



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 09-21-2021

TO: Crystal Dadura
Human Resources Department

BCC: 09-16-2021

CAR I-18 Collective Bargaining Agreement Between the Escambia County
Board of County Commissioners and the Florida Police Benevolent
Association, Inc.

Please Initial and Date
Below on Line Provided

A handwritten signature, appearing to be "SJ", is written over a horizontal line.

Sam Jernigan, Program Coordinator, County Administration

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

Thank you.

A handwritten signature, appearing to be "O", is written over a horizontal line.

Department Representative – (Comments as Applicable)

** Admin Copy - Sign & leave here **

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



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**Escambia County
Clerk's Original**

9/16/2021 CAR T-18

Verified By: *VFisher*

Date: *9/20/2021*

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC)

AND THE

THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (FPBA)

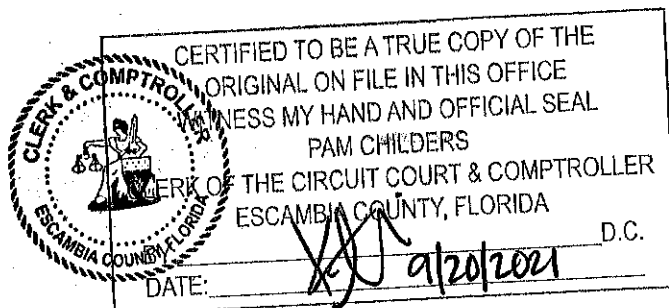


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ARTICLE 1
THE CONTRACTING PARTIES

This Agreement is between the Escambia County Board of County Commissioners (hereinafter called the BCC) and the Florida Police Benevolent Association, Inc. (hereinafter called the PBA) representing the certified officers with the Escambia County Corrections Department (hereinafter called the ECCD) in the bargaining unit certified as Certification Numbers 1247 and 1248 by the Florida Public Employees Relations Commission (PERC).

ARTICLE 2
RECOGNITION

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

ARTICLE 3
DURATION AND RENEWAL

A. This Agreement shall be effective when ratified by the PBA and the BCC and shall remain in effect for a three (3) year term, provided that each party shall have the right to negotiate and bargain for renewal or revision of Article 16, Fringe Benefits, Article 21, Salaries, and any two (2) additional articles at the conclusion of each contract year. Upon agreement of both parties, additional articles may be opened.

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

ARTICLE 4
GENERAL PROVISIONS

4.01 Anti-Discrimination

A. The BCC agrees not to discriminate against any certified officer because of race, color, religion, age, handicap, national origin, sex, marital status, or PBA membership or non-membership for any reason prohibited under Florida Statutes or any federal law.

B. The PBA shall have the right to consult on issues of discrimination or sexual harassment with the BCC or designee(s).

C. Any claim of discrimination or sexual harassment by an employee against the BCC, their agents or representatives, except for grievances related to PBA membership, shall only be subject

to the methods of review prescribed by law or by rules and regulations having the force and effect of law.

D. Neither the BCC nor the PBA shall interfere with the right of officers covered by the Agreement to become or refrain from becoming members of the PBA.

4.02 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or 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. The parties will thereafter meet, at the request of either, at reasonable times and places, to negotiate a substitute provision to replace the one nullified.

4.03 Waiver Clause

A. Regardless of any procedures set forth on this Agreement, the parties, as defined in Article 1, retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.

B. The parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret or temporarily modify provisions of this Agreement without such letters of understanding or settlements having to be ratified by the officers covered by this Agreement.

C. Any alternative methods, letters of understanding, etc., that interpret or temporarily modify the provisions of this Agreement will be addressed by the parties at the next bargaining session.

4.04 Accommodation with BCC Rules and Policies

Except as otherwise and expressly agreed to herein, the parties state that they are each familiar with the BCC existing rules and policies that impact terms and conditions of employment, and they hereby agree that those rules and policies are to remain in effect unless notice is provided to the PBA and, if necessary, the impact of the changes has been negotiated with the bargaining unit.

4.05 No-Strike Clause

A. Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

B. Any or all officers who violate any provision of the law prohibiting strikes or this clause will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the BCC shall be subject to the grievance procedure established herein, but only on the issue of whether the officer has violated the law prohibiting strikes or of this clause.

4.06 Governing Law

A. 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.

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

ARTICLE 5 **ASSOCIATION (PBA) RIGHTS**

5.01 Use of Facilities

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

5.02 Representation

The PBA will provide the BCC with a current list of officers authorized to act as representatives, and staff representatives on behalf of the PBA and timely provide notice of any changes. The BCC will not recognize any PBA or staff representative whose name does not appear on the list. Where PBA representation is requested by an officer, the representative shall be a person so selected and designated by the PBA.

5.03 Dues Deduction

A. During the term of this Agreement, the BCC agrees to deduct PBA membership dues and uniform assessments, if any, in an amount established by the PBA and certified in writing by the President of the Florida PBA or his designee to the BCC from the pay of those officers in the bargaining unit who individually make such request on a written check off authorization form provided by the PBA (**Appendix A**). Such deductions will be made by the BCC when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the parties that payroll deductions are controlled by the Escambia County Clerk of Court's Office. Should the Escambia County Clerk of Court's Office alter its procedures, requirements, forms, or costs relating to payroll deductions covered by this Article, the BCC shall notify the PBA of the necessary alteration as required by the Clerk of Courts Office.

B. In the event the PBA desires a new or modified dues collection system, the PBA will pay the BCC a one-time fee to cover the actual expense of establishing the new or modified system for dues deduction. It is understood that as long as dues deductions are made under the new or modified system, there will be no operational charges.

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

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

5.04 Remittance

A. Dues deducted pursuant to this Article shall be remitted to the President of the Florida Police Benevolent Association, or his/her designee, on either a bi-weekly or monthly cycle along with a list of the officers for whom the remittance is made.

B. The BCC shall have no responsibility or any liability for any monies remitted to the PBA in accordance with this Article.

5.05 Insufficient Pay for Deductions

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

5.06 Termination of Deduction

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

5.07 Indemnification

The PBA shall indemnify, defend, and hold the BCC, its 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 agents, and employees in complying with this Article. The PBA shall promptly refund to the BCC any funds received in accordance with this Article that are in excess of the amount the BCC or its agencies have agreed to deduct.

5.08 Exceptions

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

5.09 Dues Check-off Authorization

A. The Dues Check-off Authorization form (**Appendix A**) supplied by the PBA shall be the only form used by the officers who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the BCC. Any change in this form will not affect deductions authorized on forms previously agreed to by the parties.

B. The BCC will not be required to process Dues Check-off Authorization forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the BCC more than sixty (60) days following the date of the member's signature.

5.10 Documents

A. Upon request, the BCC shall provide the PBA with a current copy of any BCC rules, regulations, or policies applicable to the officer's covered by this Agreement. Changes and updates shall be furnished to the PBA as they occur.

B. Upon request, the BCC will provide each officer with the following:

1. A copy of the BCC Employee Handbook and any applicable agency rules, regulations, or policies.
2. A copy of the Escambia County Human Resources Policies and Procedures Manual.

C. The BCC Policy Manual, Code of Ethics Policy, and Human Resources Policies and Procedures Manual are available online on the Employee Resources page of the *MyEscambia* website- <https://myescambia.com/employee-resources>.

5.11 Consultation

A. Upon request by the designated PBA staff representatives or the Chief Corrections Officer, the Chief Corrections Officer or designee(s) shall meet and consult with four (4) PBA representatives.

B. All consultation meetings will be scheduled after giving due consideration to the availability and work location of the parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any officer participant, such participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall be deemed time worked.

C. The purpose of all consultation meetings shall be to discuss matters relating to the administration of the Agreement. Such meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. No later than ten (10) calendar days prior to the scheduled meeting date, the party requesting the consultation meeting will provide an agenda listing items for discussion.

5.12 Copying and Communication Privileges; Bulletin Boards

A. Use of BCC photocopying equipment, telephones, or other office supplies or equipment by the PBA for the purpose of conducting union business is prohibited without prior authorization by the BCC.

B. The BCC agrees to furnish wall space not to exceed 24"x36" for a PBA purchased bulletin board to be mounted in the officer's day room. The location or relocation of the PBA bulletin board must be approved by the Department Director or designee prior to installation.

C. The PBA bulletin board may only be used for the following:

1. Notice of PBA sponsored recreational and social events;
2. Notice of PBA meetings;

3. Notice of PBA elections;
4. Reports of PBA committees;
5. Notice of PBA benefit programs
6. Current PBA Collective Bargaining Agreement;
7. Training and educational opportunities; and
8. Other materials pertaining to union business.

Materials pertaining to political issues or any political race may not be posted on the PBA bulletin board. This limitation specifically includes any materials referencing political candidates in any local, state, or federal election.

D. Materials posted on the bulletin board shall not contain anything that may be construed as offensive or inappropriate or that may reflect adversely on the BCC its officers or employees.

E. Notices posted must be dated and signed by the PBA's representative.

F. A violation of these provisions by a PBA staff representative shall be a basis for removal of the offending material from the PBA bulletin board by the BCC, and continued violations will be the basis for removal of the bulletin board. The BCC reserves the right to immediately remove any material from the PBA bulletin board that is deemed to be in violation of this provision.

G. Only designated PBA representatives may place bulletins, notices, and newsletters in the individual unit departmental mailboxes of officers represented by the PBA. Members of the PBA shall not request the assistance or actions of the BCC personnel not represented by this Agreement.

5.13 Union Business

A. The PBA agrees that all collective bargaining will be conducted with the BCC representatives designated for that purpose.

B. In order to permit the BCC and the PBA to fully implement this Agreement, the BCC agrees to establish a union leave pool for use by up to six (6) bargaining unit members designated by the PBA to conduct Union Business. *Union Business* shall mean time spent conducting direct representation of bargaining unit members as authorized by the Public Employees Relations Commission. The BCC will provide 120 hours per fiscal year to the union leave pool. Hours in the union leave pool that are not used during the current fiscal year will not be carried forward. If all hours are exhausted during the current fiscal year, designated PBA representatives may be granted additional time off without pay for the purpose of conducting Union Business. Union leave during the officer's regular working hours will be paid at the officer's regular rate of pay and shall be deemed time worked. Requests for Union Leave must be submitted in writing to the appropriate supervisor no less than seven days prior to the requested time off. PBA members using authorized union leave shall retain all rights, benefits, and privileges accorded all officers. Union Business conducted outside of an officer's regular working hours shall not be deemed time worked.

5.14 Member Separation

When an officer resigns, retires, retires due to a disability, or is terminated, transferred, promoted, or demoted out of the bargaining unit, the BCC shall promptly notify the PBA.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 Definitions

As used in this Article:

A. "Grievance" shall mean a dispute over the interpretation or application of the Agreement, except as exclusions are noted in this Agreement.

B. "Days" shall mean calendar days, unless otherwise noted. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.

C. "PBA" means Florida Police Benevolent Association.

D. "Member" means a certified officer covered by this agreement, who has completed the probationary period and achieved Regular Full-Time status with the Escambia County Board of County Commissioners (Escambia County Corrections Department).

6.02 Election of Representation

A. A member shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the PBA. When the member has elected representation, the member and the PBA shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the member and the PBA. Any decision mutually agreed to by the BCC and the PBA shall be binding on the member when elected to be represented by the PBA.

B. If the member is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this Article. The PBA shall be given reasonable opportunity to be present and observe at any hearing/meeting called for the resolution of such grievance. A member processing an appeal will be bound by the procedure established by the terms of this Article.

6.03 Procedure

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

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

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

D. Once a grievance is presented, no new violation or issue can be raised arising from the same incident absent new facts indicating a more or less grievous violation.

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

F. If a grievance meeting/hearing with management is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at meetings/hearings with management outside of regular working hours shall not be deemed time worked.

G. Grievances shall be presented and adjusted in the following manner, and neither party may respond to the grievance at more than one step in the process.

1. Oral Discussion

- (a) A member may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the member's supervisor who has the authority to adjust the grievance by informal discussion. The supervisor shall make every effort to resolve the grievance promptly and will respond to the member within ten (10) days.
- (b) If the grievance is not resolved by informal discussion, the member may, within ten (10) days after the date of the response, submit a formal grievance at Step 1 of the procedure.
- (c) If the member elects not to utilize the oral discussion provision of this Section, he/she may file a formal grievance at Step 1, provided such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.

2. Step 1

- (a) When filing an appeal at Step 1, the member or his/her designated representative shall submit to the Chief Corrections Officer or designee 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. The grievance form will also specify whether the member will be represented during the grievance process.
- (b) The Chief Corrections Officer or designee shall communicate a decision in writing to the member and his/her PBA representative, if any, within ten (10) days following receipt of the grievance form.

3. Step 2

- (a) If the grievance is not resolved in Step 1, the member or his/her PBA representative may submit the grievance in writing to the County Administrator or designee within ten (10) days after receipt of the decision at Step 1. The County Administrator or designee may have a meeting with the member and his/her PBA representative, if any, to discuss the grievance.
- (b) The County Administrator or designee shall communicate a decision in writing to the member and his/her PBA representative, if any, within ten (10) days following receipt of the written grievance.

- (c) If the grievance process is not resolved at Step 2, the member 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 member'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 member or his/her PBA representative may invoke the arbitration process by providing written notice to the BCC and submitting a Request for Arbitration Panel on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS) within ten (10) days after receipt of the decision at Step 2. If at the initial written step, the PBA refused to represent the member because he was not a dues-paying member of the PBA, the member may appeal to arbitration. Subject to the limitations set forth in this Agreement, if a grievance is not resolved at Step 2, the Association or employee may appeal in writing to arbitration on a form supplied by the BCC within ten (10) days after receipt of the decision at Step 2. Employees covered under the provisions of this Agreement who are not represented by the PBA shall have the opportunity to process grievances to arbitration; provided, however, such member proceeding without the assistance of the PBA shall be required to post a bond in escrow with the BCC in an amount calculated to cover the cost of arbitration, and in no event less than the amount of \$4,500. The bond shall be placed in escrow within a period of thirty (30) days of the member'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. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party who submitted the Request for Arbitration Panel will permit the other party to strike first. The parties shall select an arbitrator within ten (10) days of receiving a list from FMCS.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Escambia County, Florida, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. Unless the arbitrator has a scheduling conflict that is beyond the parties' control, the parties agree that the hearing date will be within three (3) months of the date of selecting the arbitrator. Once the hearing date is scheduled, a continuance may only be granted by the arbitrator for good cause. If a continuance is requested by the grievant, the BCC will not be liable for any damages accruing from the date of the initially scheduled hearing.

- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the PBA, the grievant(s), and the members in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
- (1) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - (3) The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
 - (5) The arbitrator shall be without power or authority to make any decisions:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
 - (b) Limiting or interfering in any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the express provisions of the Agreement.
 - (6) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply in such 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 in no event more than the time limits permitted for initiation of the grievance;

- (b) The award shall not exceed the actual loss to the grievant and will not include punitive damages and will be reduced by the amount of unemployment compensation received by the member during the period of time affected by the award.
- (7) If the arbitrator rules partly for the grievant and partly against the grievant, the arbitrator's fee shall be proportionately shared by the grievant and the BCC as determined by the arbitrator; otherwise, the losing party shall pay the arbitrator's fee. Unless otherwise agreed to by the parties, a grievance that is voluntarily withdrawn without resolution after arbitration has been invoked will be deemed to have been lost, and the BCC will not be responsible for the arbitrator's fee.
- (8) All arbitration hearings will be recorded. If the arbitrator requires a transcript of the hearing, the losing party will pay the court reporter's fee to attend the hearing and the cost to produce the arbitrator's transcript. If the parties should otherwise 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) The PBA will not be responsible for the arbitrator's fee or other related costs where the PBA was neither a party to the grievance nor a representative of the grievant.
- (10) Arbitration decisions shall be final and binding 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.

6.04 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.

B. Failure at any step of this procedure on the part of the BCC to communicate the decision on the grievance within the specified time limits shall permit the PBA member to proceed to the next step.

C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

6.05 Exceptions

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or a member to file a grievance: (1) on behalf of any member without his consent; or (2) with respect

to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceedings, brought by an individual member or group of members or by the PBA.

ARTICLE 7

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

7.01 Internal Investigations

A. The parties recognize that correctional officers occupy a special place in American society. Therefore, it is understood that the BCC has the right to expect that a professional standard of conduct will be adhered to by all correctional personnel, regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of correctional officers' misconduct, the BCC reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed shall be consistent with the law.

B. The procedures provided in §112.532 and §112.533, Florida Statutes, shall apply to investigations conducted pursuant to this Article. The Chief Corrections Officer or his/her designee shall be responsible for ensuring the officer(s) conducting the investigation are aware of this requirement. These procedures shall not apply to criminal investigations, and all officers subject to such a criminal investigation shall enjoy and exercise the same rights available to all citizens.

7.02 Rights of Officer Under Investigation

A. If an officer is under investigation and subject to interrogation for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation shall be conducted in accordance with §112.532(1), Florida Statutes, and as provided in this Article.

B. The interrogation shall be conducted at a reasonable hour, preferably while the officer is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If an officer is off-duty at the time of the interrogation, the time shall be considered time worked. If it occurs while on-duty, the immediate supervisor of the officer shall be notified of the interrogation.

C. If the interrogation is conducted by a BCC employee, it shall take place in an Escambia County building.

D. The officer shall be informed of the rank, name, and command of the officer-in-charge of the investigation, the interrogating parties, and all persons present during the interrogation. All questions directed at the officer shall be asked by and through one interrogator at any one time.

E. The officer shall be informed of the nature of the investigation prior to any interrogation and informed of the names of all complainants. The complaint, all witness statements, and other existing evidence relating to the investigation, must be provided to the officer who is the subject of the complaint before beginning the interrogation of that officer.

F. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are necessary.

G. The officer shall not be subjected to abusive or offensive language or threatened with transfer, dismissal, or other disciplinary actions. No promise, reward, or threat of action shall be made as an inducement to answering any questions.

H. The complete interrogation, including when recesses are taken, shall be recorded, and there shall be no unrecorded questions or statements.

I. The officer shall not be obligated to give a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement, or to resolve a conflict that arises as a result of new information learned subsequent to the initial interrogation, provided the officer is provided a copy of any recording of the initial interrogation session.

J. If the officer is under arrest or is likely to be arrested as a result of the interrogation, he or she shall be fully informed of his or her legal rights prior to any interrogation.

K. At the request of the officer, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for duty. However, such representative may not actively participate in the proceedings but may confer with the officer.

L. In the event the officer may possess items or substances of evidentiary value, the procedure for obtaining the evidence may be completed without delay, but no statement shall be taken from the officer until he or she has had an opportunity to obtain representation in accordance with Section 7.03(B) below. The taking of body fluids, breath test, or other similar test will be governed by the current policy on drug and alcohol screening, and in accordance with applicable laws.

7.03 Investigation of Complaints

A. When a complaint is filed against an officer, the BCC will make every effort to ensure that the complaint and any related witness statements are reduced to writing or recorded and signed.

B. If the complainant refuses to provide a sworn statement, the supervisor receiving the complaint will reduce the complaint to writing and forward it through the chain of command for a determination on a course of action. If the complainant is anonymous, the supervisor receiving the complaint shall so attest to that fact in writing prior to submitting the complaint. Anonymous or unsworn complaints will not result in disciplinary action unless clear and convincing evidence is developed as a result of an investigation.

C. A complaint and all information obtained pursuant to the investigation of the complaint will be confidential and exempt from the provisions of §119.07(1), Florida Statutes, until the

investigation ceases to be active or the chief correctional officer or designee provides written notice to the officer who is the subject of the investigation, either personally or by mail, that the agency has concluded the investigation. Notwithstanding the foregoing, an officer who is the subject of a complaint, along with legal counsel or his/her representative, may review the complaint, all witness statements and any existing evidence immediately before beginning the interrogation. When requested, an officer shall be given up to forty-eight (48) hours to contact, consult with, and secure the attendance of a PBA representative at the interrogation. All statements provided by the officer under investigation shall be made under oath pursuant to §92.525, Florida Statutes.

D. Pursuant to §112.533, Florida Statutes, personnel assigned the responsibility of investigating a complaint and preparing the report shall, at the time the report is completed, verify pursuant to §92.525, Florida Statutes, that the contents of the report are true and accurate and include the statement, sworn and subscribed to, pursuant to §92.525, Florida Statutes.

D. Upon the conclusion of the investigation, the officer who is the subject of the investigation shall be notified in writing, either personally or by mail, that the chief correctional officer has concluded the investigation and determined whether or not to proceed with disciplinary action.

E. Pursuant to §112.532(4), Florida Statutes, a dismissal, demotion, or other personnel action that may result in a loss of pay may not be taken against an officer unless the officer is notified of the action and the reason or reasons for the action before the effective date of the action. Further, when an officer is subject to disciplinary action consisting of suspension with loss of pay, demotion or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report before imposing such disciplinary action.

F. In cases where the BCC determines: (1) an officer's absence from the work location is essential to the investigation; and (2) the officer cannot be reassigned to other duties pending completion of the investigation, the officer may be placed on administrative leave with pay, leave without pay, or allowed to remain in a paid status using accrued leave.

G. Unless required by statute, no officer shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his or her responses during an investigation of a complaint or allegation.

H. Only sustained findings may be inserted in personnel records. Findings which are not sustained shall not be inserted in permanent personnel records or referred to in performance evaluations. All such findings shall be maintained in the Internal Affairs files of the appropriate division under the name of the complainant.

7.04 Disciplinary Action

A. An officer who has completed the probationary period and achieved Regular Full-Time status with the BCC may be disciplined only for just cause.

B. The BCC generally follows a policy of progressive discipline, which will be applied on a fair, impartial, and consistent basis. The parties recognize, however, that serious violations may constitute grounds for immediate suspension or termination.

C. Forms of Discipline (in order of severity):

Letter of Verbal Reprimand—A letter of verbal reprimand serves to document a verbal reprimand for a minor violation.

Written Reprimand—A written reprimand serves to notify an employee of a repeated minor violation or the first occurrence of a more serious violation.

Suspension without Pay or Demotion—Suspension without pay or demotion may be warranted after repeated violations or, regardless of prior conduct, in the case of a serious violation. The action will be documented on a *Notice of Disciplinary Action* form. Suspension may be imposed for 1-30 days depending upon the severity of the violation. The BCC shall have the discretion to deduct hours from an employee's accrued leave equal to the duration of the imposed suspension in lieu of relieving an employee from regular duty, and the employee will not be permitted to work hours in excess of his/her regularly scheduled shifts during the term of suspension without prior authorization.

Termination—Termination may be warranted after repeated violations or, regardless of prior conduct, in the case of an egregious violation. The action will be documented on a *Notice of Disciplinary Action* form.

D. If suspension without pay, demotion, or termination is pending, the officer will be provided with a *notice of predetermination hearing* and a *notice of pending disciplinary action (NOPDA)* along with any supporting documentation, including, if applicable, a complete copy of the investigative file as provided in §112.532(4), Florida Statutes. The hearing will be conducted by the relevant division manager in conjunction with the Human Resources Department. The officer may request that a representative attend the hearing. Following the hearing, the division manager will prepare a written decision with appropriate findings of fact and, if applicable, provide *notice of disciplinary action (NODA)* to the officer before the effective date of any resulting action.

E. An officer who has achieved regular full-time status may initiate review of disciplinary action involving suspension without pay, demotion, or termination in accordance with the grievance procedure provided in Article 6 of this Agreement. Written reprimands will be subject to the grievance procedure in Article 6, but only through Step 2.

F. An officer who has not completed the probationary period and achieved Regular Full-Time status or who is disciplined for acts committed prior to achieving regular full-time status will not be entitled to invoke the grievance procedure provided in Article 6.

ARTICLE 8

ROLLBACKS, LAYOFFS AND RECALL

8.01 Layoffs

A. For the purpose of this Article, a *layoff* is a reduction in the number of officers employed by the BCC due to lack of work, lack of funds, or any other reason other than the acts or delinquencies of the officer.

B. A layoff may occur only after all non-essential members of the affected division have been laid off.

C. No officer with permanent status in an affected class shall be laid off while an officer on probationary status is serving in the same class.

D. If it becomes necessary to impose layoffs of bargaining unit members during the term of this Agreement, the BCC will provide written notice to the PBA and, upon request, agree to meet with the designated PBA representatives to discuss options related to the implementation of the pending layoff, including, but not limited to, natural attrition, voluntary early retirement, order of layoffs, and recall rights.

8.02 Rollbacks

A. For the purpose of this Article, a *rollback* is a reduction in the rank of an officer by the BCC due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the officer.

B. If it becomes necessary for the BCC to impose rollbacks for bargaining unit members subject to this Agreement, they will be imposed on the basis of time in grade within the classification in the affected division (Road Prison, Jail), which shall be determined by the date of the most recent promotion/lateral transfer to or the date of hire to a permanent position within the bargaining unit. If two officers have the same time in grade, then seniority, as defined in Article 12 of this Agreement, shall prevail. Rollbacks will be imposed in reverse order of time in grade for the affected rank. Such rollbacks shall occur only after all intermittent, temporary, and term employees performing the duties of a corrections officer of the ECCD have been rolled back or laid off, subject to Paragraph 8.01 above.

D. When a rollback is imposed, the officer will be placed in the highest possible rank applicable to his/her time in grade. An officer's pay will be reduced by a maximum of ten percent for each reduction in rank.

8.03 Recall

A. Officers shall be recalled from rollback or layoff based on their former seniority as defined in Article 12, provided they are currently qualified to perform the work in the job classification to which they are recalled.

B. The BCC shall provide *notice of recall* by return receipt, certified letter to the separated officer's last known home address. Concurrently, the BCC shall provide the PBA with a list of those officers notified of a recall.

C. The officer shall have thirty (30) calendar days from the date of the returned receipt in which to respond to the recall notice. If a written response is not received by the BCC within that time, or if the officer declines the position, the BCC has no further obligation under this Article. The BCC will not hire new officers until all officers eligible for recall are provided with notice and the opportunity to respond as provided herein.

D. The rank, salary, leave credits, allowable retirement benefits, and years of service to which a recalled officer is entitled shall be the same as if there had been no break in service. The time retrenched shall not be counted as time in service.

E. An officer's re-employment/recall rights under this Agreement shall expire eighteen (18) months from the date of the layoff.

ARTICLE 9

CLASSIFICATION REVIEW

9.01 Performing Duties in a Higher Classification

A. Except in the case of an emergency, officers shall not be required to perform duties generally performed by a person in a higher paid classification.

B. When an officer alleges that he/she is being regularly required to perform duties which are not included in the position description of the position being filled by the officer and the officer alleges that the duties assigned are not included in the class specifications to which the position is allocated, the officer may request that the Human Resources (HR) Director or designee review the duties assigned to the officer's position. The HR Director shall notify the Union of a decision within thirty (30) days after receipt of a request for classification review.

ARTICLE 10

ACTING RANK

10.01 Eligibility

Each time an officer is officially designated by the appropriate supervisor to act in a higher classification than the officer's permanent classification and actually performs said duties for a period of more than eighty (80) consecutive work hours, the officer shall be eligible for a promotional pay increase to the higher classification for time during which he or she is acting in the higher rank, and the pay increase shall be retroactive to the beginning of the eighty (80) hour period. Officer(s) in an acting capacity shall not be removed or rotated for short periods of time in order to avoid payment under this Section.

10.02 Method of Compensation

It is understood by the parties that, insofar as pay is concerned, officers temporarily filling a position in a higher classification shall be paid according to the same compensation method as permanent promotions to that classification as detailed in Article 22.

10.03 Acting Rank Limitations

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

ARTICLE 11

SAFETY

11.01 General Safety Statement

A. The parties acknowledge that corrections is, by its very nature, a hazardous occupation and officers understand that the nature of the job environment exposes them to hazardous

conditions. The BCC will make a reasonable effort to ensure that its equipment, working conditions, and the job environment will not jeopardize the health or safety of officers. Nothing in this Article limits the management rights expressed in Article 20. Officers will make a conscientious effort to maintain a safe working environment.

B. The BCC will make a reasonable effort to ensure that the equipment it purchases will not jeopardize the health or safety of officers and will be adequately maintained. Within the limitations imposed by the performance of duty, officers will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to ensure equipment is inspected and not subject to abuse.

C. The BCC will provide a safety shoe allowance to officers assigned to the Work Annex in an amount up to \$150 per year as offered to other employees of the BCC who regularly work in an environment where the BCC safety division has indicated protective footwear is required. The shoe allowance will be subject to an appropriation of funds by the BCC.

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

11.02 Vehicle Safety

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

11.03 Firearms Safety

A. Due to the fact that all correctional officers may be required to guard and/or escort inmates while armed, officers must qualify at least annually on an approved CJSTC handgun course. Officers must also qualify annually on an approved CJSTC shotgun course.

B. Temporary assignments – Any member not able to maintain proficiency with their service weapon may be temporarily assigned to duties which do not require firearms until remedial training can be provided. Temporary assignment is highly recommended under these conditions, however, the decision is at the discretion of the BCC or its designee.

C. While assigned to temporary duty, additional on-duty counseling and training shall be provided. Retesting shall be conducted within a reasonable amount of time.

D. Exceptions – Members assigned to light duty, medical leave, or disability leave are exempt from the requirement; however, they shall not be allowed to return to full duty until they have met all foregoing requirements.

11.04 Safety Committee

The Chief Corrections Officer shall establish a safety committee comprised of five members of the Work Annex and five members of the Jail Division (ECJ). The committee shall hear

suggestions, reports, and complaints concerning safety issues. Recommendations of the committee shall be reviewed by the Chief Corrections Officer or designee.

ARTICLE 12 **SENIORITY**

12.01 Definitions

A. Road Prison Division

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

B. Jail Division

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

12.02 Seniority Application

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

ARTICLE 13 **LEAVES OF ABSENCE**

13.01 Definition

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

13.02 Sick Leave

A. Sick leave shall be earned by officers at the rate consistent with other BCC classified employees.

B. If the amount of sick leave used is in excess of three (3) consecutive workdays, an acceptable certification of illness from a licensed physician may be required of the member upon returning to work. However, where there is a demonstrable pattern of excessive use of sick leave, the BCC may require a physician's certificate before approving an officer's sick leave request.

C. In order to encourage and reward officers who exercise care in the maintenance of their personal health and job attendance, the BCC agrees to pay the officer upon retirement in good standing, fifty percent (50%) of the officer's sick leave balance up to a maximum of one thousand and forty (1,040) hours pay-out. Payment shall be at the officer's applicable rate of pay.

D. Payment for unused sick leave will apply only to accumulated sick leave earned as an employee of the BCC and/or approved transfer of sick leave from another Escambia County agency as determined by BCC regulations.

E. Sick leave shall not accrue for a period in which the officer is on suspension or leave without pay status.

F. In the event the officer's death occurred in the line of duty, the BCC agrees to pay one hundred percent (100%) of all unused sick leave at the officer's applicable rate of pay to the officer's beneficiary in accordance with §222.15, Florida Statutes.

G. Sick leave and annual leave shall be deducted on the basis of actual time (to the nearest quarter hour) the officer is absent from his or her scheduled workday.

H. Officers may participate in the BCC sick leave pool.

I. Sick leave may be used in the same manner as that approved by Human Resources Policy and Procedures for other classified employees.

13.03 Annual Leave

A. Annual Leave shall accrue monthly according to the table below:

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

Note: The following individual will continue to accrue annual leave at a rate of 18 hours per month:
B. Owens.

B. A total of four hundred (400) hours of annual leave is the maximum that may be carried over from one anniversary date to the next. Leave in excess of four hundred (400) hours if not taken by the anniversary date shall be lost.

C. At the BCC's discretion, an officer may be permitted to carry over accrued annual leave hours in excess of four hundred (400) hours if the officer has made a good faith attempt to use annual leave and the request was denied by the BCC. Such a request must be submitted in writing to the Chief Correctional Officer.

D. Where practicable, the scheduling and use of leave of for forty (40) consecutive hours or more, shall be requested at the beginning of the calendar year; however, in implementing this provision, nothing shall preclude the BCC from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave. If it is necessary to limit the number of employees on leave at the same time, officers with the greatest seniority with ECCD shall be given first priority.

E. Annual leave shall not accrue for a period in which the officer is on suspension or leave without pay status.

F. All accumulated annual leave is payable upon separation at the officer's applicable hourly rate of pay, to be paid on the next pay period following separation.

G. In the event of the officer's death, the BCC agrees to pay to the officer's designated beneficiary all unused annual leave at the officer's applicable rate of pay.

13.04 Disability Leave

A. An officer who sustains a work-related disability and meets the eligibility requirements, as provided for in Section 440.15(11), Florida Statutes, shall be carried in full-pay status.

B. Where an officer is temporarily disabled as a result of work-related injury or illness and is temporarily unable to perform his or her normal work duties, the BCC shall temporarily assign substitute duties within the officer's medical restrictions, but only as such duties are available and necessary for the benefit of the BCC or as required by applicable law.

13.05 Funeral Leave

Up to three (3) days of funeral leave with pay shall be granted in the event of a death in the officer's immediate family for periods of bereavement and/or attending the funeral. *Immediate family* is defined as spouse, children, grandchildren, mother, father, sister or brother, step-mother, step-father, step-sister or brother, mother-in-law, father-in-law, grandfather, grandmother, spouse's grandparents or other member of the officer's immediate household. This leave shall not be deducted from the officer's accumulated annual or sick leave. Leave in excess of three (3) days shall be deducted from the officer's annual or sick leave, at the officer's discretion. No more than six (6) days of funeral leave may be used during the course of a fiscal year without approval of the BCC. Persons on suspension or leave without pay shall not be eligible for funeral leave.

13.06 Stress Leave

An officer who is directly involved in a work-related incident resulting in death or serious injury to another party shall be granted one (1) day of stress leave with pay in order to allow the officer to recover from the incident. Such leave shall not be deducted from the officer's accumulated annual or sick leave and may be accompanied by a requirement that the affected officer visit a designated

counselor or psychologist, etc., as determined and paid for by the BCC before the officer returns to duty.

13.07 Military Leave

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

13.08 Leave Without Pay

A. Leave without pay may be granted by the BCC. This leave shall not under any circumstances be authorized for more than one (1) year except for military leave. A request for leave shall be submitted in writing to the BCC at least ten (10) calendar days prior to the starting date of the leave.

B. An officer who is incapacitated because of injury or physical or mental illness may, with approval of the BCC, be placed on leave without pay until such time as the officer is medically able to return to work.

C. An officer who is on a leave of absence without pay authorized by the BCC and returns within a twelve (12) month period shall be deemed to have continuous service on their previous classification; however, such leave time shall not be used in determining the officer's seniority.

13.09 Holiday Leave

A. Officers who are required to work on designated County holidays will be paid a total of two (2) times the regular rate of pay and shall not accrue any holiday leave or shall receive straight time pay for all hours worked and have up to twelve (12) hours added to their holiday leave balance depending on their regular schedule of work.

B. When an officer's regularly scheduled workday does not include a designated County holiday, the officer will receive up to twelve (12) hours of holiday leave depending on their regular schedule of work. This holiday leave will be added to the officer's holiday leave balance and that balance shall not exceed 160 hours in any fiscal year, and no more than forty (40) hours may be carried over into the next year at the employee's discretion. Such election must be made no later than August 1 of each calendar year.

C. Officers shall be granted those holidays as designated annually by the BCC for other classified County employees.

D. Request for leave on designated holidays-off shall be granted on a seniority basis subject to staffing requirements.

E. In the event of the officer's death, the BCC agrees to pay to the officer's designated beneficiary all unused holiday leave at the officer's applicable rate of pay.

13.10 Requests for Leave

All leave must be requested in writing and shall be approved or denied in writing. If denied, a copy of the written request and denial with stated reasons will be provided to the officer.

13.11 Transfer of Leave

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

ARTICLE 14
REPLACEMENT OF PERSONAL PROPERTY

A. Watches, Prescription Glasses, or Medical Aids

If an officer's watch, prescription glasses, medical aids, or other items of personal property that are deemed necessary for the performance of duties are damaged or destroyed while on-duty and acting within the scope of employment, the officer will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Upon proper documentation by the officer of the amount expended, the BCC may authorize reimbursement for repair or replacement of such property not to exceed the following amounts:

Watch -\$75.00

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

B. Other Items

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

ARTICLE 15
PERSONNEL RECORDS

15.01 Personnel File

A. There shall be only one official personnel file for each officer in which commendatory or derogatory information that impacts fitness for promotion or duty is recorded. This record shall be maintained in the Human Resources Office.

B. If any derogatory material is placed in an officer's official personnel file, a copy will be sent to the officer. The officer will have the right to answer any such material filed provided the material is not the product of an issue that has been through any part of the grievance procedure. The officer's answer will be attached to the file copy.

C. An officer will have the right to review his or her own official personnel file at reasonable times as designated by the BCC or designee under the supervision of the designated records custodian.

D. Where the BCC or designee, the Florida Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in

an officer's official personnel file in error or is otherwise invalid, such document will be placed in an envelope together with a letter of explanation. The envelope shall be stamped "NOT VALID."

ARTICLE 16 **FRINGE BENEFITS**

16.01 Principles

A. In order to ensure close communications and cooperation between the BCC and the PBA, it is agreed that the President of the PBA may appoint one (1) officer from the bargaining unit of non-supervisory officers (Certification #1247) and one (1) from the bargaining unit of supervisory personnel (Certification #1248) to serve on the BCC's Benefits Committee. It is understood by both parties that no decision or recommendation of the Benefits Committee shall infringe upon the bargaining rights of the PBA or the BCC.

B. Any new privileges and/or fringe benefits afforded other employees of the BCC will automatically be extended to the officers of this bargaining unit.

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

A. Bargaining unit members will be allowed to participate in the same insurance plans at the same level and cost of benefits provided for all other classified employees of the BCC.

B. Members of the bargaining unit will continue to participate in other insurance programs authorized by the BCC for employees and will continue to pay those premiums through payroll deductions.

16.03 Employee Assistance Program

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

16.04 Education/Training Benefits

The BCC shall reimburse training costs, including out-of-county travel if applicable, for officers attending approved training institutions in accordance with current BCC policy.

16.05 Tuition Reimbursement Program

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

16.06 Wellness Program

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

16.07 Benefits for Officers on Leave of Absence Without Pay

A. Officers on leave of absence without pay shall be eligible to participate in the insurance plans and the Employee Assistance Program provided above.

B. The choice to participate in any or all of the benefits listed above shall reside with each officer, provided that the officer electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the officer according to the method prescribed by the carrier(s).

16.08 Retiree Benefits

A. Retired officers shall be eligible to participate in the insurance plans provided above.

B. The choice to participate in any or all of the benefits listed above shall reside with each retired officer, provided that an officer electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s).

C. Officers will be eligible for an early retirement bonus if available to other classified employees of the BCC.

ARTICLE 17 **HOURS OF WORK AND OVERTIME**

17.01 Hours of Work

A. Officers shall be assigned to eight (8), ten (10) or twelve (12) hour work days. The work week of officers shall be forty (40) hours, except for officers who work a twelve (12) hour shift. The work cycle for officers assigned to twelve (12) hour shifts shall be one hundred sixty (160) hours in a twenty-eight (28) day cycle. Officers shall be compensated for all hours worked on active duty, on and off-duty court time, and call back time.

B. Authorized meal periods or breaks shall be counted as hours worked if the officer is required to remain on stand-by for duty and receive assignments through telephone, radio or pager, or return to duty during the period.

17.02 Overtime

A. Time worked in excess of forty (40) hours per week for eight (8) or ten (10) hour work days shall be compensated at the rate of time and one-half (1 ½). For officers assigned to twelve (12) hour shifts, hours worked in excess of the normally scheduled work hours in a work week shall be considered overtime and compensated at the rate of time and one-half (1 ½). In weeks when a holiday recognized by the BCC occurs (does not include any floating holiday) and the employee does not work their regularly scheduled shift due to being off in observation of the holiday, such holiday time will be considered as hours worked for purposes of overtime eligibility in that work week.

B. The BCC shall determine at its sole discretion whether an employee is to be credited with compensatory leave or receive overtime pay for overtime hours worked. Compensatory leave will be paid on an annual basis. If an officer accrues more than forty (40) hours of overtime, the officer may be required to use compensatory leave before using accrued annual leave. An employee may only receive overtime pay for overtime hours worked for another division or department. No more than eighty (80) hours of compensatory leave may be accrued for overtime hours worked.

17.03 Day of Rest

The parties agree to maintain the Day of Rest (DOR.) This provision will be reviewed upon each wage reopener.

ARTICLE 18 CALL-BACK AND COURT TIME

18.01 Call-Back Time

A. When it is necessary for the BCC to require an officer to return to work at a time outside the officer's scheduled hours of work, such time shall be compensated as call-back time at the rate of time and a half unless the call-back is due to the officer's non-completion of work or other cause due to the officer's actions. Call-back time shall include time spent traveling from portal to portal.

B. If an officer is called back within one (1) hour prior to the beginning of a regularly assigned shift or is called back immediately after the completion of a regularly assigned shift, then the following applies:

1. If called to duty within one (1) hour prior to the beginning of a regularly assigned shift, the officer shall be compensated for actual time worked accruing from the time of the call-back. The call-back time will be added to the hours worked during the regularly assigned shift that follows the call-back duty.
2. If called back within one (1) hour after the completion of a regularly assigned shift, the officer will be compensated for one (1) hour plus any additional time actually worked until the officer is released from call-back duty.

C. If an officer is called back more than one (1) hour before the shift or called back more than one (1) hour after a regularly assigned shift, the officer shall receive a minimum of three (3) hours compensation plus any additional time actually worked until the officer is released from call-back duty.

D. Meetings or training sessions scheduled with at least twenty-one (21) days prior notice at times occurring outside of the officer's regularly assigned shift will not be compensated as call-back time but will be counted as time worked.

18.02 Court Time

A. When it is necessary for an officer to appear in a job-related court case outside the officer's scheduled hours of work, such time shall be compensated as provided above. The provisions of 18.01 shall apply to court time.

B. Officers shall be granted administrative leave to attend jury duty during normally scheduled work hours. Officers will provide their immediate supervisor with a copy of the jury summons.

ARTICLE 19

UNIFORMS, EQUIPMENT AND VEHICLES

19.01 Uniforms

A. Officers will be issued sufficient quality uniforms and uniform accessories to provide the officer with one complete uniform for each workday, plus one spare uniform.

B. In order to ensure a professional appearance, all uniform articles shall be replaced when they become torn, frayed, permanently soiled or in other condition that renders the uniform article unserviceable and/or presents the officer as unprofessional in appearance.

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

D. The BCC will provide a shoe allowance to all officers in an amount up to \$150 per year. The shoe allowance will be subject to an appropriation of funds by the BCC. This section shall not apply to officers assigned to the Work Annex who receive a safety shoe allowance pursuant to Article 11 of this Agreement.

19.02 Equipment

A. An officer may carry a firearm that has been deemed appropriate by the BCC. The officer must qualify with the firearm that is carried. Any officer changing from a revolver to a semi-automatic shall satisfactorily complete a transition course and qualify with the new firearm. Officers currently carrying a semi-automatic shall provide documentation of successful completion of a transition course before being allowed to continue to carry the semi-automatic.

B. Where the Facility Commander or designee determines that shotguns are necessary for officers' assignments, one shall be issued. Officers must be qualified with the shotguns to be issued one. Shotguns will be used only within Departmental policies and applicable laws.

C. Carrying of personal firearms and personal police equipment shall be in accordance with current BCC firearms policy and applicable laws.

19.03 Vehicles

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

ARTICLE 20

MANAGEMENT RIGHTS

A. The PBA agrees that the BCC has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the BCC has not officially abridged, delegated, or modified by the express provisions of this Agreement are retained by the BCC. The rights of the BCC through its management officials, shall

include, but shall not be limited to, the right to determine the organization of the BCC ECCD; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the BCC correctional facilities; to set standards for service to be offered to the public; to direct the officers including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule officers in positions within the BCC ECCD; to suspend, demote, discharge, or take other disciplinary action against its employees for proper cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine, or abolish job pay positions; to change or eliminate existing methods of operation, equipment, or facilities.

B. The BCC has the sole authority to determine the purpose and mission of ECCD; the prepare and submit budgets to be adopted by the Escambia County Commission.

C. Those inherent managerial functions, prerogatives and policy-making rights which the BCC has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance procedure contained herein.

D. Delivery of correctional services in the most efficient, effective, and courteous manner is of paramount importance to Escambia County. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

E. The above rights of the BCC are not all inclusive but indicate the type of matters or rights which belong to and are inherent by the BCC in its general capacity as management. Any of the rights, powers, and authorities that the BCC had prior to entering into this collective bargaining Agreement are retained except as modified by this Agreement.

F. If the BCC fails to exercise any one or more of these functions from time-to-time, this will not be deemed a waiver of the BCC's right to exercise any or all of such functions.

ARTICLE 21

SALARIES

21.01 Pay Schedule

A. The pay grade and base rate for each rank shall be determined by the Pay Schedule, attached hereto and incorporated herein as **Appendix B**, and the promotional procedures defined in **Article 22**. The Pay Schedule depicted in **Appendix B** shall apply to all officers covered by this Agreement. The Pay Schedule represents the officer's base pay. Any other pay and allowances awarded by this Agreement shall be in addition to the officer's base pay.

B. Correctional Officer Trainees shall not be eligible for merit pay increases and, instead, shall be advanced to Correctional Officer in accordance with **Article 22**. Officers hired at the rank or work assignment of Correctional Officer, Road Correctional Officer, or Medical Correctional Officer shall be eligible for merit pay increases upon completion of one (1) year of service and annually thereafter.

C. Officers receiving less than a satisfactory annual performance evaluation shall be

re-evaluated in six (6) months and shall be eligible to receive a merit pay increase upon receiving a satisfactory evaluation.

D. Nothing in this Article shall preclude the BCC from awarding additional merit pay increases if the BCC determines adequate funds are available.

E. Officers covered by this Agreement will be eligible to receive any across-the-board or cost-of-living adjustment (COLA) wage rate increase that may be approved by the BCC and provided to all other County employees.

21.02 Education/Training Incentive Pay

A. Officers shall be eligible for Education/Training Incentive Pay (E/T IP) in accordance with BCC policy. This benefit is not automatically triggered by years of service with the BCC. To be eligible, an officer must earn one hundred (100) hours of qualifying education and/or training time during the previous five (5) year period, time over and above that spent on the job.

B. Classes and training shall include, but not be limited to, those set forth in the Approved Compensatory Training List, which shall be maintained in the Escambia County Human Resources Department.

C. Provisions of this policy shall not duplicate those of Salary Incentive Pay as established by the Criminal Justice Standards and Training Commission (CJSTC) nor the Career Path program as provided in Article 22.

D. Training records, documentation, and disbursement records are subject to audit at any time by BCC Human Resources Department and the Clerk of Court.

E. Officers qualifying for Education/Training Incentive Pay shall receive a 2% (two percent) increase of their base pay at a period not more often than a five (5) year interval, up to a maximum of ten percent (10%).

F. College credit hours that are applied towards a 2% increase for education/incentive training pay, shall not be used again for additional 2% increases.

G. Any course utilized for education/training incentive pay shall not be applied towards the salary incentive program or the career path program.

21.03 Salary Incentive Pay

A. Officers shall earn and be paid Salary Incentive Pay in accordance with §943.22, Florida Statutes, and Chapter 11B-14, Florida Administrative Code.

B. The training section of each division shall be responsible for maintaining the list of approved Salary Incentive Courses.

C. The training section of each division shall be responsible for the correct salary incentive payment to full-time officers.

D. The BCC shall recognize, only once, the successful completion of any specific training course for salary incentive payment.

- E. Any course utilized for salary incentive payment shall not be applied towards education/training incentive pay or the career path program.
- F. The salary incentive program records shall be subject to audit at any time by the BCC Human Resources Department and the Clerk of Court.

21.04 Assignment Pay

Officers placed into assignments as provided in **Appendix C** shall be compensated consistent with the assignment pay as provided in **Appendix C**, attached hereto and incorporated by reference herein. No pyramiding of assignment pay is permitted except as noted in **Appendix C**. Assignment pay may be instituted or discontinued for any officer at the discretion of the Commander.

ARTICLE 22
PROMOTION PROCEDURES

22.01 Career Path Program

A. Definitions

1. The term *seniority* as used in this Article is defined in Article 12 of this Agreement.
2. The term *years of service* as used in this Article shall mean total years of continuous service as an Escambia County Corrections Officer.
3. The term *qualifying training hours* for the purposes of promotion or career progression shall include hours of approved CJSTC training courses that the candidate for promotion or progression successfully completed while off duty. Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.) CJSTC training courses that will not count for promotion or career progression include mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, etc.)

B. TRAINING HOURS THAT ARE UTILIZED FOR QUALIFICATION UNDER 21.02, EDUCATION INCENTIVE PAY, OR 21.03, SALARY INCENTIVE PAY, SHALL NOT BE COUNTED FOR THE PURPOSES OF THE CAREER PATH PROGRAM UNDER 22.01.

C. Candidates for promotion or progression may use approved CJSTC training courses obtained within three (3) years of employment with the Escambia County Corrections Department under the following conditions:

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

D. Up to 100 college credit hours from an accredited college, university or community college may be substituted for each step in the career path program. College credit hours that are applied

towards a career path promotion or progression may not be utilized for additional/subsequent promotions/progression as part of the career path program.

E. The career path program records shall be subject to audit at any time by the BCC Human Resources Department and the Clerk of Court.

22.02 Corrections Officer Career Path

A. Corrections Officer Trainee Non-Certified

Entry level position without state certification. Automatic promotion to Corrections Officer Trainee upon obtaining state certification. Employment is at the pleasure of the Commander(s). Time served as a non-certified Corrections Officer Trainee shall not count toward the probationary period for Corrections Officer Trainee.

B. Corrections Officer Trainee (COT)

Entry level position with one (1) year probationary period. At the BCC's discretion, officers with at least one (1) year prior corrections experience and Florida Police Standards certifications may be hired directly into the position of Corrections Officer. The one (1) year probationary period will remain in effect. No Corrections Officer Trainee shall be promoted without completing one (1) year of service.

C. Corrections Officer (CO)

Promotion to *Corrections Officer* from Corrections Officer Trainee will be automatic upon receiving acceptable evaluation and satisfactorily completing one (1) year of service. The officer will receive a pay increase of 10% as proficiency pay or at least to the minimum of the pay grade.

D. Corrections Officer First Class

Officers rated as Corrections Officer may be promoted to *Corrections Officer 1st Class* upon completing seven (7) years of service/seniority and 120 hours of approved training. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 120 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Corrections Officer 1st Class.

E. Senior Corrections Officer

Officers rated Corrections Officer 1st Class may be promoted to *Senior Corrections Officer* upon completing twelve (12) years of service/seniority and an additional 120 hours of approved training while the officer was in the rank of Corrections Officer 1st Class. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 120 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Senior Corrections Officer.

F. Master Corrections Officer

Officers rated Senior Corrections Officer may be promoted to *Master Corrections Officer* upon completing seventeen (17) years of service/seniority and an additional 120 hours of approved training while in the rate of Senior Corrections Officer. An officer may substitute up to 100 classroom hours of college level courses for the 120 hours of training required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Master Corrections Officer.

G. Medical Corrections Officer

Officers rated Corrections Officer, Corrections Officer First Class, Senior Corrections Officer, or

Master Corrections Officer may be designated as a Medical Corrections Officer upon obtaining certification of EMT Basic in the State of Florida. Officers designated as a Medical Corrections Officer will receive a 15% pay increase based upon the officer's current base wage. Designated Medical Corrections Officers shall at all times maintain the required training and certification standards.

H. Road Corrections Officer

Officers rated Corrections Officer, Corrections Officer First Class, Senior Corrections Officer, or Master Corrections Officer may be designated as a Road Corrections Officer upon completing the approved training and obtaining a Commercial Driver License (CDL) Class A or B. Officers designated as a Road Corrections Officer will receive a 10% pay increase based upon the officer's current base wage. Designated Road Corrections Officers shall at all times maintain the required training and licensing standards.

22.03 Supervisory Career Path – Sergeant

A. A Corrections Officer, Road Corrections Officer, or Medical Corrections Officer shall be eligible to compete for promotion to *Sergeant* when one of the following conditions is met:

1. Three (3) years seniority as a corrections officer with this agency and a Bachelor's Degree in Criminal Justice, Business Management, or a related field.
2. Four (4) years seniority as a corrections officer with this agency and an Associates Degree in Criminal Justice, Business Management, or a related field.
3. Five (5) years seniority and one hundred twenty (120) hours of CJSTC approved advanced/specialty courses.

B. Promotion to Sergeant from Corrections Officer shall result in up to a 20% pay increase reduced by 5% if a Corrections Officer First Class, 10% if a Senior Corrections Officer, and 15% if a Master Corrections Officer, not to exceed the maximum for the pay grade.

C. Promotion to Sergeant shall have a twelve (12) month probationary period.

22.04 Supervisory Career Path – Lieutenant

A. Corrections Sergeants shall be eligible for promotion to *Corrections Lieutenant* whenever one of the following conditions is met:

1. Three (3) years as a Corrections Sergeant with this agency; or
2. Two (2) years as a Corrections Sergeant with this agency and a Bachelor's Degree or higher in Criminal Justice, Management, or a related field.

B. Promotion to Lieutenant shall result in up to a 20% pay increase not to exceed the pay rate of the highest paid Lieutenant in their division but, in any event, not less than a 5% increase without respect to the pay of other Lieutenants.

C. Promotion to Lieutenant shall have a twelve (12) month probationary period.

22.05 Promotions to the classifications of Sergeant and Lieutenant will be division specific with lists generated and maintained for each classification for each division.

22.06 BCC Requirements

Nothing in this Article shall abridge the requirement for officers seeking promotion to first establish their eligibility via the Employment Referral Listing.

22.07 Examination and Selection Process- Sergeant and Lieutenant

A. Sergeant Examination Process

1. 25 points for written exam consisting of 25 multiple choice questions. A minimum score of 80% is required on the written exam to proceed to the oral interview phase.
2. 25 points for a scenario report. A minimum score of 80% is required on the written exam to proceed to the oral interview phase.
3. 50 points for the oral interview consisting of five (5) questions. Scoring for the oral interview is based on the evaluations of each member of the Oral Interview Board.

B. Lieutenants Examination Process

100% score based upon the oral interview consisting of ten (10) questions. Scoring criteria for the oral interview is based on the evaluations of each member of the Oral Interview Board. A score of 80% or higher is required to pass the exam.

22.08 Procedures

A. The structured oral interview shall be used to evaluate a candidate's job-specific skills, including, but not limited to, interpersonal decision making, and communications skills. Candidates will be given priority on leave requests for the day of the interview and/or the day prior.

B. The *Oral Interview Board* shall be a five (5) person board comprised of Florida certified correctional officers. The board members for promotion to Sergeant shall be the rank of Lieutenant or higher, with a minimum of two (2) years in-grade. The board members for promotion to Lieutenant shall be the rank of Lieutenant or higher with a minimum of two (2) years in-grade. The structured interview(s) shall be monitored by the Human Resources Director or designee.

C. The Commander will make the selection for promotion based upon the candidate's scoring from highest to lowest unless the Commander has cause to bypass a candidate due to performance or recent or pending disciplinary action. Tie scores will be broken based upon seniority as a correction officer with the more senior officer being ranked higher than the less senior officer. All promoted officers shall serve a twelve (12) month probationary period from entrance into the new rank as noted on their Personnel Action Form. The promotional list shall be effective for twenty-four (24) months from the date the final list is posted. The list will consist of the top fifteen (15) scores and ties. Twenty-one (21) months after the posting of a promotional list, the Commander will commence the process for a successor list.

ARTICLE 23 **DEFERRED RETIREMENT OPTION PROGRAM**

A. Members of the bargaining unit who meet the requirements of the Florida Retirement System (FRS) may elect to participate in the Deferred Retirement Option Program (DROP) as authorized by §121.091(13), Florida Statutes, and Chapter 60S-11, Florida Administrative Code.

B. Members who participate in the DROP may elect to sell-back a combination of their annual leave, holiday leave, and compensatory leave at the time of entering the DROP rather than at termination of employment, to the limit authorized by the FRS to be included in the averaging of

the employee's high five (5) salary years. However, such sell-back shall not exceed a total of 500 hours (excluding sick leave). Payment will be at the employee's applicable rate of pay. Any amount sold back under this paragraph will be deducted from the allowable amount to be paid back at termination of employment.

ARTICLE 24 **PERFORMANCE EVALUATIONS**

A. The performance of bargaining unit employees shall be reviewed in accordance with the procedures agreed to by the parties. The parties agree that changes to the performance evaluation procedures are a subject of negotiations.

B. Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to the next higher supervisor for review prior to discussion with the employee. The higher level supervisor is not authorized to change the employee's performance evaluation.

C. Performance standards used for evaluation purpose shall be reflective of the primary duties of the employee as evidenced in their written job description.

D. The BCC will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

E. The performance review of an employee shall not be subject to the grievance procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 7.

F. Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

G. The County's evaluation form will be supplemented to include a rating by the Field Supervisors and the Road Correctional Supervisors in rating Road Correctional Officers.

ARTICLE 25 **TOTALITY OF AGREEMENT**

25.01 Limitation

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

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

25.02 No Further Obligation to Bargain

The Board and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any

subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.03 Modifications

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

25.04 Application

This provision shall be interpreted only to maintain the status quo of the contract and shall not be interpreted to allow the BCC to make unilateral changes in wages, hours and other terms and conditions of employment without bargaining in accordance with Article 4 of this agreement.

**APPENDIX A
DUES CHECK-OFF AUTHORIZATION**

I, _____
Print Full Name *Social Security Number*

an employee of the

Escambia County Board of County Commissioners/Road Prison
Employing Agency

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

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

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

Date

Signature

Distribution of Copies:

ORIGINAL – Association

1st COPY – Association

2nd COPY – Employee

**APPENDIX B
PAY SCHEDULE**

Effective upon the first full pay cycle following the effective date of this Agreement, the pay grade and hourly base rate for each bargaining unit classification will be as follows:

Classification	Pay Grade	Base Rate
Corrections Officers - Trainees	A8	\$15.79
Corrections Officers	B1	\$17.41
Corrections Sergeant	B4	\$20.15
Corrections Lieutenant	B8	\$24.49

Effective upon the first full pay cycle following the effective date of this Agreement, current incumbents in each bargaining unit classification will be reassigned to the appropriate Pay Grade on the BCC Pay Scale at the Pay Step closest to the employee's current rate without incurring a decrease in pay. After being reassigned to the appropriate Pay Grade and Pay Step, the hourly rate for current incumbents in each bargaining unit classification will be increased as follows:

Classification	Pay Grade	Pay Step
Corrections Officers - less than 1 year	B1	B
Corrections Officers - 1-3 years	B1	+2% increase
Corrections Officers - 4-6 years	B1	+4% increase
Corrections Officers - 7+ years	B1	+6% increase
Sergeants - less than 1 year	B4	B
Sergeants - 1-3 years	B4	+2% increase
Sergeants - 4-6 years	B4	+4% increase
Sergeants - 7+ years	B4	+6% increase
Lieutenants - less than 1 year	B8	B
Lieutenants - 1-3 years	B8	+2% increase
Lieutenants - 4-6 years	B8	+4% increase
Lieutenants - 7+ years	B8	+6% increase

**APPENDIX C
ASSIGNMENT PAY**

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

<u>Assignment</u>	<u>Monthly Pay</u>	<u>Hourly Pay</u>
1 st Lieutenant	\$300.00	\$1.73
Field Training Officer**	\$325.00	\$1.88
Tactical Response Team/ Canine (non-take home)	\$150.00	\$0.865
Polygraph/CVSA Operator	\$200.00	\$1.15
Jail Work Crew Leader	\$200.00	\$1.15

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

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

This is to certify that the members of the above referenced collective bargaining units certified as Certification Numbers 1247 and 1248 by the Florida Public Employees Relations Commission (PERC) ratified this Agreement on the 7th day of September, 2021.

UNION: FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.

Witness:

[Signature]

[Signature]
President

Date:

9-15-21

Witness:

[Signature]

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Agreement on the 10th day of September, 2021.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Robert Bender, Chairman

Date:

9/17/2021

