitated because of injury or physical or mental illness may, with approval of the BCC, be placed on leave without pay until such time as the officer is medically able to return to work.
- C. An officer who is on a leave of absence without pay authorized by the BCC and returns within a twelve (12) month period shall be deemed to have continuous service on their previous classification; however, such leave time shall not be used in determining the officer's seniority.

13.09 Holiday Leave

- A. Employees who are required to work on designated County holidays are paid a total of two (2) times the regular rate of pay for that time and shall not accrue any holiday leave or shall receive straight time pay for all hours worked and have up to twelve (12) hours added to their holiday leave bank depending on their regular schedule of work. B. When an officer's regularly scheduled workday does not include an observed holiday, the officer will receive up to twelve (12) hours of holiday leave depending on their regular schedule of work. This holiday leave will be added to the officer's compensatory leave balance and that balance shall not exceed 160 hours in any fiscal year, and no more than 40 hours may be carried over into the next year at the employee's discretion. Such election must be made no later than August 1 of each calendar year.

- C. Officers shall be granted those official holidays designated by the BCC for other classified employees of the BCC.
- D. Request for holidays off shall be granted on the basis of first requested first off, subject to staffing requirements.
- E. In the event of the officer's death, the BCC agrees to pay to the officer's designated beneficiary all of the unused holiday leave at the officer's applicable rate of pay.

13.10 Requests for Leave

All leave requested in writing shall be approved or denied in writing. If denied, a copy of the written request and denial with stated reasons will be placed in the officer's personnel file with a copy to the officer.

13.11 Transfer of Leave

New officers covered by this Agreement who transfer from other Escambia County agencies will be allowed to transfer sick and annual leave credits to the BCC based on the Human Resources Policy and Procedures criteria for classified employees.

13.12 Detached Duty

Detached Duty granted for any purpose shall be counted as time worked.

ARTICLE 14 REPLACEMENT OF PERSONAL PROPERTY

Watches, Prescription Glasses, Medical Aids, and Firearms

An officer, while on-duty and acting within the scope of employment, who suffers damage or destruction of his or her watch, prescription glasses, weapons, or such other items of personal property as have been given prior approval by the BCC or their designee as being required by the officer to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Upon proper documentation by the officer of the amount expended, the BCC may authorize reimbursement for repair or replacement of such property not to exceed the following amounts:

Watch -\$75.00

Prescription glasses -\$300.00 (Including any required examination)

Other Items - The BCC or their designee shall have final authority to determine the reimbursement value of items other than watches, prescription glasses, and medical aids as defined above.

ARTICLE 15 PERSONNEL RECORDS

Personnel File

- A. There shall be only one official personnel file for each officer in which commendatory or derogatory information that impacts fitness for promotion or duty is recorded. This record shall be maintained in the Human Resources Office.
- B. If any derogatory material is placed in an officer's official personnel file, a copy will be sent to the officer. The officer will have the right to answer any such material filed provided the

material is not the product of an issue that has been through any part of the grievance procedure. The officer's answer will be attached to the file copy.

- C. An officer will have the right to review his or her own official personnel file at reasonable times as designated by the BCC or their designee under the supervision of the designated records custodian.
- D. Where the BCC or their designee, the Florida Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an officer's official personnel file in error or is otherwise invalid, such document will be placed in an envelope together with a letter of explanation. The envelope shall be stamped "NOT VALID."

ARTICLE 16

FRINGE BENEFITS 16.01 Principles

- A. In order to insure close communications and cooperation between the BCC and the PBA, it is agreed that the President of the PBA may appoint two (2) officers from the Correctional Officer bargaining unit and two (2) from the Correctional Sergeant bargaining unit to serve on any Benefits Committee for each fiscal year. It is understood by both parties that no decision or recommendation of the Benefits Committee shall infringe upon the bargaining rights of the PBA or the BCC.
- B. Any new privileges and/or fringe benefits afforded other employees of the BCC will automatically be extended to the officers of this bargaining unit.

16.02 Health, Life, Dental, Long Term Disability (LTD) and Major Medical Insurance

- A. Bargaining unit members will be allowed to participate in the same Insurance programs at the same level and cost of benefits provided for all other classified employees of the BCC.
- B. Members of the bargaining unit will continue to participate in other insurance programs authorized by the BCC for employees and will continue to pay those premiums through payroll deductions.

16.03 Employee Assistance Program

The BCC shall provide an Employee Assistance Program in which one or more confidential consultations are available for any officer and dependents with any type of personal problem which might interfere with their work performance (medical, mental, family, financial, substance abuse, etc.).

16.04 Educational Benefits

The BCC shall provide tuition, per diem, room, and travel allowance for officers attending BCC approved out of town schools, and training costs for officers attending training institutions within the geographical area of the BCC.

16.05 Tuition Reimbursement Program

The BCC shall reimburse officers for tuition costs for approved course work from an accredited college or university, in accordance with current BCC policy.

16.06 Wellness Program

BCC shall initiate a Wellness Program. This program provides officers with a means to become educated about and involved in health maintenance and physical fitness.

16.07 Benefits for Officers on Leave of Absence Without Pay

- A. Officers on leave of absence without pay shall be eligible to participate in the insurance plans and the Employee Assistance Program provided above.
- B. The choice to participate in any or all of the benefits listed above shall reside with each officer, provided that the officer electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the officer according to the method prescribed by the carrier(s).

16.08 Retiree Benefits

- A. Retired officers shall be eligible to participate in the insurance plans.
- B. The choice to participate in any or all of the benefits listed above shall reside with each retired officer, provided that an officer electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s).
- C. Officers will be eligible for the early retirement bonus available to other classified employees of the BCC.

ARTICLE 17 HOURS OF WORK AND OVERTIME

17.01 Hours of Work

- A. Officers shall be assigned to eight (8), ten (10) or twelve (12) hour work days. The work week of officers shall be forty (40) hours, except for officers who work a twelve (12) hour shift. The work cycle for officers assigned to twelve (12) hour shifts shall be one hundred sixty (160) hours in a twenty-eight (28) day cycle. Officers shall be compensated for all hours worked on active duty, on- and off-duty court time and call-out time.
- B. Authorized meal periods or breaks shall be counted as hours worked if the officer is required to remain on standby for duty and receive assignments through telephone, radio or pager, or return to duty during the period.

17.02 Overtime

- A. Time worked in excess of forty (40) hours per week for eight (8) and ten (10) hour work days shall be compensated at the rate of time and one-half (1 1/2). For officers assigned to twelve (12) hour shifts, hours worked in excess of the normally scheduled work hours in a work week shall be considered overtime and compensated at the rate of time and one-half (1 1/2). In weeks when a holiday recognized by the BCC occurs (does not include any floating holiday) and the employee does not work their regularly scheduled shift due to being off in observation of the holiday, such holiday time will be considered as hours of work for purposes of overtime eligibility in that work week.
- B. The BCC shall determine at their sole discretion whether an employee is to be credited with compensatory leave or receive overtime pay for overtime hours worked. Annually, all compensatory leave will be paid. If more than forty (40) or more hours of overtime have been accumulated, then the officer may be obligated to take compensatory leave prior to using annual leave. Any overtime worked for another division or department shall be for pay only. No more than eighty (80) hours of overtime compensatory time may be accrued.

17.03 Day of Rest

The parties agree to maintain the practice of the Day of Rest (DOR) for the term of this Agreement in accordance with current payroll practice.

ARTICLE 18
CALL-BACK AND COURT TIME

18.01 Call-Back

- A. When it is necessary for the BCC or their designee to require an officer to return to work at a time not contiguous with the officer's scheduled hours of work, such time shall be compensated, with compensatory leave at the rate of time and a half (1 ½). A minimum of three (3) hours compensation is guaranteed, except where such call-back is due to the officer's non-completion of work or other cause due to the officer's actions.
- B. In the case when an officer is called back within one (1) hour prior to the beginning of a regularly scheduled assigned work shift, or if called back immediately after the completion of a regularly assigned shift, then the following applies:
 - 1. If called to duty within one (1) hour prior to the beginning of a regularly assigned shift, the officer shall be granted actual time beginning with the time of the call-back. That time will be added to and will be contemporaneous with the hours worked during the regular assigned shift which follows the call-back duty.
 - 2. It shall be considered an immediate call-back if the officer is called back within one (1) hour after the completion of a regularly assigned shift. The officer will be given credit for that one (1) hour plus credit for all other subsequent time which follows that hour until such time as the officer is released to go off-duty again.
 - 3. If called in prior to the one (1) hour before the shift or called back after one (1) hour has lapsed since the officer went off-duty from a regularly assigned shift, the officer shall be entitled to the three (3) hour minimum rule.
- C. All Call-Back hours are from portal to portal.

18.02 Court Time

- A. When it is necessary for an officer to appear in a job related court case at a time not contiguous with the officer's scheduled hours of work, such time shall be compensated. The provisions of 18.01(A) and (B) shall apply to court time.
- B. Officers shall be granted administrative leave to attend jury duty during normally scheduled work hours. Officers will provide their immediate supervisor with a copy of the jury summons.

ARTICLE 19
UNIFORMS, EQUIPMENT AND VEHICLES

19.01 Uniforms

- A. Officers will be issued sufficient quality uniforms and uniform accessories to provide the officer with one complete uniform for each workday, plus one spare uniform.
- B. In order to ensure a professional appearance, all uniform articles shall be replaced when they become torn, frayed, permanently soiled or in other condition that renders the uniform article unserviceable and/or presents the officer as unprofessional in appearance.

- C. Any specialty uniform items required (i.e., honor guard, etc.) will be furnished by the Department as needed.

19.02 Equipment

- A. An officer may carry a firearm that has been deemed appropriate by the BCC. The officer must qualify with the firearm that is carried. Any officer changing from a revolver to a semi-automatic shall satisfactorily complete a transition course and qualify with the new firearm. Officers currently carrying a semi-automatic shall provide documentation of successful completion of a transition course before being allowed to continue to carry the semi-automatic.
- B. Where the Facility Commander or his designee determines that shotguns are necessary for officers' assignments, one shall be issued. Officers must be qualified with the shotguns to be issued one. Shotguns will be used only within Departmental policies and applicable laws.
- C. Carrying of personal firearms and personal police equipment shall be in accordance with current BCC firearms policy, and applicable laws.

19.03 Vehicles

The number and persons assigned take home vehicles will be determined solely by the Commander.

ARTICLE 20 MANAGEMENT RIGHTS

20.01 Management Rights

- A. The PBA agrees that the BCC has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the BCC has not officially abridged, delegated, or modified by the express provisions of this Agreement are retained by the BCC. The rights of the BCC through their management officials, shall include, but shall not be limited to, the right to determine the organization of the BCC ECCD; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the BCC correctional facilities; to set standards for service to be offered to the public; to direct the officers including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule officers in positions within the BCC ECCD; to suspend, demote, discharge, or take other disciplinary action against for proper cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine, or abolish job pay positions; to change or eliminate existing methods of operation, equipment, or facilities.
- B. The BCC has the sole authority to determine the purpose and mission of the ECRP and ECJ; to prepare and submit budgets to be adopted by the Escambia County Commission.
- C. Those inherent managerial functions, prerogatives and policy-making rights which the BCC has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance procedure contained herein.
- D. Delivery of correctional services in the most efficient, effective, and courteous manner is of paramount importance to Escambia County. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

- E. The above rights of the BCC are not all inclusive, but indicate the type of matters or rights which belong to and are inherent by the BCC in their general capacity as management. Any of the rights, powers, and authorities that the BCC had prior to entering into this collective bargaining Agreement are retained except as modified by this Agreement.
- F. If the BCC fails to exercise any one or more of these functions from time-to-time, this will not be deemed a waiver of the BCC's right to exercise any or all of such functions.

ARTICLE 21 SALARIES

21.01 Pay Scale

- A. The pay level of each officer shall be determined by the minimum of the Pay Grade and the promotional procedures defined in Article 22. The pay scale depicted in Appendix B shall apply to all officers covered by this Agreement. This pay scale shall represent the base pay. Any other pay and allowances awarded by this Agreement shall be in addition to the officer's base pay. Appendix B, by this reference, is hereby incorporated herein.
- B. Correctional Officer Trainee shall not be eligible for merit increases and instead shall be advanced to Correctional Officer in accordance with Article 22.02C. Officers hired at the rank or work assignment of Correctional Officer, Road Correctional Officer, or Medical Correctional Officer shall be eligible for merit increases upon completion of one (1) year of service and annually thereafter.
- C. Officers receiving less than a satisfactory annual performance evaluation shall be re-evaluated in six (6) months and shall be eligible to receive a merit increase upon receiving a satisfactory evaluation.
- D. Nothing in this Article shall preclude the BCC from awarding additional merit pay increases if the BCC determines adequate funds are available.

21.02 Education/Training Incentive Pay

- A. Officers shall be eligible for Education/Training Incentive Pay (E/T IP) in accordance with BCC policy. This paid benefit is not automatically triggered by time spent in the BCC. It requires that the officer earn one hundred (100) hours of qualifying education and/or training time during the previous five (5) year period, time over and above that spent on the job.
- B. Classes and training shall include, but not be limited to, those set forth in the Approved Compensatory Training List. This List shall be maintained in the Escambia County Human Resources Office and is included in the Required Training Appendix G. Changes to this List shall be made only by mutual agreement, in writing and signed by both parties. Provisions of this policy shall not duplicate those of Salary Incentive Pay as established by the Criminal Justice Standards and Training Commission (CJSTC) nor the Career Path program in 21.05.
- C. Training records, documentation, and disbursement records are subject to audit at any time by BCC Human Resources and the Clerk of Court.
- D. Officers qualifying for Education/Training Incentive Pay shall receive a 2% (two percent) increase of their base pay at a period not more often than a five (5) year interval, to a maximum of 10% (ten percent).

21.03 Salary Incentive Pay

Officers shall earn and be paid Salary Incentive Pay in accordance with the requirements and procedures established by Florida State Statute.

21.04 Assignment Pay

Officers placed into assignments as provided in Appendix C shall be compensated consistent with the assignment. No pyramiding of assignment pay is permitted except as noted in Appendix C. Appendix C, by this reference, is hereby incorporated herein. Assignment pay may be instituted or stopped for a particular officer at the discretion of the Commander.

21.05 Career Path

Definitions

A. The term *seniority* as used in this article is defined in Article 12 of this Agreement.

B. The term *years of service* as used in this Article shall mean total years of continuous service as a County Corrections Officer.

C. Training hours defined as *qualifying training hours* for the purposes of promotion or career progression include hours of approved CJSTC training courses that the candidate for promotion or progression successfully completed while off duty. **NO TRAINING THAT IS USED FOR QUALIFICATION UNDER 21.02 OR 21.03 ABOVE SHALL BE COUNTED FOR THE PURPOSES OF THIS CAREER PATH UNDER 21.05.** Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.)

CJSTC training that will not count for promotion or career progression includes mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, etc.) Candidates for promotion or progression may use approved CJSTC training courses obtained within three years of employment with the Escambia Corrections Department under the following conditions:

1. The course must be an approved Florida CJSTC or equivalent training course.
2. The training does not qualify as mandatory retraining as described above.
3. The course completion certificate must be submitted to the Training Section OIC for verification and approval.

21.05.01 Promotional Procedures and Career Paths

A. Corrections Officer First Class

Officers rated as Corrections Officer may advance to Corrections Officer 1st Class upon reaching 7 (seven) years' service/seniority and must have successfully completed 120 hours of approved training. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 120 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Corrections Officer 1st Class. Classes or other training that may be used to meet this level requirement is included in Required Training Appendix G

Officers shall earn and be paid Salary Incentive Pay in accordance with the requirements and procedures established by Florida State Statute.

21.04 Assignment Pay

Officers placed into assignments as provided in Appendix C shall be compensated consistent with the assignment. No pyramiding of assignment pay is permitted except as noted in Appendix C. Appendix C, by this reference, is hereby incorporated herein. Assignment pay may be instituted or stopped for a particular officer at the discretion of the Commander.

21.05 Career Path

Definitions

A. The term *seniority* as used in this article is defined in Article 12 of this Agreement.

B. The term *years of service* as used in this Article shall mean total years of continuous service as a County Corrections Officer.

C. Training hours defined as *qualifying training hours* for the purposes of promotion or career progression include hours of approved CJSTC training courses that the candidate for promotion or progression successfully completed while off duty. **NO TRAINING THAT IS USED FOR QUALIFICATION UNDER 21.02 OR 21.03 ABOVE SHALL BE COUNTED FOR THE PURPOSES OF THIS CAREER PATH UNDER 21.05.** Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.) CJSTC training that will not count for promotion or career progression includes mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, etc.) Candidates for promotion or progression may use approved CJSTC training courses obtained within three years of employment with the Escambia Corrections Department under the following conditions:

1. The course must be an approved Florida CJSTC or equivalent training course.
2. The training does not qualify as mandatory retraining as described above.
3. The course completion certificate must be submitted to the Training Section OIC for verification and approval.

21.05.01 Promotional Procedures and Career Paths

A. Corrections Officer First Class

Officers rated as Corrections Officer may advance to Corrections Officer 1st Class upon reaching 7 (seven) years' service/seniority and must have successfully completed 120 hours of approved training. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 120 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Corrections Officer 1st Class. Classes or other training that may be used to meet this level requirement is included in Required Training Appendix G

B. Senior Corrections Officer

Officers rated Corrections Officer 1st Class may advance to Senior Corrections Officer upon reaching 12 (twelve) years of service/seniority and the successful completion of an additional 120 hours of approved training. The 120 hours of approved training must have been completed while the officer was in the rate of Corrections Officer 1st Class. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 120 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Senior Corrections Officer. Classes or other training that may be used to meet this level requirement is included in Required Training Appendix G.

C. Master Corrections Officer

Officers rated Senior Corrections Officer may advance to Master Corrections Officer upon reaching 17 (seventeen) years of service/seniority and successfully completing an additional 120 hours of approved training while in the rate of Senior Corrections Officer. An officer may substitute up to 100 classroom hours of college level courses for the 120 hours of training required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Master Corrections Officer. Classes or other training that may be used to meet this level requirement is included in Required Training Appendix G.

D. Road Prison Implementation

Road prison corrections officers will be eligible to participate in the Career Path beginning October 1, 2016. An officer that has achieved the required years of service as a certified correctional officer (7, 12 or 17 years) must complete the required education requirements listed in Appendix G to receive each step in the Career Path. The education submitted to meet the requirements cannot include course or programs already counted for purposes of Incentive Pays of either 21.02 or 21.03. An officer cannot receive credit for more than one step in the path per year. For example, a Road Prison Corrections Officer with 19 years of service will need to complete 120 hours of training for each of the three steps for which the officer is eligible by tenure, but the officer cannot gain more than one step per year. Road Prison Corrections Officers who are eligible for the Master Corrections Officer designation by tenure will be provided a 5% increase effective October 1, 2016 for the Corrections Officer First Class level and another 5% increase effective April 1, 2017 for the Senior Corrections Officer level. Such officers must complete the required hours of training before being able to advance to the Master Corrections Officer level and are not eligible for such advancement before fiscal year 2017/2018.

ARTICLE 22

PROMOTION/DEMOTION PROCEDURES

- 22.01A Definition the term Seniority as used in this Article is defined in Article 12 of this Agreement.
- 22.01B Promotions into the classifications of Sergeant and Lieutenant classifications will be division specific with lists generated and maintained for each classification for each division.

1. Three years as a Corrections Sergeant with this agency;
 2. Two years as a Corrections Sergeant with this agency and a Bachelor's Degree or higher in Criminal Justice, Management, or a related field.
- B. Promotion to Lieutenant shall result in up to a 20% pay increase but shall not exceed the pay rate of the highest paid lieutenant in their division but in any event the promoted sergeant will receive at least a 5% increase without respect to the pay of other Lieutenants.
- C. Promotion to Lieutenant shall have a twelve (12) month probationary period.
- D. In consideration of the PBA claim that the four lieutenants at the Road Prison received a lesser increase in 2012 due to the BCC unilaterally withdrawing the personnel from the bargaining unit, these four Lieutenants will receive a five percent (5%) increase effective the first full pay period after complete ratification of this agreement by both the PBA membership and the BCC Board.

22.06 BCC Requirements

- A. Nothing in this Article shall abridge the requirement for officers seeking promotion to first establish their eligibility via the Employment Referral Listing.
- B. The BCC will amend the HR Policy & Procedures for Sergeant and Lieutenant so that those officers meeting the requirements of Section 22.03(A) and 22.04(A) can establish their eligibility in a timely manner.

22.07 Examination and Selection Process

A. Sergeant Examination Process

1. 25 points for written exam consisting of 25 multiple choice questions. A minimum score of 80% is required on the written exam to proceed to the oral interview phase.
2. 25 points for a scenario report. A minimum score of 80% is required on the written exam to proceed to the oral interview phase
3. 50 points for the oral interview consisting of 5 questions. Scoring for the oral interview is based on the evaluations of each rater of the candidates' responses.

B. Lieutenants Examination Process

1. 100% score based upon the oral board consisting of 10 questions. Scoring criteria for the oral interview is based on the evaluations of each rater and the candidates' responses. A score of 80% or higher is required to pass the exam. For panels of five or more, the high score and low score will be dropped and the remaining scores averaged.

22.08 Procedures

- A. The structured oral interview shall be used to measure items such as interpersonal skills; judgment and decision making and oral communications. Whenever possible the structured interview will be scheduled at such time as to insure the candidate adequate rest. Candidates will be given priority on leave requests for the day of the interview and/or the day prior.
- B. The Oral Interview Board shall be a five (5) person board comprised of Florida Certified correctional officers. At least two (2) of the board members for promotion to Sergeant shall be of the rank of Sergeant, with a minimum of two (2) years in grade. At least two (2) of the board members for promotion to Lieutenant shall be the rank of Lieutenant with a minimum of two (2) years in grade. These two (2) officers shall be from the Escambia County Corrections Division appropriate for the recruitment. At least one of them shall be selected by the union. The structured interview shall be monitored by a person not working in the Corrections Department. The monitor shall insure no collaboration on the scoring takes

place. Upon completion of the interview, the monitor shall discard the high and low score and average the remaining three scores for the candidate's final interview score.

C. Road Prison Division

The monitor shall then compile an overall standing of the candidates from their score on the structured interview. In the event two (2) or more candidates have a tied score, the candidate with the highest years of seniority (as defined by the contract) shall be placed first on the list. The appropriate Commander or designee will be provided with the names of the top five (5) candidates for Sergeant and top three (3) candidates for Lieutenant. When a vacancy occurs, the appropriate Commander or designee may choose any one of the appropriate candidates for the vacancy. The next ranking candidate is then added to the list. The promotional list shall expire twenty four (24) months from the date of its posting.

D. Jail Division

The Commander will make the selection for promotion based upon the scoring from highest to lowest, unless the commander has cause to bypass a candidate due to performance or recent or pending disciplinary action. Ties on the scoring will be broken based upon seniority as a correction officer with the more senior officer being ranked higher than the less senior officer. All promoted officers shall serve a twelve (12) month promotion from entrance into the new rank as noted on their Personnel Action Form. The promotional list shall be effective for twenty four (24) months from the date the completed list is posted. The list will consist of the top 15 scores and ties. Twenty One months following the establishment of a promotional list, an announcement to begin the process for a successor list will commence

ARTICLE 23

DEFERRED RETIREMENT OPTION PROGRAM

- A. Members of the bargaining unit who meet the requirements of the Florida Retirement System (FRS) may elect to participate in the Deferred Retirement Option Program (DROP).
- B. Members who participate in the DROP may elect to sell-back their annual leave, holiday leave and compensatory leave at the time of entering the DROP rather than at termination of employment, to the limit authorized by the FRS to be included in the averaging of the employee's high five (5) salary years. However, such sell-back shall not exceed the limits set elsewhere in this Contract or those set by the FRS, whichever is less. Payment will be at the employee's applicable rate of pay. Any amount sold back under this Paragraph will be deducted from the allowable amount to be paid back at termination of employment.

ARTICLE 24
PERFORMANCE EVALUATIONS

- A. The performance of bargaining Unit employees shall be reviewed in accordance with the procedures agreed to by the parties. The parties agree that changes to the performance evaluation procedures are a subject of negotiations.
- B. Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to the next higher supervisor for review prior to discussion with the employee. The higher level supervisor is not authorized to change the employee's performance evaluation.
- C. Performance standards used for evaluation purpose shall be reflective of the primary duties of the employee as evidenced in their written job description.
- D. The BCC will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.
- E. The performance review of an employee shall not be subject to the grievance procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 7.
- F. Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.
- G. The County's evaluation form will be supplemented to include a rating by the Field Supervisors and the Road Correctional Supervisors in rating Road Correctional Officers.

ARTICLE 25
TOTALITY OF AGREEMENT

25.01 Limitation

- (a) The Board and the PBA acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.
- (b) The Board and the PBA further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

25.02 No Further Obligation to Bargain

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

25.03 Modifications

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

25.04 Application

This provision shall be interpreted only to maintain the status quo of the contract and shall not be interpreted to allow the BCC to make unilateral changes in wages, hours and

other terms and conditions of employment without bargaining in accordance with Article 4 of this agreement.

ARTICLE 26
JAIL TRANSFER TERMS AND CONDITIONS

The Terms and Conditions of Employment that applied to all correction officers who were hired in conjunction with the transfer of the jail operations on October 1, 2013 are by this reference hereby incorporated herein as Appendix E.

APPENDIX A

DUES CHECK-OFF AUTHORIZATION

I, _____
Print Full Name *Social Security Number*

an employee of the

Escambia County Board of County Commissioners

Employing Agency

authorize you, as my employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc.

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

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

Date *Signature*

Distribution of Copies:

ORIGINAL – Association

1st COPY – Association

2nd COPY – Employee

3rd COPY – BCC Human Resources

APPENDIX B

BCC PAY SCHEDULE							
FY 2015/2016							
PAYGRADE	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
A10	8.05	8.05	8.05	8.05	12.83	16,744.00	26,686.40
A11	10.20	10.20	10.20	10.20	16.81	21,216.00	34,964.80
A12	10.71	10.71	10.71	10.71	17.66	22,276.80	36,712.00
A13	11.25	11.25	11.25	11.25	18.53	23,400.00	38,542.40
B20	11.25	11.25	11.25	11.25	18.54	23,400.00	38,563.20
B211	12.49	12.49	12.49	12.49	23.97	25,979.20	49,857.60
B21	12.49	12.49	12.49	12.49	20.57	25,979.20	42,785.60
B21A	13.75	13.75	13.75	13.75	22.66	28,600.00	47,132.80
B22	14.54	14.54	14.54	14.54	28.97	30,243.20	49,857.60
B22A	15.12	15.12	15.12	15.12	24.90	31,449.60	51,792.00
B28	16.63	16.63	16.63	16.63	27.41	34,590.40	57,012.80
B31	17.96	17.96	17.96	17.96	29.61	37,356.80	61,588.80
B31A	18.29	18.29	18.29	18.29	30.12	38,048.00	62,649.60
B32	19.40	19.40	19.40	19.40	31.96	40,352.00	66,476.80
C41	20.75	20.75	20.75	20.75	34.29	43,160.00	71,136.00
C41A	21.04	21.04	21.04	21.04	34.65	43,763.20	72,072.00
C42	22.21	22.21	22.21	22.21	36.60	46,196.80	76,428.00
C43	23.76	23.76	23.76	23.76	39.16	49,420.80	81,462.80
C51	25.42	25.42	25.42	25.42	41.99	52,873.60	87,152.00
C52	27.21	27.21	27.21	27.21	44.83	56,596.80	93,246.40
C53	28.16	28.16	28.16	28.16	46.11	58,572.80	96,532.80
D61	29.12	29.12	29.12	29.12	47.98	60,569.60	99,798.40
D62	30.86	30.86	30.86	30.86	50.86	64,188.80	105,788.80
D63	32.71	32.71	32.71	32.71	53.90	68,036.80	112,112.00
D71	34.67	34.67	34.67	34.67	57.14	72,143.60	118,851.20
D72	36.76	36.76	36.76	36.76	60.57	76,460.80	125,985.60
E80	32.08	32.08	32.08	32.08	52.87	66,726.40	109,969.60
E81	38.96	38.96	38.96	38.96	64.20	81,036.80	133,536.00
E82	41.29	41.29	41.29	41.29	68.06	85,863.20	141,564.80
E83	43.78	43.78	43.78	43.78	72.14	91,062.40	150,051.20
E91	46.41	46.41	46.41	46.41	76.47	96,532.80	159,057.60
E92	49.19	49.19	49.19	49.19	81.06	102,315.20	168,604.80
F101	54.11	54.11	54.11	54.11	89.16	112,548.80	186,452.80
F102	59.51	59.51	59.51	59.51	98.08	123,780.80	204,006.40
Added pay grades B21A and B22A for Correctional Officer Academy and Correctional Officer Trainee							

APPENDIX C
ASSIGNMENT PAY

Assignment Pay

The BCC and the PBA recognize that there are some assignments that are temporary in nature that are essential to the ECCD. Many of those activities exceed the job description of the officer. In order to compensate an officer assigned these additional duties, the corrections officer will receive the following amounts for time assigned to perform these assignments:

<u>Assignment</u>	<u>Monthly Pay</u>	<u>Hourly Pay</u>
1st Lieutenant	\$300.00	\$1.73
Field Training Officer**	\$325.00	\$1.88
Crisis Intervention Response Team	\$100.00	\$0.58
Polygraph/CVSA Operator	\$200.00	\$1.15
Road Correction Officer**	\$300.00***	\$1.73
Medical Correction Officer**	\$435.00***	\$2.50
Jail Work Crew Leader	\$200.00	\$1.15

Officers who are assigned to more than one assignment noted above will receive the assignment pay for the highest paid assignment only. The assignment pay will be paid as an hourly rate.

Placement in the above noted assignments is at the discretion of the Commander or designee.

** Employees in or assuming these assignments prior to October 1, 2016 shall be paid in accordance with practice existing on December 15, 2015 and shall continue at that pay differential until their assignment ceases. All new assigned employees after October 1, 2016 shall be paid in accordance with the assignment pay above.

*** Employees receiving assignment pay for either Road Correction Officer or Medical Correction Officer are able to "stack" one other assignment pay up to \$100 per month.

APPENDIX E

TERMS AND CONDITIONS OF EMPLOYMENT – TRANSFERREES

August 15, 2013

PBA Detention Officers Only – Terms and Conditions of Employment

All references herein to Jail division PBA employees refers only to those employees that are certified correction officers who are eligible for the high risk Florida Employees Retirement System pension plan.

Part I

1. Offer to start October 1, 2013
2. Base Pay
 - a. Current classification
 - b. Same pay before any increases
3. Leaves
 - a. Annual Leave – all hours up to 500 are accepted. 200 hours will be transferred to the regular BCC Annual leave accrual bank. Any remaining transferred leave will be maintained in a separate bank – Transferred Annual Leave (TAL). PBA Detention Officers will not be subject to forfeiture of annual leave from the regular BCC Annual leave accrual bank until December 31, 2015.
 - b. Sick Leave will be transferred to the regular BCC sick leave accrual bank
 - c. Holiday and union comp of up to 200 hours each will be accepted. 100 hours of transferred Holiday leave will be placed into the regular BCC Holiday/Comp time bank. The balance of transferred Holiday leave and all union comp leave will be transferred into a combined bank - Transferred Holiday and Union Comp (THUC).
 - d. Some long term employees may have leave in excess of the transfer limits noted. In such case, to the extent the overage is less than 10% over the cap, the leave will be accepted.
 - e. Employees may elect on or before October 15, 2014 to transfer 100 hours from their regular BCC Annual leave accrual bank to the Transferred Annual Leave (TAL). This is a onetime election only.
4. Service date – BCC will credit all service time recognized by SO as of September 30, 2013 for all service related benefits
5. Classifications – BCC will maintain the rank progressions for Jail PBA employees as employed by the SO as of September 30, 2013 until the expiration of the BCC PBA agreement on September 30, 2015. Thereafter such rank progressions continue only if the parties agree to include it in subsequent labor agreements pertaining to the Jail division.
6. Longevity Pay – Longevity pay will be frozen and covered Jail Division PBA employees will be afforded the opportunity to participate in the training incentive plan existing in the Road Prison division PBA contract. Such inclusion shall be

handled in a manner so as to preserve progression on same timing as existed under the SO plan but, limited to the maximum level as exists in the Road Prison division PBA contract.

7. Assignment Pay – The following assignment pay applicable to Jail division PBA employees on September 30, 2013 shall be recognized and paid by the BCC consistent with the requirements and practices employed prior to October 1, 2013 for a period ending September 30, 2015. Thereafter such assignment pay will continue only if the parties agree to include it in subsequent labor agreements pertaining to the Jail division.
8. All transferring Jail division PBA employees will be immediately eligible to participate in BCC benefit plans on the same basis and at the same cost participation as BCC employees.
9. All transferring Jail division PBA employees will enjoy the terms and conditions of the Road Prison division PBA agreement other than those items specifically noted herein. In all other matters not governed by provision of the Road Prison division PBA agreement or this offer, BCC human resources policies, BCC administrative policies and BCC Board policies will apply.

Part II – This part applies if and only if the PBA Jail division employees through their bargaining representative reach an agreement with the SO to waive any rights to payment of accrue benefits arising under their applicable agreement, practices or SO policies except for those employees severing complete employment and any expectation of continued employment with the BCC or any agency funded by revenues collected and allocated by the BCC.

1. Salary Increases
 - a. Jail Division PBA employees shall enjoy a two percent (2%) pay increase effective October 1, 2013.
 - b. Jail Division PBA employees will be eligible for any wage increase approved by the Board of County Commissioners to be effective in FY14 for BCC employees in the same manner and same extent as BCC employees.
2. Leave Transferred
 - a. Preservation - Had the transfer of the jail to the county not occurred, Jail division PBA employees whose leave balances were at or near the limits established by their labor agreement with the SO would be subject to incur forfeiture of leave time consistent with limits applicable under the labor agreement and SO policies. BCC does commit herein, to not reduce or diminish such leave as follows:

All leave noted in item 3 herein and placed into either TAL or THUC are not subject to forfeiture or diminution except as may be required due to the actual or near bankruptcy of Escambia County

BCC; or as ordered by a court of competent jurisdiction; or as required by an properly adopted law or regulation of the State of Florida or the United States.

b. Repurchase –

- i. BCC will repurchase up to 20 hours of THUC leave between January 1, 2014 and March 31, 2014.
- ii. BCC will, provided funds are available, purchase up to an additional 40 hours of THUC between April 1, 2014 and December 31, 2014.
- iii. BCC will, provided funds are available, purchase up to 60 hours of THUC leave between January 1 and December 31, 2015.
- iv. BCC will, provided funds are available, purchase up to 60 hours of THUC leave between January 1 and December 31, 2016.
- v. BCC will, provided funds are available, continue to purchase up to 60 hours of TAL beginning January 1, 2017 and each subsequent calendar year until such leave is exhausted.
- vi. The Board of County Commissioners will direct the County Administrator to budget annually for budget years FY15 and later, such funds as are necessary to provide sufficient funds to accomplish the repurchase of both THUC and TAL as described above.
- vii. The BCC may accelerate the redemption of leave as it may so elect.

c. Optional Insurance Premium Redemption

- i. Transferring Jail division PBA employees may redeem sufficient THUC or TAL during FY 14 to pay the cost of the employee portion of the monthly health insurance premium. Such election must be made prior to October 1, 2013 and is irrevocable.
- ii. The amount redeemed shall not be greater than premiums deducted each month plus an additional month's premium to reflect the required "catch up" to establish payment of the employee premium portion in the month prior to the purchased coverage. The amount redeemed will be determined by the health plan and coverage tier selected by the employee.

Appendix F

Brown, Kelee

Clark, Jeffery

Frajedas, James

Hemphill, Anita

Klinglesmith, Kurt

Owens, Barry

APPENDIX G

Salary Incentive Program

1. The salary incentive program will be administered per Florida Statute 943.22 and Florida Administrative Code 11B-14.003.
2. The training section of each division shall be responsible for maintaining the list of approved Salary Incentive Courses.
3. The training section of each division shall be responsible for the correct salary incentive payment to full-time officers.
4. The BCC shall recognize, only once, the successful completion of any specific training course for salary incentive payment.
5. Any course utilized for salary incentive payment shall not be applied towards education / training incentive pay or the career path.
6. The salary incentive program records shall be subject to audit at any time by the BCC Human Resources and the Clerk of Court.

Education / Training Incentive Pay

1. CJSTC advanced or career development training courses selected as mandatory retraining on the training request form.
2. Up to 25 college credit hours from an accredited college, university, or community college.
3. Up to 50 hours of firearms training conducted at the agency.
4. Any course hosted by an FDLE Criminal Justice Training Center.
5. Any course where a certification is obtained that relates to law enforcement or an officer's duties.
6. Any course where the officer is directed to attend by the Department Director, Facility Commander, or designee.
7. Any course offered by:
 - o Calibre Press
 - o Corrections One Academy
 - o Community Oriented Policing Services
 - o Federal Law Enforcement Training Center (FLETC)
 - o Florida Department of Law Enforcement (FDLE)
 - o Grossman Academy
 - o Institute of Police Technology and Management (IPTM)
 - o JLG Training Associates
 - o John E. Reid & Associates, Inc.
 - o National Institute of Justice

Appendix G (continued)

- National Institute of Corrections
 - Public Agency Training Council (PATC)
 - U.S. Department of Justice
 - Verbal Judo Inc.
 - Vistelar, LLC
 - Wicklander-Zulawski & Associates, Inc
8. College credit hours that are applied towards a 2% increase for education / training incentive pay, shall not be used again for additional 2% increases.
 9. Any course utilized for education / training incentive pay shall not be applied towards the salary incentive program or the career path.
 10. The education / training incentive pay records shall be subject to audit at any time by the BCC Human Resources and the Clerk of Court.

*Accredited college, university, or community college means a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Career Path

1. Training hours defined as *qualifying training hours* for the purposes of career progression include hours of approved CJSTC training courses that the candidate for progression successfully completed while off duty.
2. Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.).
3. Any course utilized for career path payment shall not be applied towards the salary incentive program or the education / training incentive pay.
4. The course must be an approved Florida CJSTC or equivalent training course.

CJSTC training that will not count for career progression includes mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, etc.).

Appendix G (continued)

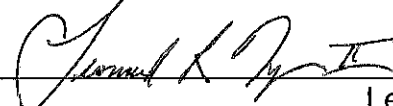
5. Up to 100 college credit hours from an accredited college, university, or community college may be substituted for each step in the career path.
6. College credit hours that are applied towards a step increase for the career path shall not be used again for additional step increases.
7. Candidates for progression may use approved CJSTC training courses obtained within three years of employment with the Escambia Corrections Department under the following conditions:
 - o The course must be an approved Florida CJSTC or equivalent training course.
 - o The training does not qualify as mandatory retraining as described above.
 - o The course completion certificate must be submitted to the Training Section OIC for verification and approval.
8. The career path records shall be subject to audit at any time by the BCC Human Resources and the Clerk of Court.

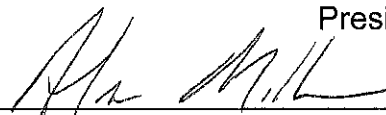
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**FLORIDA POLICE BENEVOLENT ASSOCIATION
RATIFICATION CERTIFICATE NUMBERS 1247 & 1248**

This is to certify that the members of the above collective bargaining unit ratified this agreement on the 26th day of August 2016.

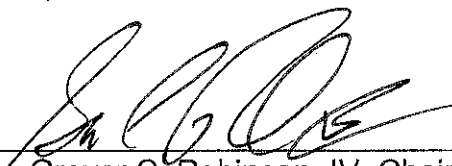
Florida Police Benevolent Association Inc.


Lee Tyree
President


Union Witness

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this agreement on the 1st day of September, 2016.

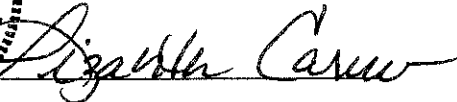
**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**


Grover C. Robinson, IV, Chairman

9/27/2016
Date Executed



TEST: Pam Childers
Clerk of the Circuit Court



Deputy Clerk
Adopted: September 1st 2016


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



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303
Telephone 850-561-3503 • Facsimile 850-561-0332

October 4, 2016

VIA UNITED STATES MAIL

Lorrie Davis
Escambia County Board
of County Commissioners
Human Resources Department
221 Palafox Place, Suite 200
Pensacola, Florida 32502

**Re: Collective Bargaining Agreement Between the Escambia County Board of
County Commissioners and the Florida Police Benevolent Association, Inc.
Certification Numbers 1247 and 1248
September 1, 2016 – September 30, 2018**

Dear Ms. Davis:

Please find enclosed the fully executed collective bargaining agreements in the above referenced matter. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Michael Mattimore'.

Michael Mattimore

c.c. Thomas Turner

Miami • Orlando • Tallahassee • Tampa