

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC)

AND THE

AMALGAMATED TRANSIT UNION LOCAL 1395, AFL-CIO

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**ARTICLE 1
CONTRACTING PARTIES**

This Agreement is between the Escambia County Board of County Commissioners (hereinafter referred to as the "BCC" or the "County") and the Amalgamated Transit Union Local 1395, AFL-CIO (hereinafter referred to as the "Union").

**ARTICLE 2
RECOGNITION**

It is recognized by the parties of this Agreement that the bargaining unit employees are public employees as defined in Chapter 447, Florida Statutes, and as specified in Art. 1 § 6, Florida Constitution, and shall be subject to the provisions thereof. Any clause, provision, or part of this Agreement, which might be, or hereafter is construed by any court as violating such section, or which in view of the decision of any court of general jurisdiction upon similar clause or part could be construed as violating such section so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as if same had not been incorporated in the Agreement.

Subject to the foregoing paragraph, the BCC recognizes the Union as the sole and exclusive bargaining agent for all employees included in the bargaining unit of the Amalgamated Transit Union Local 1395. The current bargaining unit, as certified by the Public Employees Relations Commission (Certification #1332), is as shown in **Appendix A** with the official listing on file with the PERC. It is recognized by both parties that as the mission of the organization changes, employees may be assigned different job functions. Bargaining unit employees who become managerial employees, as defined in §447.203(4), Florida Statutes, will not be included in the employee bargaining unit.

**ARTICLE 3
GENERAL PROVISIONS**

3.01 Civil Emergencies

If it is determined that civil emergency conditions exist including riots, civil disorders, hurricane conditions, or similar catastrophes, the provision 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 geographical areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas. If an employee is required to work during a civil emergency, any leave granted to all County employees will be granted to employees covered by this Agreement.

3.02 Anti-Discrimination and Unlawful Harassment

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

B. Any claim of unlawful harassment by an employee will be governed by the procedures provided in the BCC's Unlawful Harassment Policy and such other methods of review as prescribed by law, or by rules and regulations having the force and effect of law.

3.03 Severability

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid, unlawful, or unenforceable 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.

3.04 Waiver Clause

A. Regardless of any procedure set forth in this Agreement, the contracting parties, as defined in Article 1, retain the right to mutually agree 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 contracting parties, as defined in Article 1, may agree to enter into letters of understanding or agreements and settlements which interpret provisions of this Agreement without such letters of understanding/agreements or settlements having to be ratified by the employees covered by this Agreement. Any contract modifications are subject to the ratification process by both parties.

3.05 Accommodation with BCC Policies

Except as otherwise and expressly agreed herein, existing BCC policies that impact negotiable terms and conditions of employment will remain in effect unless notice of any change is provided to the Union at least ten (10) calendar days prior to the effective date. At the Union's request, the County will agree to negotiate any change to County policies that impacts negotiable terms and conditions of employment. The parties acknowledge and agree that the terms of this provision will apply to BCC policies that impact mandatory subjects of bargaining and will not limit the issuance of department procedures, protocols, or operational directive.

3.06 Governing Law

This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action arising out of the terms of this Agreement shall be in Escambia County.

**ARTICLE 4
UNION RIGHTS**

4.01 Use of Facilities

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

4.02 Union Bulletin Boards

The Union will be allowed to erect and maintain 3'x3' bulletin boards in mutually agreed upon locations in the facilities listed below. Bulletin boards shall not be erected at facilities where no bargaining unit members are located. These locations will be in as close proximity to time clocks as can reasonably be accommodated. Any items posted must be signed by a Union Official and pertain to Union business. Designated Union officials will be granted reasonable access to BCC facilities during regular working hours to post items on the bulletin board(s). The County reserves the right to remove any material not signed by a Union official or that may be construed as offensive or inappropriate as determined by the County Administrator or the relevant Department Director. The County agrees to notify the Union if any material is removed from an approved bulletin board.

Parks and Recreation and Public Works	5
Main Camp	
North Camp	
Fleet Maintenance, 601 Highway 297-A	
1651 E. Nine Mile Road	
Mobile Highway	
Public Works Santa Rosa Island	1
Facilities Management	4
100 East Blount Street	
Escambia County Jail, 1350 West Leonard Street	
Downtown Governmental Complex	
Judicial Complex	
Mosquito Control Division	1
Solid Waste Division, 13009 Beulah Road	1

4.03 Representation

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members and to immediately notify the County of any and all changes thereof. The County agrees that if a bargaining unit employee invokes his/her *Weingarten* rights relating to representation during investigatory interviews, the County will honor such request as required by law.

4.04 Dues Deduction

A. During the term of this Agreement, the BCC agrees to deduct Union membership dues, in accordance with Section 447.303, Florida Statutes, in an amount established by the Union and certified in writing to the BCC from the pay of those in the bargaining unit who individually make such a request on a written check-off authorization form provided by the Union (**Appendix B**). Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the Union that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The Union will be treated in the same manner as any other organization authorized for payroll deduction.

B. Dues will be provided to the Union Financial Secretary within five (5) business days of the last pay period of the month, allowing for processing time by the Payroll Division, Clerk of Court.

C. The Union shall advise the BCC of any increase in dues, in writing, at least thirty (30) days prior to the effective date.

4.05 Insufficient Pay for Deductions

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

4.06 Termination of Deduction

Deductions for Union dues and across-the-board assessments, if any, shall continue until either: 1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she is terminating the prior check-off authorization; 2) revoked pursuant to Section 447.507, Florida Statutes; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of the bargaining unit. If these deductions are continued when any of the above situations occur, the Union shall upon notice of the error reimburse the employee for the deductions that were improperly withheld. An example of a memorandum terminating the deduction of union dues from an employee's salary is attached as **Appendix C**.

4.07 Indemnification

The ATU shall indemnify, defend, and hold the BCC, its officers, directors, 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, its officers, directors, agents, and employees in complying with this article. The ATU shall promptly refund to the BCC any funds received in accordance with this article that exceed the amount of dues which the BCC or its agencies have agreed to deduct.

4.08 Union Leave Pool

This section shall apply to Union officials who are members of the bargaining unit (Certification #1332) and presently employed by the County. For the purpose of this section, the term *Union Business* shall mean conducting direct representation of bargaining unit employees (Certification #1332) as authorized by the Public Employees Relations Commission. Direct representational activities will include attending collective bargaining sessions, disciplinary meetings, grievance hearings, and arbitration hearings.

Union officials will not be permitted to take leave from regularly assigned work duties to conduct *Union Business* except as specifically provided in this Article.

A Union leave pool will be created for use by the Union for Union business. The BCC shall grant 120 hours per fiscal year to the leave pool. These hours will not be carried forward if time is not used. Bargaining Unit members may contribute Annual Leave Time, provided that all donated time is submitted to the Human Resources Department no later than the last pay period in September of each year. Human Resources shall maintain all records of pool time accrual and usage. The Union will be responsible for notifying Human Resources during the same pay period that the pool time is used. Pool time will be used in one-hour increments. Union Leave may be requested by submitting a Union Leave Request form to the Department Director or designee with the date/time of the requested absence and a description of the Union Business that will be performed. The County will consider requests by Union officers to engage in Union business and may approve requests at the discretion of the Department Director. Such time off shall not be unreasonably withheld, however, such time away from work will be permitted only with the advanced written approval of the Department Director or designee for each occasion. Requests for Union Leave may be denied if the employee's absence from regularly assigned work duties would pose an undue financial and operational burden on the Department. To ensure accurate timekeeping, the employee shall check-out with his/her supervisor upon departure, and check-in with the same supervisor upon return.

Union Leave shall not count as time worked for the purpose of calculating overtime compensation.

4.10 Notice to Union

With the employee's consent, the County will provide the Union with a copy of any written, formal disciplinary action given to a bargaining unit employee within five (5) business days of issuance.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Definitions

"ATU" or "Union" - Amalgamated Transit Union, Local 1395, AFL-CIO.

"County" - Escambia County Board of County Commissioners (BCC).

"Day(s)" - applicable to this contract, shall mean calendar days.

"Grievance" - an alleged violation of an express term of this agreement. Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, Letters of Counseling, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filing of a grievance must identify the specific article and section that is alleged to have been violated.

5.02 Election of Process

A. An employee shall indicate at Step 1 whether or not he/she shall be represented by the ATU. When the employee has elected the ATU as their representation, the ATU shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the ATU. Any decision mutually agreed to by the County and the Union shall be binding on the employee when election of a representative has been made. If requested by the employee as representation, the ATU shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the County and the ATU.

B. If the employee is not represented by the ATU, the counsel elected to represent that employee becomes the sole agent of the employee.

5.03 Procedure

A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.

B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the County to take the action complained of, subject, however, to adjustment (i.e., backpay) based on the final disposition of the grievance.

D. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the ATU or the County in other cases.

E. Grievances shall be presented and adjusted in the following manner and no one individual may respond to the grievance at more than one written step:

1. Oral Discussion

- (a) An employee having a grievance may, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the lowest ranking representative who has the authority to adjust the grievance for informal discussion. The management representative will make every effort to resolve the grievance promptly and will respond to the employee within five (5) days.
- (b) If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after the date of that response the occurrence of the event giving rise to the grievance, submit a formal grievance at Step 1 of the procedure.
- (c) If the employee elects not to utilize the oral discussion provision of this Section, the employee may file a formal grievance at Step 1, provided such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.
- (d) If there is no response by the County within the five (5) day time limit in an above, the failure to respond will constitute a denial and will allow the employee or his/her designee to go forward to Step 1 of filed within the time limits of (b) above.

2. Step 1

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

3. Step 2

- (a) If the grievance is not resolved in Step 1, the Union representative may submit it in writing to the County Administrator or his/her designated representative within ten (10) days after receipt of the decision at Step 1. The County Administrator or his/her designated representative will have a meeting with the employee, and his/her Union representative, to discuss the grievance.

- (b) The County Administrator or his/her designated representative shall communicate a decision in writing to the employee or his/her Union representative within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response by the County to the employee or the Union within the time limit, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.

4. Step 3—Arbitration

- (a) If the grievance is not resolved at Step 2, the Union representative may, within five (5) days after receipt of the decision at Step 2, appeal in writing to arbitration by providing written notice to the County Administrator and submitting a Request for Arbitration Panel on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS). If at the initial written step, the ATU refused to represent the employee because he/she was not a dues-paying member of the ATU, the employee may opt for arbitration. Employees covered under the provisions of this Agreement who are not represented by the ATU shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement; provided, however, such employee proceeding without the assistance of the ATU 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 \$2,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator.
- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party to strike first will be on a rotational basis
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. 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 County, the ATU, the grievant(s), and the employees in the bargaining unit. The decision of the arbitration hearing shall become final and binding on the parties of this Agreement when delivered to them in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitation shall apply:
 - (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 their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
- (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
 - (b) Limiting or interfering in any way with the powers, duties, and responsibilities of the County 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 express provisions of the Agreement.
- (6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- (7) The loser shall pay all of the arbitrator's charges. In the case of a split decision, the parties will equally share the arbitrator's fee. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.

5.04 Time Limits

- A. Failure to initiate a grievance within the time limits in Section 5 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure on the part of the County to communicate the decision on the grievance within the specified time limits shall permit the ATU or employee to proceed to the next step.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any

step of this procedure may be extended, in any specific instance, by mutual agreement in writing and signed by both parties.

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

5.05 Exceptions:

An employee or the ATU may challenge an employment action by the County through the Agreement's grievance and arbitration process or the Merit System Protection Board (MSPB), or its successor, but not both.

ARTICLE 6 DISCIPLINE

6.01 Purpose

A. Discipline is action taken against an employee when a rule of the County, Department, or Division is violated, when work performance is not satisfactory, or when inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.

B. The County generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious, discipline. This policy will not, however, be construed to limit the County's discretion to impose any type of discipline, including, but not limited to, suspension or termination, for serious violations regardless of disciplinary history.

6.02 Types of Discipline

A. The types of disciplinary action, in order of severity, are as follows:

1. Letter of Counseling – A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The "Notice of Letter of Counseling" provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level. The employee will be responsible for providing a copy of the Letter of Counseling to the Union.

2. Written Reprimand – A Written Reprimand is admonishment given to the employee in writing and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline for a repeated offense of minor violations or for the first offense of a more serious infraction. The "Notice of Written Reprimand" will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee's official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

3. Suspension Without Pay – A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand

has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Suspension without pay will be documented on the "Notice of Disciplinary Action" form, reviewed by the Human Resources Director, and approved by the County Administrator or designee.

4. Suspension With Pay -

(a) If it is determined by the Department Director or Division Manager that an employee poses a threat, such as health and safety, to himself, other employees or the public, or if it is suspected that wrong-doing of a serious nature has occurred, an employee may be immediately suspended with pay pending investigation.

(b) The Human Resources Director must be notified of the suspension as soon as possible, and not later than the next day of duty.

(c) The Human Resources Director may approve up to forty (40) hours Suspension with Pay. Subsequent extensions of this time may be requested and will require approval of the County Administrator or designee.

5. Termination – Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. Termination will be documented on the form "Notice of Disciplinary Action," reviewed by the Human Resources Director, and approved by the County Administrator or designee.

6.03 In General

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

B. Any disciplinary action placed in an employee's official personnel file shall remain part of the official file for the minimum statutory requirement established by the Records Retention Schedule of the State of Florida.

C. Absent grounds for immediate action, when suspension or termination is pending, the employee will be provided with notice prior to imposition of such action by the issuance of the "Notice of Pending Disciplinary Action" form. The employee will have three (3) business days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period shall be deemed acknowledgement of the disciplinary action. There may be occasions when prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.

D. Suspension (for any reason), termination, and unsatisfactory performance appraisals are permanent actions and will be retained in the official personnel file indefinitely.

E. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Director prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.

F. An effective discipline program is characterized by the application of rules and regulations. Generally, like offenses should result in similar disciplinary actions.

G. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense.

H. Other factors that may influence the severity of disciplinary action include, but are limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.

I. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.

J. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found in the table attached as **Appendix D**. This table provides examples of misconduct but may not be all-inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.

K. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, may result in termination on the first offense. Items are "unauthorized" if in violation of state or federal law or on County property without written permission of the Department Director or Division Manager. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on the first offense.

L. Infractions that are considered Ethics Violations may be further explained or defined by the Escambia County Code of Ethics Policy. This is not intended to prohibit traditional gift giving at times such as birthdays, holidays, retirement, etc., so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.

M. The County shall avoid any disciplinary action in public or the presence of co-workers.

6.04 Procedures and Appeals

A. Employees who have completed the probationary period and achieved regular full-time status may initiate review of disciplinary action involving suspension without pay or termination in accordance with the grievance procedure provided in Article 5.

B. Employees who are disciplined or discharged for acts occurring before completing the probationary period will not be entitled to invoke the grievance procedure provided in Article 5.

ARTICLE 7 SENIORITY

7.01 For the purpose of this Agreement, "seniority" shall, unless otherwise stated, be determined by the length of continuous years of service from the most recent date of hire in BCC employment. Bargaining unit members who are re-employed by the County within one year of the date of separation will retain past years of service for the purpose of determining seniority.

7.02 For the purpose of this Agreement, seniority will be used for the purpose of determining reductions in the work force pursuant to Article 13 and annual leave accrual as provided in the *BCC Human Resources Policies and Procedures Manual (HRPP)* and this Agreement.

ARTICLE 8 LEAVES

8.01 Bargaining unit members shall receive no less leave benefits than those that are available to non-bargaining unit BCC classified employees as outlined in the *BCC Human Resources Policies and Procedures Manual (HRPP)*. Leave accrual and usage shall be governed by the HRPP Manual. If, during the term of this contract, these benefits should be changed for BCC classified employees, the same shall apply to the bargaining unit members as well. This shall apply to leave benefits as follows:

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

8.02 Bargaining unit members who accrue seven (7) incidents of unscheduled leave within the time period of the start of an annual evaluation process until the end of that same annual evaluation time period shall receive a "does not meet standards" on the attendance portion of the employee's annual evaluation and may be subject to disciplinary action. Unscheduled leave is any leave requested less than 24 hours prior to the start of the employee's scheduled shift in which they are requesting leave. FMLA or bereavement leave shall not be defined as unscheduled sick leave. Leave shall be utilized in quarter hour increments.

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

8.04 Compensatory Leave

All compensatory leave accrued as of the first payday in September will be paid on the last payday in September of the fiscal year in which the leave was accumulated.

**ARTICLE 9
PERSONNEL RECORDS**

9.01 Personnel File

A. There shall be only one official personnel file for each employee in which commendatory or derogatory information is recorded. The record shall be maintained in the Escambia County Human Resources Office.

B. A collective bargaining unit member will have the right to review his/her own official personnel file at reasonable times, as designated by the BCC, under the supervision of the designated records custodian.

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

**ARTICLE 10
HOURS OF WORK AND OVERTIME**

10.01 Overtime in General and On-Call Time

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

10.02 Authorized Overtime

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

10.03 Types of Overtime

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

A. **Scheduled**—Overtime that is announced in advance and, in most cases, involves the entire department/division. This type of overtime becomes a mandatory part of the required workweek. The Department Director or Division Manager will have discretion to excuse employees from performing scheduled overtime on a case-by-case basis.

B. **Intermittent**—Overtime that is required to complete work that is normally completed during regular hours, and generally becomes necessary in response to extenuating or emergency circumstances. Working this overtime is mandatory unless it is clearly made voluntary by the appropriate supervisor.

C. **Designated Holidays**—Overtime (time and a half) shall commence only after 40 hours actually worked has been exceeded for the week.

10.04 On-Call

The County agrees to abide by the Fair Labor Standards Act.

**ARTICLE 11
MANAGEMENT RIGHTS**

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Communications by the Union with any department or division of the County shall be coordinated in advance through Human Resources.

**ARTICLE 12
WAGE RATES**

The wage rate for each bargaining unit member classification will be determined by the pay grade schedule, attached hereto and incorporated herein as **Appendix E**.

**ARTICLE 13
REDUCTION IN FORCE**

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

**ARTICLE 14
RETIREMENT BENEFITS**

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

**ARTICLE 15
MISCELLANEOUS BENEFITS**

15.01 Employee Assistance Program

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

15.02 Temporary Light Duty

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

15.03 On the Job Injuries

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

15.04 Tool Allowance

The County agrees that all employees qualified to receive a tool allowance shall receive ninety-five (\$95.00) per month.

15.05 Blood Donations

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

15.06 Tuition Reimbursement Program

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

15.07 Wearing of Shorts

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

15.08 Differential Pay

All bargaining unit employees required to begin their shift on or after 2:00 p.m. shall receive one dollar (\$1.00) per hour above their base hourly rate as shift differential pay for this contract period. The County retains the discretion to begin shifts on or after 12:00 p.m. on a seasonal basis and will notify the Union of such shift modifications.

15.09 Longevity Pay

Longevity Pay increases that were provided prior to September 20, 2009 shall remain in effect.

15.10 Prescription Safety Glasses

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

**ARTICLE 16
INSURANCE**

16.01 The County shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), and Life Insurance to bargaining unit members at the same levels of coverage and cost of benefits as provided to other regular County employees.

16.02 The Union will have one representative on the Employee Benefits Committee representing the interest of the bargaining unit.

**ARTICLE 17
PAYDAYS**

17.01 Dates of Pay

All County employees shall be paid every fourteen (14) days as directed by the Office of Finance, Clerk of the Court.

17.02 Direct Deposit

Employees will have their paychecks sent directly to their bank or credit union.

17.03 Flex Time

Classified employees working full-time may be permitted to work a varied workday or stagger work hours as provided in the BCC Flexible Work Scheduling Policy subject to the approval of the Division Manager.

**ARTICLE 18
HOLIDAYS**

18.01 Bargaining unit employees will be granted the same holidays as all other County employees.

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

**ARTICLE 19
PROBATIONARY PERIOD**

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

19.02 Employee Rights

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

19.03 New Employees

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

19.04 Orientation

With the employee's consent, the Union will be permitted up to one (1) hour during the new employee orientation to address newly hired employees whose job classification falls within the bargaining unit. The Union will coordinate scheduling with the Human Resources Director or designee on a monthly basis.

**ARTICLE 20
OUT OF CLASSIFICATION PAY**

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

**ARTICLE 21
DURATION OF AGREEMENT**

This Agreement shall be effective, following ratification by both parties, upon the date last executed and continue for a term of three (3) years expiring on September 30, 2024. For contract year 2022/23 and 2023/24, the Agreement may be reopened for interim negotiations on Article 12- Wage Rates.

**ARTICLE 22
SUCCESSOR CLAUSE**

This Agreement shall be binding on the successors and assigns of the parties.

**ARTICLE 23
TOTALITY OF AGREEMENT**

23.01 Limitation

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

23.02 No Further Obligation to Bargain

The County and Union, 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 matter, whether or not referred to or covered by his Agreement, except as provided in Article 3.05, even though such subject matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

23.03 Modifications

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

[SIGNATURE PAGE TO FOLLOW]

This is to certify that the members of the above referenced collective bargaining unit certified as Certification Number 1332 by the Florida Public Employees Relations Commission (PERC) ratified this Agreement on the 20 day of OCTOBER, 2021.

UNION: AMALGAMATED TRANSIT UNION
LOCAL 1395, AFL-CIO

Witness: [Signature]

[Signature]
President

Witness: [Signature]

Date: 10/21/21

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Agreement on the 21st day of October, 2021.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Robert Bender, Chairman

Date: 10/22/2021

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 10-20-2021



ATTEST: PAM CHILDERS
Clerk of the Circuit Court

[Signature]
Deputy Clerk

APPENDIX A

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS,	:	
	:	
Petitioner,	:	Case No. UC-2010-003
	:	
v.	:	<u>ORDER MODIFYING</u>
	:	<u>CERTIFICATION 1332</u>
LOCAL UNION 1395, AMALGAMATED TRANSIT UNION – AFL-CIO.	:	Order Number: 10E-195
	:	Date Issued: June 1, 2010
Respondent.	:	

Michael Mattimore and Jason E. Vail, Tallahassee, attorneys for petitioner.

Michael A. Lowery, Pensacola, representative for respondent.

On January 27, 2010, the Escambia County Board of County Commissioners (County) filed an unopposed unit clarification petition seeking to modify a bargaining unit of operational services employees represented by Local Union 1395, Amalgamated Transit Union – AFL-CIO. See Amalgamated Transit Union Local 1395, AFL-CIO v. Escambia County Board of County Commissioners, Case No. EL-2001-017 (Fla. PERC June 18, 2001) (Certification 1332). The petition was amended by the County, without objection, on March 11 and April 30. On May 7, the hearing officer issued an order recommending that the petition, as amended, should be granted.¹

¹We note a scrivener's error on page four of the recommended order. The new classification for the heavy equipment mechanic in the Public Works Bureau, Road Division, is listed as "Fleet Maintenance." Based on the amended petition filed on March 11, the new classification should be "Fleet Maintenance Technician." The new classification is correctly listed on Attachment A.

Neither party filed exceptions to the recommended order. Upon review, the Commission agrees with the recommended analysis. Accordingly, the recommended order is incorporated herein and certification 1332 is clarified to read:

INCLUDED: All full-time and regular part-time employees employed by the Escambia County Board of County Commissioners in the classifications listed in Attachment A.

EXCLUDED: All other employees of the Escambia County Board of County Commissioners. (See Attachments B, C, and D).

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2009), and the Florida Rules of Appellate Procedure.

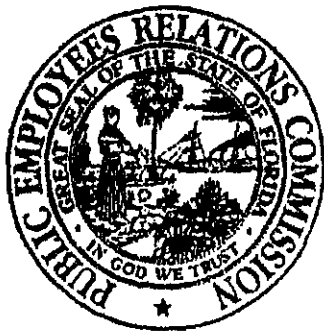
It is so ordered.

RAY, Chair, VARN and DELGADO, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on June 1, 2010.

BY: Barry Edman
Clerk

/bjk



ATTACHMENT A

Building Trades Investigator (Building Inspections Division)
Custodial Worker (Public Works, Facilities Management Division)
Environmental Technician (Neighborhood Community Services Bureau,
Solid Waste Division)
Equipment Operator II (Neighborhood Community Services Bureau,
Solid Waste Division)
Equipment Operator II (Public Works Bureau, Road Division)
Equipment Operator III (Neighborhood Community Services Bureau,
Solid Waste Division)
Equipment Operator III (Public Works Bureau, Road Division)
Equipment Operator IV (Neighborhood Community Services Bureau,
Solid Waste Division)
Equipment Operator IV (Public Works Bureau, Road Division)
Fleet Maintenance Specialist (Public Works Bureau, Road Division)
Fleet Maintenance Technician (Neighborhood Community Services Bureau,
Solid Waste Division)
Fleet Maintenance Technician (Public Works Bureau, Road Division)
Fleet Maintenance Technician (Public Works, Mosquito Control Division)
Fleet Maintenance Worker (Public Works Bureau, Road Division)
Fuel Distribution Assistant (Public Works Bureau, Road Division)
Landfill Service Worker (Neighborhood Community Services Bureau,
Solid Waste Division)
Maintenance Technician (Neighborhood Community Services Bureau,
Parks Programs Division)
Maintenance Technician (Public Works Bureau, Parks/Marine Division)
Maintenance Technician (Public Works, Facilities Management Division)
Maintenance Worker (Neighborhood Community Services Bureau,
Parks Programs Division)
Maintenance Worker (Public Works Bureau, Parks/Marine Division)
Maintenance Worker (Public Works, Facilities Management Division)
Storekeeper/Warehouse Tech (Public Works, Facilities Management Division)
Mosquito Control Technician (Public Works, Mosquito Control Division)
Road Construction Specialist (Public Works Bureau, Road Division)
Storekeeper/Warehouse Tech (Public Works Bureau, Road Division)

ATTACHMENT B
(Supervisory)

Administrative Assistant (3201-6710-111)
Administrative Assistant (3201-6730-186)
Air Conditioning & Refrig. Shop Sup.
Animal Control Officer
Animal Control Supervisor
Assistant Purchasing Manager
Assistant Road & Bridges Superintendent
Battalion Chief
Building Codes Supervisor
Building Plans Examiner II
Chief of Operations
Chief, Administration
Chief, Building Codes Inspector
Chief, Code Enforcement
Chief, Comm. Redevelopment Agency
Chief, Communications
Chief, Construction Manager
Chief, Emergency Management
Chief, EMS Billing
Chief, EMS Operations
Chief, Eng. & Envr. Quality
Chief, Environmental Qual.
Chief, Facilities Maintenance
Chief, Landfill Operations
Chief, Marine Resources
Chief, Plans & Operations
Chief, Real Estate Acquisitions
Chief, Recycling Operations
Chief, Special Projects
Chief, Technical Services
Chief, Telecommunications
Chief, Traffic Safety
Code Enforcement Officer III
Conservation Supervisor
Const./Main. Manager
Construction Main. Supervisor II
County Administrator
County Engineer
Custodial Supervisor
Department Director

Deputy Chief
Director, Admin. Service Dept.
Director, Animal Regulations
Director, Community Services
Director, Fire Services
Director, General Services
Director; Public Safety
Electrical Shop Supervisor
Emergency Communications
Emergency Medical Tech.
Emergency Mgmt. Training
EMS Manager
EMS Quality Assurance
EMS Shift Supervisor
Facilities Resource Manager Field Supervisor
Fire Chief
Fire Lieutenant
Firefighter
Firefighter Trainee
Fleet Maintenance Superintendent
Fleet Maintenance Supervisor
Food Service Manager I
Fuel Distribution Supervisor
Information Systems Coordinator
Kennel Technician
Lead Equipment Mechanic
Medical Records Technician
Mosquito Control Program Manager
Paramedic
Parks Construction Inspector
Planner II
Planning Manager
Prison Superintendent
Public Information Officer
Public Safety Analyst
Purchasing Agent III
Purchasing Manager
Purchasing Supervisor
Solid Waste Director
Storekeeper/Warehouse Supervisor
Superintendent of Roads & Bridges
Workfare Program Coordinator

ATTACHMENT C
(Lack of Community of Interest)

Administrative Assistant
Assistant County Attorney
Chief, Development Services
Chief, Long Range Planning
Chief, Technical Support Services
Clerk Typist
Confidential Assistant
Corrections Corporal
Corrections Lieutenant
Corrections Officer
Corrections Officer-Trainee
Corrections Sergeant
County Attorney
Deputy County Attorney
Director, Growth Management
Executive Secretary
Human Resource Analyst
Law Clerk
Legal Secretary
Legal Secretary I
Legal Secretary III
Litigation (Chief) Attorney
Medical Corrections Officer
Office Manager
Paralegal
Park Caretaker
Planner I
Planner II
Planner III
Prison Superintendent
Public Safety Department employees
Receptionist
Road Corrections Officer
Senior Planner
Special Projects Coordinator

ATTACHMENT D
(Professional Employees)

Accountant I
Acting Risk Manager
Architect
Automation Analyst
Chief, Facilities Maintenance
Chief, Geographic Inf. Systems Spec,
Chief, Network Services
Chief, Systems Services
Chief, Telecommunications
Const./Main. Manager
County Administrator
County Engineer
County Surveyor
Data Base Administrator
Director, Community Services
Director, Information Resources
Employment & Training Monitor
Engineer I
Engineer II
Engineer III
Environmental Education
Environmental Specialist
Geographic Inf. System Spec.
Human Resource Analyst
Human Resource Manager
Information Systems Coordinator
Information Systems Supervisor
Information Systems Technician
Job Development Specialist
Manager, Network Services
OMB Analyst
OMB Manager
Planner II
Purchasing Agent III
Purchasing Manager
Purchasing Supervisor
Real Estate Acquisition Agent
Senior Information Systems Tech.
Sr. Information Systems Analyst
Traffic Engineer
Transportation Planner

APPENDIX B



Amalgamated Transit Union Local 1395, AFL-CIO

Escambia County, Florida / Operational Unit Union Dues Check off Authorization, Assessments/Fines, Initiation Fee & ATU-COPE deductions (if applicable)

Print Name

Social Security Number

As an employee of the Board of County Commissioners, Escambia County authorizes my Employer to deduct from my regular salary, monthly membership union dues to be taken out the first and second bi-weekly pay periods of each month. Also, if applicable, a one-time initiation fee for new membership to be establish by the Labor Organization. Also, if applicable, any assessments/fines approved by the Union membership or Executive Board of the Local Union which will be provided in writing by the Local Union President / Business Agent or the Financial Secretary / Treasurer. Lastly, if applicable, deduction of ATU-COPE contributions as provided on the ATU-COPE deduction form.

Please begin my deductions with the first pay period following the date of this authorization form is received by the Escambia County H.R. Department and the Escambia County Clerk of the Court office (payroll) and continue such deductions until: (1) such membership monthly union dues authorization is revocable at the employee's request upon 30 days written notice to the employer and the labor organization. (2) The assessment/fine has been stopped by a letter by the President / Business Agent and/or Financial Secretary / Treasurer to the Employer and the Clerk of the Court office. (3) Written notice by the Employee to the

Employer and copied to the Union to stop the ATU-COPE deductions (if applicable).

Deductions made pursuant to this authorization shall be transmitted to the Amalgamated Transit Union Local 1395, AFL-CIO.

My signature hereon is authorization to release my social security number when reporting dues deduction for tax purposes.

Date signed

Signature of New Union Member

Union Officer witness signature

Cc: ATU Local 1395, Financial Secretary / Treasurer
Human Resource Department, BOCC
Escambia County Clerk of Court, Payroll
File

Ref: See Florida Statute 447.303 Dues, deduction and collection

APPENDIX C

TERMINATION OF UNION DUES

MEMORANDUM

TO: Human Resources

From: _____
Employee Name (Print Clearly) Department / Division

Date: _____

Re: Termination of Union Dues

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

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

SSN: _____

Cc: ATU Local 1395, FST
Clerk of Court (payroll)

APPENDIX D

Infraction Categories/Reference Codes

<u>Violation Reference</u>	<u>Infraction</u>	<u>Category</u>
IN-1	Disregard for or willful failure to follow the instruction or direction of a supervisor	Insubordinate Conduct
IN-2	Abusive verbal conduct directed at a supervisor within the employee's chain-of-command.	Insubordinate Conduct
IN-3	Failure to work overtime, special hours, or special shifts or be on stand-by, as directed	Insubordinate Conduct
ND-1	Violation of any County, department or division rule or directive	Neglect of Duty
ND-2	Inability to perform up to accepted work standards	Neglect of Duty
ND-3	Tardiness, absenteeism and/or misuse of leave	Neglect of Duty
ND-4	Willful neglect in performance of duties	Neglect of Duty
ND-5	Job abandonment for 3 consecutive scheduled workdays, or 2 consecutive 24-hour shifts.	Neglect of Duty
ND-6	Leaving the assigned work area during regular working hours without permission or until relieved	Neglect of Duty
ND-7	Absence without approved leave, including failure to call in or report an absence to a supervisor the day the absence begins.	Neglect of Duty
ND-8	Being identified as "preventable" in an accident or collision by an investigative board or law enforcement authority while the operator of a County vehicle or piece of equipment.	Neglect of Duty
ND-9	Failure to maintain licenses, certifications and/or other professional credentials required for employment or failure to notify appropriate County officials of their loss, suspension, or revocation.	Neglect of Duty
ND-10	Suspension or revocation of Driver License or Commercial Driver License (CDL) if it is required for the performance of job duties.	Neglect of Duty
ND-11	Willful or negligent violation of a safety policy which results in property/equipment damage or personal injury.	Neglect of Duty

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

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

APPENDIX E

Wage Rates:

The base rate for each bargaining unit classification will be as follows:

<u>JOB CLASSIFICATION</u>	<u>Current Paygrade</u>	<u>Current Base Rate</u>	<u>Proposed Pay Grade</u>	<u>Proposed Base Rate</u>
Custodial Worker	A11	\$10.20	A7	\$14.74
Equipment Operator II	B21	\$12.49	A9	\$16.25
Equipment Operator III	B22	\$14.54	B2	\$17.92
Equipment Operator IV	B23	\$16.63	B4	\$19.75
Fleet Maintenance Specialist	B23	\$16.63	B4	\$19.75
Fleet Maintenance Technician	B22	\$14.54	B2	\$17.92
Fleet Maintenance Worker	B21	\$12.49	A9	\$16.25
Fuel Distribution Assistant	A12	\$10.71	A7	\$14.74
Landfill Service Worker	A13	\$11.25	A8	\$15.48
Maintenance Technician	B22	\$14.54	B2	\$17.92
Maintenance Worker	B21	\$12.49	A9	\$16.25
Mosquito Control Technician	A13	\$11.25	A8	\$15.48
Road Construction Specialist	B22	\$14.54	B2	\$17.92
Storekeeper Warehouse Technician	A13	\$11.25	A8	\$15.48

Effective upon the first full pay cycle following the effective date of this Agreement, the pay rate for all current incumbents in each bargaining unit classification will be placed at the step closest to their current rate in the specified pay grade on the BCC Pay Scale without incurring a decrease in pay rate. In addition, a 4% COLA will be applied to each employee's rate.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 10-22-2021

TO: Crystal Dadura
Human Resources Department

BCC: 10-21-2021

CAR I-9 Collective Bargaining Agreement Between Escambia County and the
Amalgamated Transit Union Local 1395, AFL-CIO

Please Initial and Date
Below on Line Provided

Sj 10-22-2021

Sam Jernigan, Program Coordinator, County Administration

Attached for your further handling is one original of the document
noted above. The Clerk's Office retained one original for filing with
the Board's Minutes.

Thank you.

Department Representative – (Comments as Applicable)

Return This Cover Page & Documents (as applicable) to Sam Jernigan