

Escambia County
Clerk's Original

9/21/2023 CABII-49

MEMORANDUM OF UNDERSTANDING

The undersigned acknowledge and agree that the attached document represents the final tentative collective bargaining agreement between the Escambia County Board of County Commissioners and the Local 1395 of the Amalgamated Transit Union to include those issues agreed to by the parties and those disputed impasse issues resolved by the Board of County Commissioners on March 23, 2023, and said tentative agreement will be submitted to the public employees who are members of the bargaining unit certified by the Public Employees Relations Commission (Certification #1938) and the Board of County Commissioners for ratification.

Witness: [Signature]
Witness: [Signature]

Witness: Joni Gandy
Witness: [Signature]

UNION:
[Signature]
President
Date: 9-18-2023

COUNTY:
[Signature]
Wesley J. Moreno, County Administrator
Date: 9-15-23

Date: 9/26/2023 Verified By: [Signature]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC)

AND THE

LOCAL 1395 OF THE AMALGAMATED TRANSIT UNION/AFL-CIO

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THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the Local 1395 of the Amalgamated Transit Union/AFL-CIO (hereinafter referred to as "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE 1
RECOGNITION AND GENERAL PROVISIONS

SECTION 1: Definitions

For the purpose of this Agreement, the term "*bargaining unit*" shall include the following classifications in the unit as certified by the Public Employees Relations Commission (Certification #1938): full-time and part-time bus operators; trolley operators; customer service associates; maintenance employees, which shall include technicians (Master, I-III & P), fuelers, and cleaners; building maintenance associates; and grounds maintenance associates.

The term "*employee*" shall mean bargaining unit employees coming within the scope of this Agreement. When the pronouns "he" or "she" are used in this Agreement, the intent is to mean both genders, no matter which pronoun is used.

The term "*business day*" shall mean any calendar day not including Sundays, Saturdays or legal holidays observed by the County.

SECTION 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. The County and Union agree that each party shall honor and abide by the provisions governing Public Employee Labor Organizations as set forth in Chapter 447, Florida Statutes.

Subject to the foregoing paragraph, the County agrees that the Union shall be the sole bargaining agent for all employees of the bargaining unit as defined above.

SECTION 3: Union Dues

The County agrees to deduct Union membership dues and uniform assessments in accordance with Section 447.303, Florida Statutes, and as authorized by the waiver (Order No.: 23MS-176) granted pursuant to Section 447.207(12)(a), Florida Statutes, in an amount established by the Union and certified in writing from the pay of bargaining unit employees who individually make such a request on a written check-off authorization form provided by the Union. Such deductions will be made by the County on the first and second payday of each month and will begin with the first full pay period following receipt of the written authorization form. The Union will provide written notice of any changes in the amount of the deduction at least thirty (30) calendar days prior to the effective date. The parties acknowledge that processing of payroll deductions is controlled by the Escambia County Clerk of the Court.

Dues will be provided to the Union Financial Secretary or President as soon as possible with reasonable allowance for processing by the Office of the Clerk of the Court, Payroll Division.

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

In the event an employee's wages within any pay period, exclusive of priority deductions for withholding, social security, retirement, health insurance, etc., are not sufficient to cover union dues, the Union will be solely responsible for collecting any union dues owed during that pay period directly from the employee.

Deductions for Union dues and across-the-board assessments, if any, shall continue until either: 1) revoked by the employee by providing the County 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.

The Union assumes full responsibility for the disposition of the monies so directed once they have been turned over to the Union. The Union further agrees to indemnify and hold the County harmless against all claims, suits, or other forms of liability arising out of the deduction of money for the Union dues from an employee's pay.

SECTION 4: Non-Discrimination

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

ARTICLE 2 **PROBATIONARY PERIOD**

SECTION 1: The probationary period as herein established is to provide a trial period during which the County may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. Such probationary period shall be for ninety (90) calendar days from the established "date of employment," provided, however, that when an employee's probationary period is interrupted by five (5) or more consecutive days, this time will be added on to the employee's probationary period. The County may extend the probationary period an additional thirty (30) calendar days for all bargaining unit employees on an individual basis with written notice to the employee and Union.

SECTION 2: All rights, benefits and privileges, including the application of grievances, up to, but not including arbitration, shall be applicable to probationary employees, except for matters regarding a probationary employee's qualifications, discipline, performance evaluation(s), or dismissal. If, during the probationary period, the employee does not meet the necessary qualifications for the position or, in the County's sole discretion, the employee is otherwise deemed unsuitable, the employee may be terminated and shall have no recourse to grieve the termination.

SECTION 3: The name, position, and date of hire of any new employee whose position falls within the scope of the Agreement will be given to the President of the Union on a monthly basis. 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 may coordinate scheduling with the Human Resources Director or designee.

ARTICLE 3 **DISCIPLINE OF EMPLOYEES**

SECTION 1: Unless otherwise stated in this Agreement, the terms provided in the *Escambia County BCC Discipline Policy, Section II, Part C. 2*, as amended November 6, 2014, and the *Human Resources Department Policies and Procedures Manual*, as revised June 2, 2022,

relating to Discipline for Classified Employees shall govern discipline for bargaining unit employees.

SECTION 2: Appeal

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 4**.

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 4**.

C. Trolley Operators and all Part-Time employees who have completed the probationary period may appeal disciplinary action involving suspension without pay or termination through Step 2 of the grievance procedure provided in **Article 4**.

ARTICLE 4
GRIEVANCE AND GRIEVANCE PROCEDURES

SECTION 1: Definitions

"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.

A "grievance" is defined to be:

- A. Any dispute between the County and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth; and
- B. Any dispute between the County and the Union as to whether or not any employee was suspended or discharged for just cause.

A grievance must identify the specific article and section that is alleged to have been violated.

SECTION 2: Election of Process

A. An employee shall indicate at Step 1 or at any time thereafter whether or not he/she shall be represented by the Union or other designated representative. When the employee has designated the Union as his/her representative, management will notify the Union of any grievance meetings and provide copies of any written communication concerning the grievance or its resolution. Any decision mutually agreed to by the BCC and the employee's designated representative shall be binding on the employee when election of a representative has been made. If requested by the employee, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

B. If the employee is not represented by the Union, the employee will be permitted to avail him/herself of the grievance procedures established herein. Any such employee processing an appeal will be bound by the grievance procedures established by the terms of this Article. Management will notify the Union of any grievance meetings and provide copies of any written communication concerning the grievance or its resolution.

SECTION 3: Procedure

A. 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 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 Union or the County in other cases.

E. Grievances shall be presented and adjusted in the following manner:

1. Oral Discussion

(a) Before filing a written grievance, the employee may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance to his/her supervisor for informal discussion.

(b) If the grievance is not resolved by informal discussion, the employee may, within seven (7) days after the date of 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 seven (7) days following the occurrence of the event giving rise to the grievance.

2. Step 1

(a) No grievance will be valid unless submitted in writing within seven (7) days following the occurrence of the event giving rise to the grievance. When filing a grievance, the employee or his/her representative shall submit a grievance form to the Mass Transit Director or designee setting forth the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested. The grievance form will also specify whether the employee will be represented during the grievance process.

(b) The Mass Transit Director or designee will provide a decision in writing to the employee and his/her representative, if any, within ten (10) days following receipt of the written grievance.

(c) If there is no response from the County within ten (10) days, the grievance may be appealed to Step 2 of the procedure within five (5) days of the expiration of the ten (10) day time limit.

3. Step 2

(a) If the grievance is not resolved in Step 1, the employee or his/her representative may submit the grievance in writing to the County Administrator or designee within seven (7) days after receipt of the decision at Step 1. The County Administrator or designee will have a meeting with the employee and his/her representative to discuss the grievance.

(b) The County Administrator or designee will provide a decision in writing to

the employee or his/her designated representative, if any, within fifteen (15) days following receipt of the written grievance.

- (c) If there is no response from the County within the fifteen (15) day time limit, the grievance may be appealed to Step 3 of the procedure by invoking the arbitration process within seven (7) days of the expiration of the fifteen (15) day time limit.
- (d) If the grievance is not resolved at Step 2, the employee must elect whether to pursue the appeal through the arbitration process as described below or utilize the Merit System Protection Board (MSPB) as the final step. The employee's election shall be binding, and no alternative avenue for appeal will be available.

4. Step 3—Arbitration

- (a) If the grievance is not resolved at Step 2, the employee or his/her representative must, within seven (7) days after receipt of the decision at Step 2, invoke the arbitration process 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). Employees covered under the provisions of this Agreement who are not represented by the Union 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 Union 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 \$5,000. 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. Failure to timely post a bond will be considered a waiver of the arbitration process under Step 3, and the resolution of the grievance at the previous step will be final and deemed accepted by the grievant.
- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) Roster of Arbitrators for the selection of 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 determined on an alternating basis. The parties shall select an arbitrator within ten (10) days of receiving a list from FMCS or within ten (10) days of posting a bond as provided above, and the party who invoked arbitration will promptly submit the Instructions and Appointment Statement to FMCS within two (2) days of the parties' selection.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. In-person hearings will be held in Escambia County, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. Once the hearing date is scheduled, a continuance may only be granted by the arbitrator for good cause.

- (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. When considering a grievance, the following provisions and limitations shall apply:
- (1) The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close 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/her decision strictly to the application and interpretation of the specific provisions of this Agreement 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 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 express provisions of the Agreement.
 - (6) The arbitrator has the authority in the award to make the grievant whole, which may include wages, benefits, seniority, and other conditions of employment; however, the following limitations shall apply to monetary awards:
 - (a) No award for back pay shall exceed the amount of any pay the member would otherwise have earned at his regular rate of pay, and no such back pay shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration; and
 - (b) The award shall not exceed the actual loss to the grievant and will not include punitive damages and, in a case involving discharge, will be reduced by the amount of unemployment compensation received by the member

during the period of time affected by the award.

- (7) The parties shall pay all of the arbitrator's charges equally. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives. If a grievance is resolved through settlement prior to arbitration and the selected arbitrator charges a cancellation fee, the fee shall be shared equally by the parties. If a grievance is withdrawn after an arbitrator has been selected, the party withdrawing the grievance will be responsible for the arbitrator's fee, if any.
- (8) All arbitration hearings will be recorded. If the parties agree to hire the services of a court reporter, the parties will equally share the court reporter's fee to attend the hearing and the cost to produce the arbitrator's transcript. The parties may obtain copies of the hearing transcript at their own cost.
- (9) Arbitration decisions shall be final and binding on the parties if rendered in compliance with this Agreement, subject to either party's right to seek to have the award set aside pursuant to the provisions of the Revised Florida Arbitration Code, Chapter 682, Florida Statutes.
- (10) Issues of Arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a preliminary hearing conducted by conference call. The Arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an Arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.

SECTION 4: Time Limits

- A. Failure to initiate a grievance within the time limits specified in this Article 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, and the decision shall be final and binding on the parties.
- 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 Union or employee to proceed to the next step as provided above.
- 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.

SECTION 5: Exceptions

- A. An employee or the Union may invoke the grievance procedure set forth in this Article or the Merit System Protection Board (MSPB), or its successor, but not both.

B. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to file a grievance with respect to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceedings.

ARTICLE 5 **UNION LEAVE**

A. This Article shall apply to Union officials who are members of the bargaining unit and presently employed by the County. 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.

B. For the purpose of this Article, the term *Union Business* shall mean conducting direct representation of ECAT bargaining unit employees (Certification #1938) represented by the ATU Local 1395 as authorized by the Public Employees Relations Commission. See *Allen v. Miami Dade College Bd. of Trustees*, 43 FPER ¶6 (2016). Direct representational activities will include attending collective bargaining sessions, disciplinary meetings, grievance hearings, and arbitration hearings.

C. During the three-year term of this Agreement, the County agrees to provide one hundred and twenty (120) hours per year to a Union Leave pool that may be authorized by the County as Union Leave with Pay to conduct Union Business. In the event that one hundred and twenty (120) hours is exhausted during a contract year, a maximum of forty (40) additional hours may be contributed per year to the Union Leave pool by bargaining unit members who elect to donate accrued Annual Leave that may be authorized by the County as Union Leave with Pay to attend grievance hearings. Any unused hours remaining in the Union Leave pool at the end of each year will not carry over to the next year.

D. Designated union officials may request Union Leave with Pay to conduct Union Business by submitting a Union Leave Request form to the Transit Director or designee with the date/time of the requested absence and a description of the Union Business that will be performed. Unless immediate representation is required, all requests for Union Leave must be submitted no less than five (5) business days in advance of the requested leave. Employees who are granted leave for less than a full shift must report to their supervisor upon leaving and returning to work.

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

F. All requests for Union Leave will be granted at the sole discretion of the Transit Director. Requests for Union Leave may be denied if the employee's absence from regularly assigned work duties would pose an undue financial or operational burden on the Mass Transit Department.

ARTICLE 6 **LEAVES**

Except as otherwise specified in this Agreement, all full-time bargaining unit members shall be eligible to receive the same leave benefits that are available to other County classified employees as outlined in the *Human Resources Department Policies and Procedures Manual*, as revised June 2, 2022.

ARTICLE 7
JOB POSTINGS AND PROMOTIONS

SECTION 1: When the County determines that a vacancy exists in a bargaining unit classification, the County will make every effort to fill the vacant position with qualified applicants currently employed by Escambia County, provided that the applicants have the ability and qualifications required for the position.

The County retains the sole discretion to determine whether an employee or other applicant is qualified to perform the job requirements of a vacant position. All applicants must meet the applicable job qualifications as posted by the County.

SECTION 2: Bargaining unit employees who are promoted or reassigned to a different classification will be on probation for ninety (90) calendar days. If an employee fails to satisfactorily complete the probationary period or is otherwise deemed unqualified to perform the duties of the position, he/she may return to his/her former position in accordance with the provisions of the *Human Resources Department Policies and Procedures Manual*, as revised June 2, 2022. The County retains the sole discretion to determine whether an employee has satisfactorily completed the probationary period, and an employee may not seek relief through the grievance procedure if deemed unqualified for promotion or reassignment.

SECTION 3: Unless otherwise specified in this Agreement, promotions, demotions, and reassignments will be governed by the provisions of the *Human Resources Department Policies and Procedures Manual*, as revised June 2, 2022.

ARTICLE 8
PHYSICAL EXAMINATIONS

SECTION 1: Each employee covered by this Agreement agrees to submit to a physical examination not less than once every two years or as required to maintain appropriate licensing. The County shall select the examining physician and the cost of such examination shall be borne by the County. Physical examinations will be given approximately thirty (30) days prior to the expiration of their current DOT physical. It is understood that the County will work with the employee to arrange the appointment for the physical examination to be scheduled on the employee's day off or off-time, but if convenient to both parties, it shall be scheduled during the employee's scheduled hours. The employee may be sent on the clock at regular pay, but the time will not count towards overtime. If the employee is scheduled during his/her off-time, it is understood the County will pay the employee 1.5 hours regular pay, and this shall not constitute work time.

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

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

own expense be examined by a physician of his own choosing.

If the conclusion of the physician of his own choosing and the physician designated by the County disagree as to said employee's capability to perform the required work the two physicians shall choose a third physician, and the cost of the examination of the third physician shall be divided equally between the County and the employee. A majority decision of the three physicians shall be final.

ARTICLE 9 **EMPLOYEE AND DEPENDENT TRANSPORTATION**

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

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

SECTION 2: Employees of the County will not be required to show identification when boarding the bus as long as their employment status can be verified with operations and/or they can be recognized by the bus operator. All dependents will be required to show current County identification before transportation will be provided.

ARTICLE 10 **SAFETY AND TRAINING**

SECTION 1: Except as otherwise specified in this Agreement, the terms of the *Escambia County Safety Policy*, dated May 2015, the *System Safety Program Plan (SSPP)*, and the *Public Transportation Safety Agency Safety Plan (PTASP)* will be applicable to bargaining unit employees.

The terms of the *ECAT Substance Abuse Management Policy* shall apply to all safety sensitive bargaining unit employees. The terms of the *Escambia County BCC Substance Abuse Policy* shall apply to all non-safety sensitive bargaining unit employees.

It is recognized by the parties to this Agreement that the Transit Department is designated as Emergency Support Function (ESF) 1, Transportation Unit, in the emergency management structure for emergency and disaster response.

All employees will be required to attend regularly scheduled safety and training meetings and any special safety and training meetings. Employees who are required to attend a meeting on their day off shall receive not less than two (2) hours to attend the meeting. Failure to attend required safety and training meetings shall result in an unexcused absence and the employee will be subject to progressive discipline including termination.

If possible, the County will provide notice of mandatory special safety and training meetings a minimum of five (5) business days before the meeting.

SECTION 3: Accident Investigation Procedures

Qualifying accidents/incidents will be investigated in accordance with the procedures provided in Section IV of the *Escambia County Safety Policy*, dated May 2015. Any employee who is involved in an accident/incident involving a County vehicle, a passenger, or other employee must immediately report the incident to management and submit an incident report in accordance with County policy. Unless granted an extension, the report shall be submitted to management by the end of the employee's scheduled work shift the day the incident occurred.

In the interest of safety, operators shall immediately report to management any concerns regarding the condition of an assigned bus. Operators will not be required to operate a bus that is deemed unsafe due to a mechanical condition.

SECTION 4: Incident Review Board

The County Incident Review Board (IRB) will conduct a thorough analysis of all qualifying accidents/incidents in accordance with Section VII, M of the *Escambia County Safety Policy*, dated May 2015. A qualifying accident is one involving \$1,000 or more in property damage and/or injury requiring medical treatment. Following the investigation, the IRB will present its findings as:

- a. Primary Cause;
- b. Contributing Factors; and
- c. Other Findings with recommended corrective action.

The County's Risk Manager will submit the IRB's findings to the Mass Transit Director.

The Safety Manager shall review and investigate all accidents/incidents involving a County/ECAT vehicle and make a recommendation to the Mass Transit Director as to whether the accident was "preventable" or "not preventable" and the degree, if any, the employee contributed to the accident.

The Mass Transit Director will review the recommendation of the Safety Manager and the findings of the IRB, if applicable, and render a written decision as to whether the accident was preventable. The Mass Transit Director will also provide notice to the employee of any resulting disciplinary action.

ARTICLE 11

CDL RENEWAL REIMBURSEMENT

If an employee provides a receipt showing that they paid for the renewal of their Commercial Driver's License (CDL), the County will reimburse such expense.

ARTICLE 12

OVERTIME

SECTION 1: Overtime compensation will be paid by the County after an employee has worked in excess of forty (40) hours in a work week. The calculation and payment of overtime and any on-call time shall be in accordance with the Fair Labor Standards Act (FLSA).

SECTION 2: Authorized Overtime

The Mass Transit Director or designee shall authorize overtime when it is determined to be necessary to meet essential operating needs.

ARTICLE 13
ANNUAL LEAVE

SECTION 1: Except as otherwise specified in this Agreement, the terms provided in the *Human Resources Department Policies and Procedures Manual, as revised June 2, 2022*, relating to Annual Leave for Classified Employees shall govern the accrual and use of annual leave for all bargaining unit employees. All regular full-time and part-time employees in the bargaining unit are eligible to accrue Annual Leave (AL). Employees in the bargaining unit are not eligible to accrue Paid Time Off (PTO). Paid AL shall not count as time worked for the purpose of calculating overtime compensation.

SECTION 2: Effective upon the first full pay cycle following ratification of this Agreement, all regular full-time employees in the bargaining unit with sixteen (16) or more years of service will accrue Annual Leave (AL) in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual p/month</u>		
	<u>Calendar Year: 2022</u>	<u>2023</u>	<u>2024</u>
16 years through end of year 20	15 hours	14 hours	14 hours
21 years through end of year 25	17 hours	16 hours	15 hours
26 years through end of employment	20 hours	18 hours	16 hours

SECTION 3: Employees will be permitted to redeem accrued AL as may be authorized for other employees of Escambia County. The County shall determine by December 31st of each calendar year whether sufficient funds are available to permit the redemption of accrued Annual Leave and the terms applicable to any such redemption.

SECTION 4: Annual Leave Choose-up

Annual Leave Choose-up(s) will be conducted by the County on an annual basis or as otherwise determined by the Transit Director. Except as otherwise specified in this Agreement, AL may be utilized, at a minimum, in eight (8) or ten (10) hour increments based upon the number of hours in the employee's regularly scheduled shift. AL shall be bid based on seniority. After completing the choose-up, employees may not change or trade scheduled leave.

ARTICLE 14
HOLIDAYS

SECTION 1: All full-time employees coming within the scope of this Agreement will be granted the same holidays provided to other County employees as determined annually by the Board of County Commissioners and shall receive "holiday pay" in accordance with the *Human Resources Department Policies and Procedures Manual, as revised on June 2, 2022*. Holiday pay shall be calculated at the employee's regular rate of pay based upon the number of hours of the employee's regularly scheduled shift. Holiday pay shall not count as hours worked for the purpose of calculating overtime.

SECTION 2: Full-time employees who work on a holiday shall be paid at the overtime rate of pay for all hours worked in addition to holiday pay.

Trolley Operators shall receive holiday pay for the number of hours normally scheduled per workday at the employee's regular rate of pay. Part-Time employees who work a regularly

established schedule of at least twenty hours or more per week shall be paid for holidays on the basis of the average number of hours worked per week divided by forty. Trolley Operators and Part-Time employees who work on a holiday will be paid at the overtime rate for hours worked.

SECTION 3: Holiday Choose-Ups

The County reserves the right to establish any type of work schedule, including, but not limited to, a modified schedule, a full schedule, or provide no service on any holiday.

The County will conduct holiday choose-ups on an as-needed basis. All holiday jobs will be selected on a seniority basis. If any jobs remain available after completing the choose-up, management will assign remaining jobs to part time operators in inverse seniority order. If additional jobs still remain open, the work will be assigned to extra board operators who elected not to work on the holiday in inverse seniority order.

ARTICLE 15
GROUP HEALTH AND WELFARE

The County will provide group Health, Accidental Death and Dismemberment (AD&D), Long-Term Disability, Short-Term Disability, Life Insurance, Dental and Vision Insurance to bargaining unit members at the same levels of coverage and cost as provided to other regular County employees. The Union may appoint one representative to serve on the County's Employee Benefits Committee. The County will provide a \$100,000 felonious assault bond for operators.

ARTICLE 16
SICK LEAVE

SECTION 1: Except as otherwise specified in this Agreement, the terms provided in the *Human Resources Department Policies and Procedures Manual*, as revised on June 2, 2022, shall govern the use of Sick Leave for all employees.

SECTION 2: Sick Leave Accrual

Employees will accrue Sick Leave from the date of hire but will not be permitted to use Sick Leave until after completing the probationary period. Full-time employees shall accrue Sick Leave at the rate of eight (8) hours per month. Part-time employees and Trolley Operators who work a regularly established schedule of at least 20 hours per week shall accrue Sick Leave on a pro-rata basis. Employees must be on paid status in order to accrue Sick Leave. Paid Sick Leave hours shall not count as time worked for the purpose of calculating overtime compensation.

SECTION 3: Use of Sick Leave

All employees will be responsible for promptly notifying and receiving approval for any requested Sick Leave. Sick Leave may be utilized, at a minimum, in two (2) hour increments. Scheduled Sick Leave requests must be submitted in writing no less than twenty-four (24) hours before the report time of the employee's regularly scheduled shift for which he/she is requesting leave. Unscheduled Sick Leave that is requested less than twenty-four (24) hours before the report time of the employee's regularly scheduled shift for which he/she is requesting leave may require a doctor's certificate or other supporting documentation. The County reserves the right to require a doctor's certificate or other documentation supporting any request for Sick Leave.

SECTION 4: All Sick Leave requests for three (3) or more consecutive absences must be

supported by an original doctor's certificate (covering all days absent). Doctor's certificates must be signed. If an employee fails to provide required supporting documentation or it is determined that an employee is taking Sick Leave under false pretenses or falsifying documentation then the employee will receive an absence occurrence without pay for each day of absence and may be subject to disciplinary action.

All employees who are absent from their regularly scheduled work duties must notify his/her supervisor of their return to work date no later than 12:00 p.m. the day before reporting for duty. If the employee fails to provide timely notice, he/she will not be permitted to return to work until the following regularly scheduled workday and will receive an unexcused absence without pay.

If an employee exhibits excessive absenteeism or a pattern of abusive Sick Leave usage, including, but not limited to, frequent unscheduled Sick Leave requests, frequent absence on the same day of the week or the beginning or end of the work week, it will be deemed an absence occurrence trend and the employee may be subject to disciplinary action.

ARTICLE 17 **FLORIDA RETIREMENT SYSTEM**

SECTION 1: The County shall offer all eligible full-time bargaining unit employees the Florida Retirement System (FRS) as defined in Chapter 121, Florida Statutes, and the same Retirement Incentive Program as provided to eligible employees of Escambia County. New hires will be required to participate in the Florida Retirement System as of April 1, 2018.

SECTION 2: Any employee needing a copy of the FRS defined benefit plan(s) or the County 457(b) plans may contact the Escambia County Human Resources Department and shall be provided copies upon request. Any updates and/or changes to the FRS plan(s) will be amended upon passage by the State Legislators and signature of the Governor and provided to the Union and bargaining unit employees.

SECTION 3: The County previously offered bargaining unit employees, employed as of April 1, 2018, a one-time election to participate in the County 457(b) deferred compensation plan in lieu of participating in the Florida Retirement System Plan. For eligible employees who previously elected to participate in the County 457(b) deferred compensation plan, the County will match dollar-for-dollar up to six percent (6%) of the employee's pay to include any/all overtime. Employees may contribute the amount allowable under law. If an employee chooses not to contribute to the County 457(b) deferred compensation plan, the County will contribute three percent (3%) of the employee's pay based upon actual hours worked. If an employee contributes, the employer will contribute bi-weekly to the plan. If an employee selects the employer contribution of 3% only, the employer will contribute bi-weekly to the plan.

ARTICLE 18 **ATTENDANCE**

SECTION 1: Employees will be required to report to work in the required uniform at the scheduled report time and work the entire scheduled shift. If an employee is unable to report for duty, he/she must notify his/her supervisor at least two hours before the scheduled report time and state the reason and anticipated duration of the absence.

Any absence without authorized leave will be without pay and may result in disciplinary action. Three (3) or more consecutive days of absence without authorized leave (no show/no call) will be

considered job abandonment and grounds for immediate termination.

SECTION 2: If an employee exhibits a pattern of repeated absences on a regular and recurring basis (month-to-month) it will be deemed an unexcused absence trend, and the employee may be subject to disciplinary action up to and including termination.

SECTION 3: If an operator reports for duty within one (1) hour of the scheduled report time, the operator may, in the County's sole discretion, be assigned to a different work assignment with pay for actual work performed; assigned to protect the extra board with pay for actual work performed; or may be permitted to perform his/her regularly assigned run with pay. If permitted to work, the operator may be subject to disciplinary action. At the County's sole discretion, the operator may be sent home without pay and receive an unexcused absence. Operators running split shifts may be subject to disciplinary action each time the operator fails to arrive at the scheduled report time in one workday.

Any employee who fails to report to work within one (1) hour of his/her scheduled report time will not be allowed to work for the day and will receive an unexcused absence without pay.

ARTICLE 19 **EMERGENCY WORKING CONDITIONS**

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 County 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.

ARTICLE 20 **SENIORITY**

Seniority for bargaining unit employees shall be determined by the most recent date of hire in the same classification within a division of the Transit Department. If two or more employees are hired in the same classification on the same date, seniority will be determined by the date the employees returned their offer letter accepting the position.

ARTICLE 21 **REDUCTION IN PERSONNEL/RE-EMPLOYMENT**

SECTION 1: When necessary to reduce the regular force of employees, lay-offs shall be in the inverse order of seniority. The County shall determine the number to be laid off in each classification. Employees to be laid off will be given two (2) weeks written notice prior to the lay-off. The County shall provide the Union with a list of employees subject to the lay-off.

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

of the lay-off.

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

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

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

SECTION 5: When employees change divisions (example: maintenance to operation), seniority shall apply in lay-offs.

ARTICLE 22 **PART-TIME BUS OPERATOR**

SECTION 1: In order to ensure the most efficient and effective utilization of public funds, the County will employ part-time bus operators in addition to full-time bus operators. The number shall be determined at the County's sole discretion based upon the operational needs of the department.

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

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

SECTION 4: Part-time bus operators shall bid on part-time schedules on a seniority basis.

SECTION 5: Part-time bus operators shall be guaranteed a minimum of twenty (20) scheduled working hours per week. The part-time bus operator will have scheduled report times for a minimum of three (3) days a week. Any part-time operator who fails to be available for work at least three (3) days per week and/or who fails to work the available scheduled hours will lose their weekly guarantee. Attendance problems will be considered a performance issue and addressed on a case-by-case basis.

ARTICLE 23 **PROTECTING TIME**

SECTION 1: All full-time and part-time operators who are required to report for the purpose of protecting runs, schedules and service shall be paid straight time hourly rate of pay for such protecting time, with a minimum of two (2) hours for each report within a 24-hour period,

unless, during such period he received work. In which case, he will be paid protecting time up to the time of such work.

SECTION 2: Operators who accept protecting runs, schedules and services will be required to work any piece of work that may be available that day and/or may become available for that day prior to or during the time he is protecting the board. If there is more than one operator protecting the board that day, the operator who has the first report will be assigned any open work assignments that were not previously filled as per **Article 27 (Extra Work)** of this Agreement.

Full-time operators may only be excused from completing the above assignments in accordance with reasons established in this Agreement. Any such failure to perform any work assigned above will be documented in accordance with **Article 18 (Attendance)** of this Agreement.

ARTICLE 24 **TIME ALLOWANCE**

SECTION 1: All operators shall receive a time allowance pay once each day on which they perform pre-trip work as preparatory time for the inspection of equipment.

- Pre-trip of a bus = 20 minutes
- Relief trip of a bus = 5 minutes
- Post trip of a bus = 5 minutes

SECTION 2: When an operator is required by the County to meet with a supervisor while off-duty, the employee will be paid for time with the supervisor. After the completion of the meeting, the end time will be noted by the supervisor and an exception form will be filled out by the employee and signed by the supervisor. A copy of the exception form will be given to the employee for their records.

ARTICLE 25 **ASSIGNMENT OF BUS RUNS/SCHEDULE/WORK ASSIGNMENT**

SECTION 1: Operators shall not be permitted or required to drive more than twelve (12) consecutive hours in any one 24-hour period. No operator shall drive after having been on-duty for sixteen (16) consecutive hours in any one 24-hour period or drive more than seventy (70) hours in any period of seven (7) consecutive days. Any operator who has reached the maximum of twelve (12) hours driving or sixteen (16) hours on-duty time shall be required to have a minimum off-duty time of eight (8) hours in a 24-hour period.

SECTION 2: Definitions

General Choose-Up: A general listing of regular run assignments, extra board positions, and days off that is posted for bidding at least two times each calendar year at such times as the County deems necessary. However, the maximum amount of time between choose-ups will be six (6) months. All operators will have the opportunity to make selections based on seniority.

Special Choose-Up: A special choose-up may occur when regular jobs or seasonal jobs are added to the run schedule; or when a job's compensation time is affected more than plus or minus fifteen (15) minutes; or at such other times as the County deems necessary due to significant changes in scheduling or service requirements.

SECTION 3: Choose-Up Procedure

All choose-ups will be conducted by the operations manager or designee. General choose-ups

will be posted at least seven (7) calendar days prior to the selection date. Special choose-ups will be posted at least one (1) day prior to the selection date.

The choose-up list will indicate the date/time each operator is scheduled to bid. Operators are expected to choose at their designated scheduled times during the bid. If an operator is on leave, on-duty, or otherwise unavailable to make a selection at his/her assigned time, the operator should leave at least three (3) choices of a job/assignment selection with a union official or the operations manager. If the choices selected by the operator are no longer available at the time of the operator's scheduled bid time, the operator will be assigned an open run by the operations manager and the bidding will continue as scheduled.

No operator may take the choose-up list out of the driver's lounge or dispatch office. If an operator takes the choose-up list out of these areas, the operator forfeits his/her opportunity to bid, and the operator will make his/her selection after all other operators have chosen.

Operators returning from an extended leave of absence of thirty (30) days or more must provide notice that they will be able to return to work prior to the effective date of the next choose-up, or they will not be permitted to bid in the choose-up.

The choose-up bidding procedure may be subject to change due to the implementation of scheduling software.

SECTION 4: Operators may eat on the bus at the end of the line, provided such operators exercise efforts to ensure schedule adherence and, thereby, prevent inconvenience to passengers. Operators may not eat while the bus is in motion. It is the operator's responsibility to keep the bus clean and ensure all trash has been removed from the driver's compartment. Failure to keep the area clean and clear of trash will be considered a performance issue.

ARTICLE 26 **RUNS, DAYS OFF, ETC. - REGULAR OPERATORS**

SECTION 1: The number of routes to be furnished to the public and the number of scheduled runs and any changes thereto is solely determined at the County's discretion based upon the operational needs of the transit system. To the extent reasonably practical, the County will divide daily work assignments into "runs" that may be bid upon and regularly operated by the same scheduled operator for the duration of a bidding cycle.

SECTION 2: Regularly assigned straight or split runs are daily work assignments that are bid according to the operator's seniority and assigned for the duration of a bid cycle whenever there is a selection and assignment of regularly scheduled runs. All other work assignments shall be considered extra work as provided in **Article 27 (Extra Work)**.

SECTION 3: All full-time operators shall be scheduled to work a forty (40) hour week. If the operator calls out or otherwise fails to report for duty, the operator shall only be paid for time worked. Employees must work in excess of forty (40) hours to qualify for overtime.

SECTION 4: Shift Exchanges

Employees holding the same job classification may request to trade days off or regularly assigned work shifts occurring in the same work week by submitting a request form executed by both employees to the relevant supervisor. The request must include the dates/times of the relevant shifts and the duration of the exchange. The hours traded must be hour for hour (8-

hour shift for 8-hour shift or 10-hour for 10-hour shift). Partial shifts may not be exchanged. The written request must be provided to the County at least two (2) business days before the requested trade would occur. The employees' supervisor must witness both signatures on the form.

Neither employee may receive any additional compensation for performing work during an exchanged shift. Each employee will be compensated by the County for the employee's regularly assigned shift.

The employees will be responsible for performing the other employee's regular job assignment for the workday involved in the trade. An employee who has traded off days with another employee may not trade that off day with a third employee. If an employee fails to report for duty to perform a substitute shift then the regularly scheduled employee will be charged annual leave. Employees who fail to perform the work required in the trade will be subject to discipline up to and including termination.

ARTICLE 27 **EXTRA WORK AND EXTRA BOARD**

SECTION 1: Extra Board

The *Extra Board* (EB) is maintained for the purpose of having operators available to cover open work assignments that may occur due to the absence of the regularly scheduled operator or to cover a work assignment that was not bid during the general choose-up. The County will, at its sole discretion, determine the number of available Extra Board positions required to cover open work under normal circumstances. During the General Choose-up, operators will have the opportunity to bid in seniority order on an available position on the Extra Board.

SECTION 2: Extra Board Operators

Extra Board operators will receive priority in the distribution of daily open work assignments as provided herein. Extra Board Operators shall receive a guarantee of eighty (80) hours for each biweekly pay period during which they are available for work for a total of ten (10) days. The term "available for work" shall apply only to the ten (10) regularly assigned workdays in each bi-weekly pay period he/she is scheduled to work. The operator shall be considered available for work only if he/she completes all assigned work on the assigned workday. Should an operator report late for duty, leave early at his/her request, etc., the operator will not be considered available.

On the first effective day of a new General Choose-Up, Operators who bid the Extra Board will be assigned to the Extra Board in seniority order. New employees or employees returning from an extended leave of absence (30 days or more) will be placed on the Extra Board in seniority order until the next choose-up.

SECTION 3: Extra Board Assignments

The Operations Manager will create a weekly *Extra Board Bid*, which will contain open vacation hold down jobs and other open hold down jobs for the following week. The list of hold down jobs will be posted for viewing by 9:00 a.m. on Mondays, and Extra Board operators may choose jobs on a seniority basis each Tuesday. Then, the Operations Manager will create a list of Extra Board report times for the remainder of the Extra Board Operators to choose for the following week. The list of report times will be posted for viewing by 9:00 a.m. on Wednesdays, and Extra Board operators may choose report times on a seniority basis each Thursday.

Extra Board operators will be assigned a fifteen (15) minute time slot to choose jobs and report times. If an operator is unavailable to make a selection during the assigned time slot then he/she will rotate to the bottom of the Extra Board list. Posting dates/times may be subject to change if the day coincides with a holiday.

Any open Extra Board report times will be filled by the Extra Work sign-up sheet and then an "All Call" will be utilized to fill the open work as provided in Sections 5 and 6 below.

The weekly Extra Board bidding procedure may be subject to change due to the implementation of scheduling software.

SECTION 5: Extra Work

Work that cannot be performed by Extra Board (EB) operators on a particular day due to unanticipated absenteeism will be considered Extra Work and will be offered to any operator (EB and Regular) who wishes to perform Extra Work on a scheduled day off. Extra work assignments shall be assigned to extra board operators and regular operators on a seniority basis as follows:

Extra work may not interfere with an operator's ability to perform his regularly scheduled work for that day or the following workday. At no time shall extra work cause an operator to exceed DOT/FMCS regulations concerning hours of service, except during a declared state of emergency.

SECTION 6: Extra Work Assignments

All operators (extra board and regular) must sign up on the extra work sign-up sheets posted by the County prior to 10:00 a.m. of the day the sign-up sheet is closed. An operations supervisor must initial the operator's signature when it is placed on or requested to be removed from the sign-up sheet. No additions or deletions from the extra work sign-up sheet will be permitted after the sheet has been closed. Sign-up sheets will be posted by dispatch no later than 10:00 a.m. the day before the extra work assignment(s) and the operator assignments will be posted by dispatch no later than 2:00 p.m. of the same day.

Extra work will be assigned on a seniority basis to any extra board operator who can perform the work without incurring overtime, then to any regular operator who can perform the work without incurring overtime. Part time bus operators may be assigned extra work on a priority basis ahead of extra board or regular operators. When assigning part time bus operators, the extra work must be assigned in seniority order as long as the part time operator has not exceeded thirty (30) hours in a work week.

If there is still work available and additional operators are needed, the County will make an "All Call" to the work force. Operators will be given ten (10) minutes to call back and volunteer for available work. The available work will be assigned in seniority order.

If open work remains after an "All Call" is conducted, the County will call operators at home in seniority order until the required number of operators has been secured.

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

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

as needed.

ARTICLE 28 **UNIFORMS**

SECTION 1: All employees shall present a neat and clean appearance while on duty and shall wear uniforms in accordance with the specifications of the County. Any deviation or violation of uniform standards may result in disciplinary action. Prior to making any changes to the uniform specifications, the County shall notify the Union President in writing. Upon the request of the Union President, the Transit Director shall meet with the Union President or designee to discuss the proposed change. The Transit Director shall have the right to make the final decision on any changes to the uniform specifications.

SECTION 2: Training Uniform

All Trainees will be required to provide their own clothing during the training/probationary period. The trainee must supply the following:

- Navy trousers/slacks;
- Black belt;
- White dress shirt (long or short sleeve) with collar;
- Black safety shoes (Must be non-slip and protective toe is recommended);
- I.D. Badge (Must be worn at all times) provided by the Transit Authority; and
- Navy or black regular length dress socks (required).

SECTION 3: Initial Uniform

After completing the probationary period, full-time operators, part time operators, trolley operators, and customer service associates will be issued an initial uniform at no cost to the employee provided they complete the training period. If an employee is terminated or resigns before completing one (1) year of continuous service then the pro-rated cost of the initial uniform will be deducted from the employee's last paycheck. Any employee who resigns or is terminated by the County shall return all issued uniforms in the employee's possession.

SECTION 4: Each shirt will have the Escambia County logo on the right sleeve. Employees of the bargaining unit will be permitted to wear the Union logo as provided by the employee or Union. All employees will be required to wear a name tag or patch on their shirt(s). No nicknames will be allowed.

SECTION 5: Uniform Allowance

After completing one year of continuous service, all full-time operators, part time operators, trolley operators, and customer service associates shall be eligible for a uniform allowance of up to \$400.00 per fiscal year (October 1 – September 30) subject to the annual appropriation of funds by the Escambia County Board of County Commissioners.

Employees hired after May 31st of the fiscal year will not be eligible to receive an annual clothing allowance until October 1st of the next fiscal year after completing one year of continuous service.

Uniform allowances must be used during the current fiscal year and any unused balance will not carry forward to the next fiscal year. Employees must work at least 75% of their regularly assigned work schedule during the preceding year to qualify for a uniform allowance.

ARTICLE 29
WAGE RATES

SECTION 1: During the term of this agreement, the parties agree that the following wage rates will apply to all new bargaining unit employees:

<u>Position</u>	<u>Years of Service</u>	<u>Hourly Rate</u>
<u>Operators:</u>		
FT Operator:	0-24 months	\$15.05
	25-36 months	\$16.95
	37 months+	\$19.86
PT Operator:		\$15.05
Trolley Operator:		\$15.05
 <u>Customer Service Associate:</u>		
FT/PT		\$11.22
 <u>Maintenance:</u>		
Master Technician		\$24.81
Technician III		\$23.37
Technician II		\$22.46
Technician I		\$21.17
Utility Worker	0-12 months	\$15.34
	13-24 months	\$16.95
	25 months+	\$18.56
Building Maintenance		\$15.37
Grounds Maintenance		\$13.65

Effective upon the first full pay cycle following effective date of the ratified Agreement, current incumbents in each bargaining unit classification for the bargaining unit certified by the Public Employees Relations Commission as Certification #1938 will be advanced two (2) steps within the current Pay Grade on the BCC Pay Scale.

SECTION 2: Maintenance Shift Differential

Shift differential for maintenance employees will be paid at \$1.00 per hour for hours worked on the second shift from 2:00-10:59 p.m. Shift differential for maintenance employees will be paid at \$2.00 per hour for hours worked on the third shift from 11:00 p.m. until 4:59 a.m.

ARTICLE 30
CLASSIFICATIONS/JOB DESCRIPTION--MAINTENANCE

SECTION 1: Classifications

The classifications defined in this section shall pertain to all employees employed by the County within the ECAT Maintenance Division.

A. Maintenance Technicians, Utility Worker

1. Master Technician: Master Technician is defined as a maintenance employee who holds a Master Certification in ASE Automobile and Medium/Heavy Truck or Transit Bus; holds certifications in 608 A/C repairs and 609 MVAC refrigerant management; is qualified to diagnose and repair any and all shop equipment that may be assigned by the County for repair and service in a reasonable length of time and in a professional manner without aid or supervision; is thoroughly familiar with the use of repair manuals, parts books, and can understand and

accomplish all procedures therein; has the ability to supervise and instruct maintenance employees in lower classifications; and is not responsible for organizing work shifts or the administration of the disciplinary program.

2. Technician III: Technician III is defined as an employee who has achieved a Master Technician status within at least one of the following test series: Medium/Heavy Truck or Transit Bus; holds certifications in 608 A/C repairs and 609 MVAC refrigerant management; has a minimum of three (3) years direct automotive repair experience (Transit or Medium/Heavy Truck preferred); demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment; has an appropriate mechanic's tool set to perform the duties of the classification "Technician III"; has exceptional skills; and is capable of performing all diagnostic tests and repairs on or to any vehicle assigned by the County. Such work shall be performed in a highly competent manner and without supervision, and the employee shall be qualified to accept the responsibility of supervising maintenance employees in a lower classification.

3. Technician II: Technician II is defined as an employee who has a minimum of two (2) ASE certifications from any of the following groups: Automobile, Medium/Heavy Truck, or Transit Bus; holds certifications in 608 A/C repairs and 609 MVAC refrigerant management; has a minimum of two (2) years direct automotive experience (Transit or Medium/Heavy Truck preferred); demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment; has an appropriate mechanic's tool set to perform the duties of the classification "Technician II"; and is capable of performing diagnostic tests and any repairs on or to any vehicle assigned by the County with little or no supervision.

4. Technician I: Technician I is defined as an employee who has certifications in 608 A/C repairs and 609 MVAC refrigerant management; has a minimum of one (1) year direct automotive experience (Transit or Medium/Heavy Truck preferred); demonstrated experience monitoring and meeting PM schedules and the operations relating to any of the automotive or diesel fleet repair shop equipment; has an appropriate mechanic's tool set to perform the duties of the classification "Technician I"; and is capable of performing diagnostic tests and any repairs on or to any vehicle assigned by the County with little or no supervision.

5. Utility Worker: A Utility Worker is defined as an employee who performs daily transit fleet servicing, maintenance, cleaning, and refueling. (This position combines the duties of the "fueler," "cleaner" bargaining unit classifications.)

B. Paint and Body Technicians

All Paint and Body Technicians shall be capable of making all types of paint and body repairs, such as accident repair, painting, riveting, panel replacement or repair, windows and frames, interior repair, seat repair, dash repair, frame repair, etc. Such employees shall be designated as Master Paint and Body Technician, "Tech III", "Tech II", or "Tech I" Paint and Body depending on the employee's job knowledge and ability, within the following definitions.

1. Master Paint & Body Technician: A "Master Paint and Body Technician" is defined as an employee who holds a Master Certification in "Collision Repair & Refinish" and Medium/Heavy Truck or Transit Bus; holds certifications in 608 A/C repairs and 609 MVAC refrigerant management; and is capable of performing required duties, including all types of welding, in a highly competent manner without supervision.

2. Tech III Paint and Body: "Tech III" Paint and Body is defined as an employee who holds a Master Certification in "Collision Repair & Refinish"; holds a certification in 608 A/C repairs and 609 MVAC refrigerant management; and is capable of performing required duties, including all types of welding, in a highly competent manner without supervision.

3. Tech II Paint and Body: "Tech II" Paint and Body is defined as an employee who holds a minimum of two (2) certifications in "Collision Repair & Refinish"; holds a certification in 608 A/C repairs and 609 MVAC refrigerant management; and is capable of performing required duties, including a basic knowledge of welding, with little or no supervision.

4. Tech I Paint and Body: "Tech I" Paint and Body is defined as an employee who holds a minimum of one certification in "Collision Repair & Refinish"; holds a certification in 608 A/C repairs and 609 MVAC refrigerant management; and is capable of performing required duties with supervision as needed.

If no paint and body work is needed, Paint and Body Technicians shall be required to perform other duties related to the Maintenance Department as directed by the Maintenance Manager or his designee.

SECTION 2: Maintaining Classification and Re-certification

All Maintenance Technicians are required to show proof of all certifications with expiration dates on or before January 1st of each calendar year. Technicians must give at least five (5) business days' notice of any scheduled test in order to receive approval for time off. Failure to maintain required certifications for the employee's assigned job classification may result in immediate reassignment or termination.

SECTION 3: Lead Technicians

Management may appoint an employee to serve as a "lead technician," who is responsible for distributing work assignments, keeping track of the workforce on shift, and reporting issues of concern to the Management. Employees will receive an additional \$1.00 per hour as supplemental pay while serving in the capacity as a Lead Technician.

SECTION 4: Work Assignments

The Maintenance Manager or designee will conduct regular choose-ups for maintenance employees at least two times each calendar year to select work schedules based on seniority. However, the maximum amount of time between choose-ups will be six (6) months. Special choose-ups will be conducted at such times as the County deems necessary due to operational needs. Regular choose-ups shall be posted at least five (5) business days prior to the selection date. Special choose-ups shall be posted at least two (2) business days prior to the selection date. Newly hired employees will be assigned to a shift by the County from the date of hire until the next regular choose-up after the employee completes his/her probationary period. The choose-up bidding procedure may be subject to change, including, but not limited to, the implementation of scheduling software.

SECTION 5: On-Call Assignments

The number of on-call assignments and on-call technicians shall be determined by the Mass Transit Director based upon operational needs. Technician(s) will be "on-call" for the entirety of service on the date assigned. Compensation for on-call assignments shall be in accordance with the Fair Labor Standards Act (FLSA).

On-Call Technicians:

- Must carry a company phone on their person during the entire time of service;
- May not consume alcohol during the entire time of service;
- Must report to work within 45 minutes from time of call;
- Must wear full uniform when reporting to work;
- Must use required Personal Protection Equipment (PPE) in compliance with all OSHA requirements (PPE will consist of; Steel Toed Boots, Protective Eyewear, High Visibility Vest and Hard Hats);
- Must report for any "on-call" requests.

SECTION 6: The regularly scheduled workday in the Maintenance Department shall consist of eight or ten-hour shifts. During each shift, maintenance employees shall be entitled to two (2) paid breaks of fifteen (15) minutes each.

SECTION 7: Shift Exchanges

Maintenance employees holding the same classification may request to trade days off occurring in the same work week by submitting a request form executed by both employees. The trade must be hour for hour (8-hour shift for 8-hour shift or 10-hour for 10-hour shift). Partial shifts may not be exchanged. The Maintenance Manager or his designee must approve the trade. The form must be provided to the County at least two business days before the first scheduled off day that is involved in the trade. The Maintenance Manager must witness both maintenance employees' signatures on the form. The maintenance employee will be responsible for performing all requirements of the other maintenance employee's regular job for the workdays involved in the trade. A maintenance employee who has traded off days with another maintenance employee may not trade that off day with a third maintenance employee. If an employee fails to report for duty to perform a substitute shift then the regularly scheduled employee will be charged annual leave. Maintenance employees who fail to perform the work required in the trade will be subject to discipline.

SECTION 8: When assigning overtime for Maintenance Utility Workers, the County will first offer overtime by seniority within the classification. Then, the work will be offered to Technicians by seniority. When assigning overtime for Technician positions, work will be assigned by seniority utilizing all Technician classifications.

ARTICLE 31
UNIFORMS AND TOOLS- MAINTENANCE

SECTION 1: The County agrees to provide maintenance employees with rental uniforms and one rental jacket and safety rain jacket. The number of rental uniforms shall not exceed five (5) per week. The employee will be responsible for the cost to replace any lost uniforms.

SECTION 2: All maintenance technicians shall own a complete set of hand tools required to perform their specific duties and shall keep such tools clean and in proper place at all times. All Technicians will provide the County with an inventory of all personal tools. Employees will also update their personal inventory list each year during the first week in April. The County will post updated minimum tool requirements as necessary.

SECTION 3: Each fiscal year, all full-time maintenance technicians are eligible for up to \$75 per month as a tool/safety shoe allowance. The allowance shall accrue from the first day of employment, but an employee will not be permitted to utilize the allowance until completing the

probationary period.

SECTION 4: After completing one (1) year of service, all full-time utility workers are eligible for up to \$200.00 each fiscal year as a safety shoe allowance that shall be paid directly to the supplier by the County.

SECTION 5: Allowances must be used during the current Fiscal Year and any unused balance will not carry forward to the next Fiscal Year. Employees must work at least 75% of his/her regularly assigned work schedule during the preceding year to qualify for an allowance. All allowances provided in this Article shall be subject to the appropriation of funds by the Escambia County Board of County Commissioners.

ARTICLE 32
MAINTENANCE EDUCATION AND TRAINING

SECTION 1: The County agrees to recognize the ASE–National Institute for Automotive Service Excellence for the purpose of acknowledging the attainment of certifications by technicians.

Recognized certifications shall include the following:

Automobile (A) Series A1-8 *9.....	9 Certifications
Collision Repair & Refinish (B) series B 2-5.....	4 Certifications
Transit Bus (H) Series H1/2, 3-8.....	8 Certifications
Medium-Heavy Truck (T) Series T1/2, 3-8.....	8 Certifications

(Maximum certifications for “Technicians”: 24 certifications)

(Maximum certifications for “Paint & Body Technician”: 12 certifications)

All technicians must provide proof of successfully completing all ASE certification exams that are required for the employee’s assigned job classification before completing the probationary period. Failure to successfully complete the required examinations or maintain the required certifications for the employee’s required job classification may result in immediate reassignment or termination.

SECTION 2: Certification Supplemental Pay

A. All Maintenance Technicians shall receive a \$0.15/hour supplemental pay increase for each ASE certification successfully completed that is required to obtain Master Technician status in the Medium/Heavy Truck (T) Series or the Transit Bus (H) Series. After achieving Master status in either the T or H series, Maintenance Technicians may also receive a \$0.15/hour supplemental pay increase for each ASE certification successfully completed that is required to obtain Master Technician status in the Automobile (A) Series. The maximum supplemental pay increase may not exceed \$1.65 per hour. Certifications that are required to maintain an employee’s current position/wage rate are not eligible for supplemental pay.

B. All Paint and Body Technicians shall receive a \$0.15/hour supplemental pay increase for each ASE certification exam successfully completed that is required to obtain Master Technician status in the Collision Repair and Refinish (B) series. After achieving Master status in the B series, Paint and Body Technicians may also receive a \$0.15/hour supplemental pay increase for each ASE certification exam successfully completed that is required to obtain Master Technician status in the Medium/Heavy Truck (T) Series or the Transit Bus (H) Series. The maximum supplemental pay increase may not exceed \$1.65 per

hour. Certifications that are required to maintain an employee's current position/wage rate are not eligible for supplemental pay.

C. All Technicians that are eligible for supplemental pay are required to show proof of all certifications with expiration dates on or before January 1st of each calendar year. Failure to maintain certifications and provide required documentation will result in a loss of supplemental pay.

ARTICLE 33 **CUSTOMER SERVICE ASSOCIATES**

SECTION 1:

- A. *Full-time Customer Service Associate* is defined as one who is consistently scheduled to work a forty (40) hour work week.
- B. *Part-time Customer Service Associate* is defined as one who is consistently scheduled to work between twenty (20) and thirty-two (32) hours in a work week.

SECTION 2: The Operations Manager or designee will conduct Customer Service choose-ups at least two times each calendar year. FT/PT Customer Service Associates will select work schedules on a seniority basis. Employees will be able to select jobs that include assigned days off by job number. The bidding procedure may be subject to change, including, but not limited to, the implementation of scheduling software.

ARTICLE 34 **TROLLEY OPERATORS**

SECTION 1: For the purpose of this Agreement, a *Trolley Operator* shall be defined as an Operator who is utilized to operate service on and around the campus of the University of West Florida (UWF) or Santa Rosa Island or any other service that may be operated on a seasonal basis. Trolley Operators are generally scheduled to work at least thirty (30) hours a week but less than forty (40) hours per week.

SECTION 2: Trolley choose-ups will be conducted at least two times each calendar year by the operations manager or designee. Trolley Operators will choose runs on a seniority basis. Trolley choose-ups will not be open to regular bus operators. The bidding procedure may be subject to change, including, but not limited to, the implementation of scheduling software.

ARTICLE 35 **RETIREMENT**

SECTION 1: Except as otherwise specified in this Agreement, the terms provided in the *Human Resources Department Policies and Procedures Manual*, as revised June 2, 2022, shall govern the terms for retiring employees.

SECTION 2: Transportation Bus Pass

A retiring employee and his/her spouse may retain a bus pass for the remainder of their lifetime. It is the individual's responsibility to update their identification annually. Expired identification may result in refusal of transportation.

SECTION 3: Annual Leave Payout

Retiring employees with accrued/unused Annual Leave will be paid up to a maximum of 400 hours at the employee's regular rate of pay at the time of retirement.

SECTION 4: Sick Leave Payout

Retiring employees with accrued/unused sick leave time will be paid for 50% of the accrued hours up to a maximum of 1,040 hours at the employee's regular rate of pay at the time of retirement.

ARTICLE 36
BULLETIN BOARDS

The Union shall have the right to maintain three (3) 4' X 5' separate bulletin boards on the County's premises at Escambia County Area Transit to be under the Union's exclusive use. The boards will be glass front with lock and key. All material posted by the Union must be initialed by a Union Official. The County reserves the right to remove any material that is not initialed by a Union Official or that may be construed as offensive or inappropriate.

ARTICLE 37
MANAGEMENT

Pursuant to §447.209, Florida Statutes, it is the right of the County to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the County to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 38
SICK LEAVE BANK

Except as otherwise provided in this Article, the bargaining unit Sick Leave Bank (SLB) will be maintained and administered by the County's Human Resources Department in accordance with the provisions of the *Human Resources Department Policies and Procedures Manual, as revised June 2, 2022*, relating to the County's Sick Leave Pool. Documented hours previously donated by bargaining unit employees to the bargaining unit SLB prior to the date of ratification of this Agreement, as may be verified by the records on file with the County's Human Resources Department, will be reserved for the exclusive use of eligible bargaining unit employees.

As of the date of ratification of this Agreement, additional hours may not be donated to the bargaining unit SLB, and only those bargaining unit employees who previously donated hours to the bargaining unit SLB, as may be verified by records on file with the County's Human Resources Department, will be eligible to utilize the remaining hours in the bargaining unit SLB. Upon exhausting the remaining hours accumulated in the bargaining unit SLB, eligible employees may participate in the County's Sick Leave Pool in accordance with the *Human Resources Department Policies and Procedures Manual, as revised June 2, 2022*.

Bargaining unit employees who are not eligible to utilize the remaining hours in the bargaining unit SLB will be eligible to participate in the County's Sick Leave Pool in accordance with the *Human Resources Department Policies and Procedures Manual, as revised June 2, 2022*.

ARTICLE 39
DURATION OF AGREEMENT

SECTION 1: This Agreement shall be effective after ratification upon the date last executed by the duly authorized officers of the parties hereto and shall remain in full force and effect for a period of three (3) years. During each year of the contract term, the Agreement may be reopened for interim negotiations on wage rates.

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

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

SECTION 3: If no agreement shall have been reached by the parties within sixty (60) days after such notice, the parties shall follow the impasse resolution procedure set forth in §447.403, Florida Statutes.

ARTICLE 40
NO STRIKE/NO LOCKOUT

It is agreed that, during the term of this Agreement, neither the Union nor its officers or members shall instigate, call, sanction, condone or participate in any strike, as defined in Section 447.203(6), Florida Statutes, sit down, stay in, walk out, slow down, stoppage or any curtailment of work, and provided further that there shall be no lockout of employees by the County.

ARTICLE 41
GENERAL PROVISIONS

SECTION 1: 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.

SECTION 2: Waiver

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

SECTION 3: Prior Agreements

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

SECTION 4: 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.

SECTION 5: Successor Clause

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

SECTION 6: Totality of Agreement

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. The County and Union further acknowledge that all the understandings and agreements arrived at by the parties after exercise of such right and opportunity are set forth in this Agreement, and that this Agreement will constitute the entire and sole Agreement between the parties for its duration.

[SIGNATURE PAGE TO FOLLOW]

This is to certify that the members of the collective bargaining unit certified as Certification Number 1938 by the Florida Public Employees Relations Commission (PERC) ratified this Agreement on the 17th day of September, 2023.

UNION: LOCAL 1395
AMALGAMATED TRANSIT UNION/AFL-CIO

Witness: [Signature]

[Signature]
President

Witness: [Signature]

Date: 9/18/2023

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Agreement on the 21st day of September, 2023.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Lumon J. May, Chairman

Date: 9/25/2023

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 09-18-2023

