

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852/MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2019 - September 30, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Recognition	4
2 Management Rights	5
3 Non-Discrimination	6
4 No Strikes	7
5 Jury Duty - Witness Duty	8
6 Checkoff of Dues	9
7 Seniority	10
8 Leaves of Absence	14
9 Vacations	20
10 Holidays	23
11 Grievance Procedure	25
12 Hours of Work	29
13 Miscellaneous	33
14 Wages	34
15 Insurance	40
16 Union Membership	42
17 Educational Assistance Program	43
18 Waiver of Bargaining	47
19 Term	48
Addendum A - Drug Free Workplace and Drug Testing Policy	49
ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET AND CONSENT TO TEST AND RELEASE RECORDS	60
Addendum B – Pay Plan, Actual Pay Adjustments, and Incentives	

A G R E E M E N T

This AGREEMENT is collectively made and entered into as of October of 2019, and will become effective on October 1, 2019, by and between ALACHUA COUNTY (hereafter referred to as the "County" or "Employer") and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852/Management Unit, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1293, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

ARTICLE 1

Recognition

Section 1-1. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the President of Local #3852 or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union.

1 ARTICLE 2

2 Management Rights

3 Section 2-1. Except as expressly limited by other Articles of this Agreement, the
4 County shall have the exclusive right to manage the facilities, services, and business of the
5 County, and direct the working forces the same as it had prior to the execution of this
6 Agreement.

7 These rights include, but are not limited to, the right to plan, direct, and control
8 operations; to assign work and schedule the working hours; to determine the extent to which
9 County services will be performed by County employees or by contract providers, provided that
10 the Union shall be notified and allowed an opportunity for discussion and consultation prior to
11 any sub-contracting of County services which would affect members of the bargaining unit; to
12 hire, train, promote, demote, and transfer employees; to suspend, discipline or discharge for just
13 cause and to lay off employees for lack of work or for other legitimate reasons; to make and
14 enforce rules of conduct and regulations; to introduce new methods, materials, or facilities, to
15 establish new job classifications and eliminate job classifications, provided that the Union will be
16 notified and allowed an opportunity for discussion and consultation prior to the establishment of
17 a new classification or elimination of classifications affecting the bargaining unit; and to assign
18 overtime work.

1 ARTICLE 3

2 Non-Discrimination

3 Section 3-1. The parties hereby acknowledge their responsibility under Florida Statute,
4 Section 112.042(1) which provides as follows:

5 "It is against the public policy of this state for the governing body of any county or
6 municipal agency, board, commission, department, or office, solely because of the race, color,
7 national origin, sex, handicap, or religious creed of any individual, to refuse to hire or employ, to
8 bar, or to discharge from employment such individuals or to otherwise discriminate against such
9 individuals with respect to compensation, hire, tenure, terms, conditions, or privileges of
10 employment, if the individual is the most competent and able to perform the services required."

11 Any claim or charge of discrimination may be processed through the grievance procedure
12 provided for in this Agreement but shall not be brought to arbitration unless the grievant(s) signs
13 a statement electing to have the matter brought to arbitration exclusively and waiving any right
14 thereafter to file charges with any state or federal board, commission, agency, or court
15 concerning the same matter.

1 ARTICLE 4

2 No Strikes

3 Section 4-1. The parties hereby recognize the provisions of Chapter 447 of the Florida
4 Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and
5 incorporate those statutory provisions herein by reference. The parties further agree that the
6 County shall have the right to discharge or otherwise discipline any employee(s) who engage(s)
7 in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion.

1 ARTICLE 5

2 Jury Duty - Witness Duty

3 Section 5-1. Jury Duty. When an employee is required to serve on jury duty, the
4 employee shall be relieved of responsibility for his or her regular work shift, and the County
5 shall pay the employee the amount that would have been received had the employee worked
6 his/her regular work shift. All employees who are required to serve on jury duty shall report to
7 their supervisor or department head that they have been notified for that purpose within twenty-
8 four (24) hours of receiving such notice when possible but in no event later than the beginning of
9 the next work shift. When an employee is finally released or is excused from jury duty, the
10 employee shall, as soon as possible, notify his or her supervisor of his/her availability for work.

11 Section 5-2. Witness Duty. Any employee, upon the request and for the benefit of the
12 County, attends any legal proceedings involving the County, or is subpoenaed to any court
13 proceeding involving the County, shall be paid as if engaged in the employee's normal work. If
14 the employee is subpoenaed to any legal or court proceeding in which the employee is not
15 personally or monetarily interested, he/she shall be paid as if engaged in the employee's normal
16 work, time spent traveling to and from those proceeding and wait time related to the employee's
17 testimony that occur during the employee's regularly scheduled work hours, shall be considered
18 as time worked.

19 Section 5-3. Fees. Any fees, excluding mileage, received as a juror or witness while being
20 paid as a County employee shall be reimbursed to the County as a condition of approval for any
21 civil leave request.

1 ARTICLE 6

2 Checkoff of Dues

3 Section 6-1. Authorization. The County agrees to make a deduction of Union dues,
4 initiation fees, and assessments from the paycheck of any employee covered by this Agreement
5 upon written authorization signed by the employee directing the County to make such deduction
6 and transmit an amount to the Union. The deduction authorization shall continue until one of the
7 following occurs:

8 (a) the employee gives written notice to the County and the Union revoking the dues
9 deduction authorization; or

10 (b) the employee is terminated.

11 The dues deduction cancellation shall be effective thirty (30) calendar days following the day it
12 is received by the County and the Union.

13 Section 6-2. Remission of Dues to Union. The amounts to be deducted as dues shall be
14 certified to the County by the Financial Secretary of the Union. The County agrees to remit such
15 dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County
16 \$125.00 for processing the dues checkoff no later than October 30 of the fiscal year. For the
17 payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or
18 deletions of employees in the bargaining unit, the names of employees on whose behalf dues
19 have been deducted and remission of the net amount of dues deducted.

20 Section 6-3. Indemnification. The Union shall indemnify, defend, or hold the County
21 harmless against any and all claims, demands, suits, or other forms of liability that shall arise out
22 of or on account of any payroll deduction of Union dues. The Union agrees that in case of error,
23 proper adjustment, if any, will be made by the Union with the affected employee.

1 ARTICLE 7

2 Seniority

3 Section 7-1. Definition. Seniority is an employee's length of continuous service with the
4 County, dating from his or her last date of hire and upon completion of the probationary period.
5 Employees with the same date of hire shall have seniority standing among themselves based
6 upon the chronological order in which they applied for employment. Applications will be time
7 and date stamped when submitted.

8 Section 7-2. Probationary Employees. A new employee shall be considered a
9 probationary employee for twelve (12) months after which seniority shall date back to the date of
10 hire as a permanent employee. During such probationary period, a probationary employee shall
11 not have seniority and may be laid off, discharged, or otherwise terminated by the County and
12 such action shall not be subject to the grievance procedure of this agreement. During such time,
13 an employee will not be considered "permanent" or be eligible for any benefits afforded
14 permanent employees.

15 Employees who receive a promotion, or who transfer to a different classification, shall be
16 on probation in that classification for a period of six (6) months during which, if they are not
17 retained, they shall be returned to their former classification if it exists and there is a vacancy
18 available. If an employee is absent on excused leave for more than thirty (30) consecutive
19 calendar days during this promotional probationary period, the promotional probationary period
20 may be extended for up to an additional three months. The position from which the employee has
21 been promoted or transferred will not be permanently filled for six months unless operational
22 needs require that it be filled.

23 If the promoted or transferred employee is not retained in his/her new position and the
24 former job has been permanently filled, he/she may exercise the replacement procedure outlined
25 in Article VII, Section 5 of this Agreement.

26 Section 7-3. Promotion/Hiring. In the event a job opening is to be filled by the
27 promotion of an employee in the bargaining unit, the following factors shall be considered in
28 selecting employees for promotion and to fill vacancies and new jobs:

- 1 (a) ability and qualifications to perform the works determined by written, oral or
2 assessment process where possible (in which event the process may be monitored
3 by someone from the Human Resources Office and the Union if so requested);
4 and
5 (b) performance reviews and disciplinary history; and
6 (c) seniority.

7 Where, as among the employees concerned, factors (a) and (b) are relatively equal, factor (c)
8 shall govern.

9 In the event the job opening is to be filled by consideration of applicants not employed by
10 the County, applicants from the bargaining unit shall be compared with non-employee applicants
11 and if factor (a) considerations are relatively equal, factor (c) shall govern selection to fill the
12 job.

13 Section 7-4. Job Posting. In the event a job opening is to be filled, the vacancy shall be
14 posted for a minimum period of ten (10) working days on the County's website. An assessment
15 process will be utilized. If funding is available, it will be facilitated by a professional entity
16 contracted by the department. An interview panel, which shall be comprised of two (2) District
17 Chiefs, one (1) Assistant Chief, and the Fire Chief, will review the candidates, participate in the
18 interview and provide input and a recommendation to the Department Director on filling the
19 vacancy. The Department Director will also sit on the interview panel. The County agrees to
20 formally notify employees who are not selected for promotional opportunities. Such notification
21 shall be in writing and shall identify an employee's opportunity for further discussion with the
22 hiring supervisor(s) regarding the selection process.

23 The County may elect not to post a vacancy if there is a qualified departmental employee
24 who requests a voluntary transfer, or who is being reduced or disqualified from a higher rated
25 position. The Union shall be notified in advance of a position being filled in this manner. Any
26 employee of the Department who has completed his/her probationary period and who is
27 interested in filling the vacancy through a voluntary transfer shall apply in writing to the Human
28 Resources Manager or designee.

1 Section 7-5. Layoff and Recall. For the purpose of Layoff and Recall, seniority is
2 defined as an employee's length of continuous service with the County, dating from his or her
3 most recent promotion date into the affected classification. In the event of a reduction in the
4 work force, newly hired probationary employees in the classification affected shall be first laid
5 off. If further reductions are necessary, non-probationary employees and employees who are on
6 promotional or transfer probation in the affected classification shall be laid off from the
7 classification affected. Employees covered by this contract will be permitted to replace
8 employees in the IAFF Non-Management Unit #3852, if all of the applicable conditions listed in
9 Article 7.6 are met. The order of such layoffs shall be based on seniority with the least senior
10 employees in the classification laid off first, provided that factors (a) and (b) in Section 3 are
11 relatively equal. In the event of the relative inequality of these factors, objectively determined as
12 between employees in the same classification, the employee with the higher values of factors (a)
13 and (b) shall be retained.

14 In the event of a layoff, the County shall notify, in writing, the bargaining unit President,
15 with as much notice as possible, prior to sending formal notification to the employees affected by
16 the layoff.

17 Laid off employees shall be recalled to the classification from which they were laid off in
18 the reverse order in which they were laid off, provided that they have not been terminated under
19 Section 6(e) below. It is understood that persons employed with, and paid by, federal or state
20 grant funds will be laid off or terminated upon the elimination or cut back of such funds
21 regardless of their seniority.

22 In the event any temporary or stand-by positions become available during a layoff, the
23 County will first offer those positions to employees who were laid off in accordance with Article
24 VII, Section 5 of this Agreement. Acceptance of a temporary or stand-by position will not affect
25 an employee's recall rights under Article VII, Section 5.

26 Section 7-6. Loss of Seniority. Seniority and the employment relationship shall be
27 broken and terminated if an employee:

- 28 (a) resigns;
- 29 (b) is discharged and not reinstated;

- 1 (c) is absent from work for three (3) consecutive work days without notification to
2 the County, unless notification would have been impossible;
- 3 (d) is laid off and fails to return to work within ten (10) calendar days after the notice
4 of recall has been sent by certified mail with return receipt requested, addressed to
5 the last known address of record unless there is a reason, acceptable to the
6 County, for such failure;
- 7 (e) is laid off for twenty-four (24) consecutive months or one-half of the employee's
8 seniority at the time of layoff, illness or injury, whichever is lesser;
- 9 (f) is absent from work in the case of sickness or illness or injury incurred on the job
10 for twenty-four (24) consecutive months or one-half of the employee's seniority at
11 the time of layoff, illness or injury, whichever is lesser;
- 12 (g) fails to report for work at the termination of a leave of absence or extension
13 thereof; or
- 14 (h) accepts gainful employment without permission while on leave of absence.

15 Section 7-7. Seniority during Approved Leave of Absence. An employee's seniority
16 shall be retained during an approved leave of absence but shall accumulate further only during
17 leave with pay and for sixty (60) days without pay, except for leave under Article 8, Section 7.

1 ARTICLE 8

2 Leaves of Absence

3 Section 8-1. Sick Leave. All permanent employees shall earn four (4) hours of sick
4 leave with each bi-weekly pay period provided that the employee has been paid for at least three-
5 fourths (3/4) of the work shifts in the pay period. Time spent in collective bargaining
6 negotiations shall be considered as time worked for the purpose of sick leave accrual and
7 employees on leave under Section 7 of this Article shall not lose sick leave accrual for up to two
8 (2) calendar weeks per year of such Section 7 leave. Sick leave shall be earned as of the last day
9 of the pay period. The employee must be in active pay status for at least seventy-five percent
10 (75%) of the pay period in order to accrue sick leave. Persons who work a normal workweek
11 averaging fifty-six (56) hours shall accrue sick leave at the rate of 5.6 five point six hours per bi-
12 weekly pay period, provided the employee has been paid for at least three-fourths (3/4) of the
13 work shifts in that pay period. At the end of each fiscal year, an employee shall have the option
14 of converting up to ten (10) days of sick leave to vacation leave on a two (2) for one (1) basis.
15 The conversion of sick leave will be approved only if the employee has a remaining balance of
16 sick leave of at least one hundred twenty (120) hours, for fifty-six (56) hour per week employees
17 and eighty (80) hours for forty (40) hour per week employees, after the conversion. All requests
18 to convert sick leave must be received by Finance & Accounting prior to October 31. Upon
19 separation from employment after ten (10) years' service, an employee will be entitled to be paid
20 for 50% of his or her accrued sick leave at the current rate of pay. Employees hired on or after
21 April 1, 2011, upon separation from employment after (10) years of service will be entitled to up
22 to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to
23 work either forty (40) or forty-eight (48) hour work weeks, and up to a maximum payout of 700
24 hours (1,400 hour accrual) for employees regularly scheduled to work an average fifty-six (56)
25 hour work week. Employees will be permitted to accrue sick leave beyond the sick leave accrual
26 cap, but will be limited to the aforementioned cap for payout purposes.

27 Section 8-2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the
28 time of its accrual and shall only be taken upon prior approval of the County. Sick leave may
29 only be utilized for employee sickness, sickness in the employee's immediate family residing
30 with him or her (except in the case of children, step-children, parents, step-parents, and current

1 parents-in-law, in which case there will be no residency requirement), necessary doctor's
2 appointments, injury, disability, pregnancy, or for quarantine by health authorities or a physician.
3 Employees may be required to supply proof of sickness, injury or disability. If an employee is
4 sent to a physician of the County's choosing for such purpose, the County will pay the expenses
5 thereof. Utilization of sick leave will be implemented according to the following definitions:

6 (a) Sick leave instance: Any absence due to sickness, illness, or injury that is or is
7 not work related, for any number of consecutive workdays or parts thereof.

8 1. Use of more than two (2) instances of sick leave in a ninety (90) day
9 period without medical certification or the Use of sick leave in
10 combination with days off, holidays off, or other time off without medical
11 certification may be investigated to determine if the employee should be
12 placed on critical attendance or if a violation has occurred that could
13 warrant disciplinary action. An employee placed on critical attendance
14 will be notified in writing that he/she will be required to provide medical
15 certification for a period of three (3) months for the approval of sick leave.
16 After the three (3) months period attendance will be reevaluated. If at the
17 time of reevaluation, sick leave use has reached acceptable standards the
18 employee shall be removed from the critical attendance list and provided
19 written notice.

20 Section 8-3. Leave for Compensable Injury. If an employee sustains a job-related injury
21 s(he) shall be entitled to Workers' Compensation payments in accordance with the laws of the
22 State of Florida. In addition, an employee may utilize available sick leave credits to supplement
23 Workers' Compensation payments. In no instance shall this combination exceed one hundred
24 percent (100%) of the employee's regular base rate.

25 Section 8-4. Short-Term Military Leave. Short-Term military leave shall be granted for
26 purposes of attending military training in accordance with Chapter 115, Florida Statutes. An
27 employee in the United States Reserve Forces or National Guard shall be granted military leave
28 for training purposes with full pay and without loss of benefits. Such military leave shall not
29 exceed 17 working days (maximum 12-hour day) in a calendar year. A request for short-term

1 military leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or
2 followed by proper documentation as soon as possible.

3 Section 8-5. Long-Term Military. Leave shall be granted in accordance with Chapter 115,
4 Florida Statutes and Chapter 250, Florida Statutes. An employee in the United States Reserve
5 Forces or National Guard ordered to active military duty for purposes other than training shall be
6 granted long-term military leave without loss of benefits or seniority, under the following
7 conditions: An employee ordered to active military duty during a declared war or time of war
8 shall receive full pay for the first thirty (30) days of the long-term military leave; and
9 supplemental pay beginning on the 31st day of the long-term military leave, not to exceed one-
10 hundred-eighty (180) calendar days of absence. Supplemental pay is an amount necessary to
11 bring the employee's total salary, including the base military pay and the supplemental pay, to
12 the level earned from County employment at the time the absence for long-term military leave
13 began. The department director is responsible for submitting an Employee Action Form when
14 the employee is entitled to supplemental pay under this policy. An employee in the Florida
15 National Guard ordered to state active duty under provisions of Chapter 250, Florida Statutes,
16 shall receive full pay for up to thirty (30) days at any one time. Following such an absence for
17 state active duty, the employee must perform the employee's County work for at least one full
18 shift before being eligible for another period of long-term military leave for state active duty.
19 Long-term military leave for other purposes shall be without pay, unless an exception is granted
20 by the Administrating Official for unusually compelling circumstances. An employee who is
21 granted long-term military leave shall retain seniority rights. A request for long-term military
22 leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by
23 proper documentation, including military orders, as soon as possible.

24 Section 8-6. Personal Leave for Pregnancy Related Conditions. Permanent employees
25 shall receive personal leave without pay, except as provided for in Section 2 of this Article, for
26 the period of any absence from work caused by pregnancy-related condition. Such leave will be
27 contingent upon certification of the inability to return to work by the employee's attending
28 physician. If the employee desires to work beyond the twenty (20) weeks of the pregnancy, her
29 physician must provide a written statement of approval or a Physician's Evaluation of Pregnant
30 Employee Form to continue working after each visit by the employee.

1 Section 8-7. Personal Leave. Upon written request from an employee submitted
2 reasonably in advance, the County will grant a leave of absence without pay where good cause is
3 shown for one (1) or more days, but not to exceed thirty (30) days. This leave may be extended
4 or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the
5 opinion of the County, are satisfactory. In the operation of this section, the question of whether
6 an employee has accrued annual leave time shall not be considered. These leaves are intended to
7 be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave),
8 education, military service, or extenuating personal reasons. Leave requests under this section
9 shall not be arbitrarily or capriciously denied.

10 Section 8-8. Union Leave of Absence. Members elected to Union positions or appointed
11 by the Union to perform work which takes them from employment with the County shall, upon
12 written request, receive leave of absence without pay for the term of office or up to a period not
13 to exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional
14 year period. Employees desiring leave under this Section shall notify the County two (2) weeks
15 in advance of the date on which such leave is to become effective and shall specify the facts
16 giving rise to the request. If it is impossible to give two (2) weeks notice, the County will waive
17 the two (2) week requirement. No more than two (2) employees in any department shall be off
18 on leave under this Section at any one time unless mutually agreed upon by the parties. Union
19 leave of absence shall be limited to conventions, grievance hearings, contract negotiation,
20 officers to attend regular monthly business meetings, and other Union business mutually agreed
21 upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of
22 absence shall not be arbitrarily or capriciously denied.

23 Nothing herein shall preclude the use of accrued vacation time for union officials to
24 conduct union business that ordinarily would be uncompensated time. The County agrees to
25 make a deduction of one (1) hour vacation leave from all current Union members. The deduction
26 shall be reflected on the second paycheck stub during the months of March, June, September,
27 and December and the leave will be placed into the Union Time Pool for use by the Union. All
28 unused hours shall be carried over to the following calendar year.

29 Section 8-9. Union Time Pool Leave. A time pool will be established under the
30 provisions of Section 8 of this Article. Union time pool leave shall be limited to conventions,

1 grievance hearings, contract negotiations, officers to attend regular monthly business meeting,
2 and other Union business mutually agreed upon by the County and the Union. This time may be
3 used by any Union member with approval from the Union President or Vice President. Requests
4 shall be made to the Department no later than the previous shift and no more than two (2) Union
5 members (inclusive of both IAFF Units) shall be off at any given time. These members shall not
6 be counted in the total numbers of employees permitted to take vacation leave under Article 9,
7 Section 3. Provided that approvals of such leave shall be at the discretion of the Chief or his/her
8 designee. All unused hours shall be carried over to the following calendar year.

9 Section 8-10. Grievance Hearings. Employees who have filed a grievance will be
10 authorized to attend hearings at all four steps with pay if the hearing is scheduled during the
11 employee's normal working hours. The appropriate Union President or Shop Steward may
12 attend with pay if the hearing is during their normal working hours and either the President or
13 Shop Steward is representing the grievant. The Union must submit a list of employees to attend
14 the hearing as direct witnesses. This list must be submitted simultaneously with the notice of
15 appeal to the County Manager's Office to allow for proper departmental notification of the
16 employee's absence. The County Manager or his designee will review the list and authorize
17 absence from work for the employees that the Manager determines should attend. Employees
18 who wish to attend as observers may request vacation time in accordance with established
19 procedures.

20 Section 8-11. Bereavement Leave. An employee who has a death in his immediate
21 family will be granted a bereavement leave of up to five (5) consecutive days and not to exceed
22 forty-eight (48) work hours. Bereavement leave will not be charged to accrued vacation or sick
23 leave. Immediate family is described as father, mother, step-parents, spouse, children, step-
24 children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and
25 sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current
26 grandparents-in-law, grandchildren, and legal guardian, and certified domestic partner.
27 Documentation may be required as a condition for approval of bereavement leave. The
28 Adminstrating Official may approve a longer period of bereavement leave.

29 Section 8-12. Attendance Award. Full-time, permanent employees hired prior to June 1
30 of the calendar year, whose sick leave, family medical sick leave and/or leave without pay hours

1 for that calendar year does not exceed sixteen (16) hours for those employees working an eight
2 (8) hour shift, twenty (20) hours for those employees working a ten (10) hour shift, or 24 hours
3 for employees working a 24 hour shift, shall be credited with a ½ shift of paid personal leave. In
4 the event an employee does not utilize any sick leave, family medical sick leave or leave without
5 pay, (s) he shall be credited with paid personal leave equal to one of the employee's regular
6 shifts. Paid personal leave shall be taken at a time mutually convenient to the employee and the
7 department, shall require prior supervisory approval, and shall be used within three-hundred and
8 sixty-five (365) days from the Annual Awards Ceremony date.

9 Section 8-13. Time Off For Voting. On Election Day, employees who are registered to
10 vote will be allowed time off with pay to vote if their scheduled hours of work do not allow
11 sufficient time to vote. Any such employees must advise their immediate supervisor of a
12 potential time conflict at least forty-eight (48) hours prior to Election Day. In the event such
13 notice is not practicable, the supervisor will make every effort to accommodate the employee.

ARTICLE 9

Vacations

Section 9-1. Vacations/Eligibility and Accruals. Employees who are on the payroll and filling permanent full-time positions shall receive paid vacation based upon their length of continuous service as follows:

BI-WEEKLY PAY PERIODS

	40-Hour Work Week	56-Hour Work Week
	Bi-Weekly	Bi-Weekly
<u>Length of Service</u>	<u>Accrual</u>	<u>Accrual</u>
Less than 1 year (1)	3.24	4.53
1 year but less than 5	3.85	5.38
5 years but less than 10	4.61	6.46
10 years but less than 15	5.38	7.54
15 years and over but less than 20	6.92	9.69
20 years but less than 25	8.46	11.85
25 + years	9.23	12.92

Employees are not eligible to use or to be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this article. The employee must be in active pay status for at least seventy-five percent (75%) of the pay period in order to accrue vacation leave.

Section 9-2. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate for the number of hours the employee would have worked during the week(s) he or she would have worked had vacation not been taken.

1 Section 9-3. Selection of Vacations. Schedules of the available vacation periods for the
2 next calendar year, including all fifty-two (52) weeks of each year, will be posted by October 1
3 of the preceding year. The Department must receive all bids by November 1 of the year. The
4 vacation bid calendar must be posted by November 30. Vacations will be bid in each
5 classification by seniority: two (2) District Chiefs may be off on bided vacation on the same day,
6 contingent on coverage by another District Chief. Requests will not be arbitrarily and
7 capriciously denied. No employee will be allowed to bid vacation in excess of the amount (s)he
8 has accrued, or will accrue, during the next calendar year, including the amount of sick leave that
9 the employee may be eligible to convert in October of that year.

10 Section 9-4. Utilization of Vacation. Employees will be allowed to accrue vacation
11 leave with no cap during the calendar year, but will only be allowed to carry 280 hours for
12 employees assigned to a 40-hour work week or 392 hours for employees assigned to a 56-hour
13 work week to the following calendar year. Employees hired on or after April 1, 2011, shall be
14 allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed
15 to carry two-hundred and forty (240) hours of vacation over to the next calendar year for
16 employees assigned to a 40 hour work week or 336 hours for employees assigned to a 56 hour
17 work week.

18 Employees who terminate shall be paid for any accrued vacation earned to the date of
19 termination but not taken, up to a maximum of two hundred and eighty (280) hours (three
20 hundred ninety-two (392) hours for fifty-six (56) hour employees). Employees hired on or after
21 April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of
22 two hundred and forty (240) hours for employees regularly scheduled to work a forty (40) hour
23 work week or three hundred and thirty-six (336) hours for employees assigned to a 56 hour work
24 week.

25 For employees assigned to a fifty-six (56) hour work schedule, vacations to the extent
26 feasible may be taken in increments of less than one week, but not less than a minimum of two
27 hours with subsequent increments of fifteen (15) minutes. In the event that vacation time is used
28 for educational purposes the time can be taken as a two (2) hour minimum with additional fifteen
29 (15) minutes increments up to twenty-four (24) hours, if there is sufficient staffing and no
30 overtime is generated. For fifty-six (56) hour employees, vacation time may be used for

1 unscheduled purposes after the start of the employee's assigned shift, upon approval of
2 supervision and with as much notice as is practical, provided there is sufficient staffing personnel
3 to cover the shift and no overtime is generated. For fifty-six (56) hour employees, the deadline
4 for submitting leave (Floating Holiday, Military Leave or Vacation Leave) is ninety-four hours
5 before the leave will begin. The deadline for canceling leave (Floating Holiday, Military Leave
6 or Vacation Leave) is ninety-six (96) hours before the leave will begin. For employees assigned
7 to a forty (40) hour work schedule, vacations to the extent feasible may be taken in increments of
8 fifteen (15) minutes with subsequent increments of fifteen (15) minutes. For forty (40) hour
9 employees, vacation time may be used for unscheduled or scheduled purposes upon approval by
10 their supervisor and with as much notice as possible.

1 ARTICLE 10

2 Holidays

3 Section 10-1. Holidays Observed. The following days shall be considered holidays and
4 paid for as such at the employee's straight time hourly rate:

5 New Year's Day

6 Martin Luther King Jr.'s Birthday (observed in conjunction with School Board)

7 Memorial Day (last Monday in May)

8 Independence Day

9 Labor Day

10 Veterans' Day

11 Thanksgiving Day

12 Friday after Thanksgiving

13 Christmas Eve (observed on the last workday before Christmas), or for 40 hour per week
14 employees, the additional Christmas holiday as designated by the County Manager

15 Christmas Day

16 Two (2) Floating Holidays (to be taken during the fiscal year) Floating Holidays are to be
17 taken as full shifts and are not to be divided into hours for purposes of use.

18
19 Section 10-2. Weekend Holiday. Holidays will be observed on the day of their
20 occurrence except that Sunday holidays shall be observed on the following Monday and
21 Saturday holidays shall be observed on the preceding Friday, provided that employees who work
22 on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on
23 the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

24 Section 10-3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a
25 regular workday for an employee and if (s)he is permitted to be off that day due to the holiday,

1 (s)he shall be paid for the number of hours (s)he would have worked in a normal work shift at
2 his/her regular straight time rate provided (s)he works at least 50% of the regularly scheduled
3 workday immediately preceding the holiday and immediately following the holiday, unless the
4 employee is on approved paid leave for at least 50% of both days.

5 If the holiday occurs on a day which is a regularly scheduled day off for the fifty-six (56)
6 hour employee, (s)he will receive additional pay for that workweek equal to one-half of the
7 employees' shift. For an forty (40) hour employee, If the holiday falls (or is observed on a
8 regularly scheduled day off), (s)he will have the option of receiving compensatory time or pay
9 equal to one normal work shift not to exceed ten hours. Employees hired on or after April 1,
10 2011 shall not be eligible to receive Holiday Pay as described in this section (10.3) for holidays
11 that occur on a day which is their regularly scheduled day off.

12 Section 10-4. Holiday Work. An employee who is regularly required to work on holidays
13 shall be paid his/her regular hourly rate at a multiplier of two (2).

14 Section 10-5. Holiday during Vacation. In case a holiday is observed on any day during
15 an employee's vacation, the holiday will be paid as in Section 3 above and will not be charged to
16 the employee's accrued vacation leave.

17 Section 10-6. Floating Holiday for 56 Hour Employees. All such employees shall be
18 allowed time off with pay for twenty-four (24) hours for each of the floating holidays.

1 ARTICLE 11

2 Grievance Procedure

3 Section 11-1. Definition and Procedure. For the purpose of this Agreement, a grievance
4 is any dispute or difference between an employee and Alachua County involving the meaning,
5 interpretation, or application of the provisions of this Agreement. Grievances shall be handled in
6 the following manner.

7 Step 1: The employee shall present the grievance in writing to the Chief of Operations
8 with or without a Union Officer as the employee may choose. The supervisor
9 must answer it in writing.

10 Step 2: If the employee is not satisfied with the written answer of the supervisor in Step 1
11 or if no answer has been given within ten (10) calendar days, then the grievance
12 shall be presented to the Department Head within ten (10) calendar days of the
13 supervisor's answer or failure to supply a timely answer. The Department Head
14 or his designee shall, within ten (10) calendar days of receipt of the written
15 grievance, meet with the employee and a Union representative unless such
16 meeting has been waived. After such a meeting is held, the Department Head
17 must answer the grievance in writing within ten (10) calendar days of the meeting.

18 Step 3: If the Union or employee is not satisfied with the written answer of the
19 Department Head, or if no written answer is rendered by the Department Head on
20 a timely basis, then the Union or employee may, within ten (10) calendar days of
21 the Department Head's answer or of the failure of the Department Head to supply
22 a timely answer, appeal the grievance to the County Manager or designee. The
23 County Manager or designee must meet with a Union representative within
24 twenty (20) calendar days of receipt of the appeal. The County Manager or
25 designee shall answer the grievance in writing within twenty (20) calendar days of
26 the meeting.

27 Step 4: If the Union is not satisfied with the written answer of the County Manager or
28 designee, or if no timely written answer is rendered, the Union Officer shall
29 submit a written request, signed also by the grieving employee(s), appealing the

1 grievance to arbitration within sixty (60) calendar days of the answer or failure of
2 timely answer.

3 In the case of appealing the grievance to arbitration, the Union shall have one hundred
4 twenty (120) calendar days from the date of the letter sent by the County acknowledging the
5 request to proceed to arbitration, to draft the joint request for an arbitrator.

6 In case of discharge or termination, Step 1 will be waived if the grievance has been
7 timely filed.

8 Section 11-2. Arbitrator Selection. The Union's appeal to arbitration shall be submitted
9 to an arbitrator who is a member of the National Academy of Arbitrators and who shall be
10 selected from a list furnished by the Federal Mediation and Conciliation Service by means of
11 alternate striking of names. A coin toss will determine which party strikes first. If either the
12 County or the Union is dissatisfied with the original list, either one may request the Federal
13 Mediation and Conciliation Service provide a second list from which to choose an arbitrator.

14 Section 11-3. Authority of Arbitrator. The arbitrator shall have no right to amend,
15 modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide
16 only the particular issue involved in the grievance presented.

17 The award of the arbitrator shall be final and binding on the County, the Union, and the
18 employee(s) involved, but in no event shall it be retroactive prior to the date the grievance
19 became known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall
20 be shared equally by the County and the Union. If either party cancels an Arbitration, that party
21 is responsible for all costs associated with the cancellation. Costs associated with
22 cancelling/postponing because of "Acts of God", i.e., storms, declared emergencies, etc. will be
23 borne equally by both parties.

24 Section 11-4. Time Limits. No grievance shall be entertained or processed unless it is
25 commenced in Step 1 within ten (10) calendar days after the occurrence of the event giving rise
26 to the grievance or within ten (10) calendar days after the event became known or should have
27 become known to the employee(s). If an employee desires to speak with management about a
28 matter (except discharge) which would otherwise be grievable, (s)he may do so in which event
29 the employee will have four (4) calendar days in which to speak with management and the time

limits for filing a grievance will commence on the fifth day. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all steps in the grievance procedure in order to expedite the processing of a grievance.

Section 11-5. Performance Review Grievance. Non-probationary employees who receive an "unacceptable" or "below expectations" performance review rating may file a grievance concerning that performance review as provided for in this Article, and if the grievance is presented to an arbitrator, the standard for review shall be whether the "unacceptable" or "below expectations" performance review is arbitrary, capricious, and unjust. If the arbitrator rules that it is arbitrary, capricious and unjust, then it shall be removed from the employee's file. If the arbitrator rules that it is not arbitrary, capricious and unjust, the "unacceptable" or "below expectations" performance review shall stand.

Section 11-6. Untimely Performance Reviews.

A. Issues regarding timeliness in the completion of performance reviews shall be resolved exclusively as follows:

1. LEVEL 1. If a performance review is not completed on time, the employee may request a review of the circumstances by the department director.
2. LEVEL 2. If the situation is not resolved within fourteen (14) calendar days of the initiation of LEVEL 1, the employee may present a written appeal to the County Manager.
3. LEVEL 3. In the case of annual performance reviews, if the employee is not satisfied with the resolution at LEVEL 2, (s)he may file a written grievance at Step 3 under section 1 of this Article within seven (7) calendar days of the notice of resolution at LEVEL 2.

B. If the employee feels that performance review factors in the current review instrument do not accurately reflect the duties assigned to his/her position, (s)he may request a copy of the

1 performance review form and reexamination of the performance review instrument by the
2 Personnel Director. Such request must be made prior to the completion of the performance
3 review.

1 ARTICLE 12

2 Hours of Work

3 Section 12-1. Workday; Workweek. Some employees may be assigned to a normal
4 workday of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours.
5 The County may assign forty (40) hour workweek employees any combination of workday hours
6 in a workweek in order to ensure full coverage for county operations. All employees will be
7 made aware of their weekly work schedules at least two (2) weeks in advance, unless there is an
8 emergency or extenuating circumstance that do not allow for the advance notice.

9 Section 12-2. Additional Shift Assignment. In the event an employee in the District
10 Chief classification has worked Additional Hours, to fill a District Chief vacancy (no minimum
11 hours); is assigned to act as a District Chief in charge of a special event (no minimum hours)
12 he/she will be paid additional hours at the employee's current hourly rate, for the number of
13 hours worked or the employee may elect to accrue compensatory time, on an hour for hour basis.
14 Any hours that a District Chief works while waiting for relief will be paid as Additional Hours.
15 These hours do not include completing any shift assignment once the District Chief is relieved.
16 When position vacancies occur, the department will fill the positions by utilizing the out-of-class
17 list. Employees who meet all of the minimum qualifications required to test for the District Chief
18 position will be used first. To be eligible to fill the vacant position, employee must have
19 demonstrated competency in that higher classification through evaluation exercises administered
20 by the Department training staff. If employees are scheduled to work out-of-class and someone
21 calls in for leave after 1800 hours for the next day, employees shall stay as they are scheduled
22 and the vacant position will be filled in the lower classification. If sufficient staffing is not
23 available, the District Chief with the fewest additional hours will be offered the additional hours
24 first. In the event two (2) or more District Chiefs has the same number of additional hours, the
25 assignment will be offered in seniority order. As employees accept additional hours, the hours
26 will be added to their buckets. All buckets will be reset each January 1. If no fifty-six (56) hour
27 District Chief accepts the offer of additional shift assignment, the 40 hour District Chief will be
28 offered the assignment. In the event no District Chief accepts the offer of an additional shift
29 assignment, offers will be made to overtime out-of-class assignment to an eligible employee on

1 the affected shift in the General IAFF Bargaining Unit. All prescheduled District Chief vacancies
2 will be filled a minimum of forty-eight (48) hours in advance.

3 If no General IAFF Bargaining Unit employee is assigned or the assignment results in
4 mandatory overtime in the Lieutenant classification, then a District Chief will be mandated to
5 work. Mandated assignments will be made on a rotating basis, based on the number of
6 mandatory counts in their mandatory bucket. The District Chief with the fewest counts will be
7 mandated to work. In the event two (2) or more District Chiefs have the same number of counts,
8 the assignment will be given to the least senior District Chief. In an effort to achieve an equitable
9 distribution of all Additional Hours opportunities the Department will utilize Telestaff to offer
10 additional assignments and maintain the Department's schedule.

11 Section 12-3. Other Assignment. In the event an employee in the District Chief
12 classification is assigned by the Department Director or designee to attend meetings, trainings
13 sessions, work on special projects or any other work activities of at least one (1) hours in
14 addition to his/her regular shift, the employee will be paid at his/her current hourly rate, for the
15 number of hours worked. Any additional hours attributed to special assignments or projects shall
16 be counted as incidental additional hours.

17 Section 12-4. Compensatory Time. The accrual of compensatory time is limited to eight
18 (80) hours for forty (40) hour work week employees and one hundred and twelve (112) hours for
19 fifty-six (56) hour work week employees. Hours earned in January through September must be
20 used by the end of that calendar year. Hours earned October through December must be used by
21 the end of the next calendar year. Hours remaining at the end of the respective calendar year will
22 be lost. There is no pay out for accrued compensatory time. If an employee transfers to another
23 department or to a non-exempt position, all accrued compensatory time will be forfeited.

24 Section 12-5. Trade Time Policy. Upon prior approval of the Chief of Fire/Rescue or
25 his/her designee, an employee may agree with another employee of the same classification
26 (District Chief) to work in place of said employee during his/her regularly scheduled work
27 assignment, subject to the following restrictions.

- 28 (a) No employee shall be permitted to have another employee substitute for him/her
29 in excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).

- 1 (b) Trade-time will be approved only for permanent, full-time employees of the
2 Fire/Rescue Department.
- 3 (c) The County shall compensate the employee regularly scheduled to work in the
4 amount (s)he would have earned had (s)he worked, and in no manner be liable for
5 any wages for the hours worked by the substitute employee (i.e. out of class will
6 be paid the employee normally assigned).
- 7 (d) Trade-time request forms will be signed by both parties of the trade and submitted
8 to the appropriate District Chief in charge of scheduling, and time prior to the
9 effective time of the trade.
- 10 (e) Traded time will be repaid within twelve (12) months.
- 11 (f) An employee substituting for another employee shall not be eligible to use
12 vacation leave.
- 13 (g) An employee substituting for another employee shall be eligible to use earned
14 sick leave. Such sick leave usage shall be assessed as a correction to payroll at
15 the end of the pay period in which it occurred.
- 16 (h) An employee who fails to report to duty on an approved trade-time shall be
17 assessed the hours from his/her vacation hours as a correction to payroll at the end
18 of the pay period in which it occurred, and the employee will receive Group I
19 disciplinary action for the first offense and loss of Trade-Time privileges for a
20 period of one (1) year from the date of the infraction. Additionally, the
21 employees shall be obligated to pay back all time owed another employee through
22 approved trade time.

23 Section 12-6. Flex Time Policy. Forty (40) hour employees may utilize a flex
24 schedule due to extended work obligations including, but not limited to, training, assessments,
25 planning, etc. The Department Director or designee (employee supervisor) may authorize the use
26 of a flex schedule. Salaried employees must flex their work hours within the bi-weekly pay
27 period. Hourly employees must flex their work hours within the pay week. Should there be

- 1 insufficient opportunity to utilize the flex schedule within the pay period; the employee shall
- 2 have the choice of utilizing compensatory time upon the approval of their immediate supervisor.

1 Article 13

2 Miscellaneous

3 Section 13-1. Bulletin Boards. Alachua County will provide adequate space on existing
4 bulletin boards on which the Union may post, from time to time, notices to provide information
5 or material relevant to members of the bargaining unit. If the Union desires additional space, it
6 may mount a bulletin board for the posting of its notices at locations agreed upon by
7 management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be
8 of a material appearance as management and the Union shall approve. The Union's principal
9 officer shall be responsible for all notices posted under this section.

10 Section 13-2. Union Emblem. Union members will be permitted to wear the lapel or
11 button-type emblem of the Union in a manner that is safe and inoffensive.

12 Section 13-3. Notice of Discharge. The County shall provide a notice of proposed
13 discharge to a regular, permanent, non-probationary employee and to the Union ten (10) calendar
14 days prior to the date of the meeting on the discharge.

15 Section 13-4. Health, Safety and Comfort. The following items will be provided by the
16 County:

- 17 (a) employees presently required to wear a uniform shall continue to be required to
18 do so and will have appropriate uniforms or a uniform maintenance service
19 provided to them;
- 20 (b) all new operational employees will be offered a hepatitis vaccination;
- 21 (c) all operational employees over age 35 will be offered a drug/alcohol test and a
22 biannual physical exam, the results of which will be made available to the
23 employee and the County.

24 Section 13-5. Re-Opener Clause. The county and the union agree that either party may
25 request to reopen one (1) Article each fiscal year with a total of no more than two (2) Articles
26 being opened by each side for the life of this contract except such reopener shall not include
27 Articles or Addenda on wages, it is further agree that if the County and the Union do not reach

- 1 agreement on the opened Article within sixty (60) calendar days the article being opened,
- 2 discussions shall cease, or impasse procedures invoked.

1 ARTICLE 14

2 Wages

3 Section 14-1. Pay Plan Implementation. Effective the first full pay period in October
4 2019, the pay plan in Addendum B to this Agreement (hereinafter “Pay Plan”) is implemented
5 for members in this bargaining unit in the District Chief classifications as further described in
6 this Article 14 and Addendum B. This Pay Plan is the culmination of extensive negotiations
7 between the County and Union. The parties agree that this Pay Plan supports the actual
8 operations of the Fire Rescue Department, provides bargaining unit members with a plain and
9 fair map incentivizing continuing education, ensures that Fire Rescue Department salaries remain
10 competitive with nearby fire departments, encourages an equitable and professional environment
11 that fosters positive morale, and fully addresses all actual or perceived pay inequities and
12 compression resulting from any wage adjustments for bargaining unit members made prior to
13 and until October 1, 2022.

14 Section 14-2. Floating Floor Pay. Employees covered by this Agreement shall receive a
15 wage increase if a newly hired/promoted employee enters or promotes within the bargaining unit
16 at a higher salary within the same classification with less seniority as the incumbent employee.
17 The affected employee(s) salary will be increased by two percent (2%) greater than the new
18 employee’s rate of pay. Such an increase shall occur effective the first full pay period after the
19 new employee’s promotion. The Union and County agree that this Section 14.2 shall be
20 suspended and not applicable to all employees in the bargaining unit from October 1, 2019 to
21 September 30, 2020 due to implementation of the Pay Plan.

22 Section 14.3. Pay Plan Structure. Upon implementation of this Pay Plan, all members of
23 the District Chief classification will be placed at Level 1 of that classification. To progress one

1 level in a particular classification in the Pay Plan, the bargaining unit member must earn the
2 educational requirements identified in the Pay Plan for the next applicable level, complete one
3 year of employment in the level, and not be disqualified from progressing to the next level due to
4 disciplinary action as further described in Section 14.5 (or “Eligibility Requirements”). When
5 bargaining unit members progress from one level to the next level in a classification in the Pay
6 Plan, they will receive the flat dollar amount increase (identified in the Pay Plan) to their base
7 salary associated with the level they are progressing to. Further, the rate of base salary for each
8 classification at each level in the Pay Plan shall be adjusted on October 1, 2020 and October 1,
9 2021 as described in Addendum B. After October 1, 2021, there shall be no additional
10 adjustments to the base salary for each classification in the Pay Plan until such time such
11 adjustments are negotiated and ratified by the County and Union.

12 Section 14.4. Eligibility for Progression. Those members of the bargaining unit who meet all
13 Eligibility Requirements of the Pay Plan for progression by April 1st or October 1st (hereinafter
14 “Eligibility Date”) each year shall be eligible to progress in the Pay Plan effective the first full
15 pay period following their applicable Eligibility Date (hereinafter “Effective Date”) of that same
16 year. Members of the bargaining unit may only progress to the next level once per fiscal year.

17 Section 14.5. Ineligibility for Progression Due to Discipline. Any member of the bargaining
18 unit who receives a disciplinary action for the second occurrence of a Group I offense or a
19 disciplinary action for the first occurrence of a Group II or a Group III offense within one year of
20 the Eligibility Date is disqualified from progressing in the Pay Plan for that same year.

21 Section 14.6. Paramedic Pay. Members of the bargaining unit who are certified paramedics
22 will receive paramedic pay of \$7,500.00 per year when they obtain clearance from the Alachua
23 County Medical Director. All Paramedic Pay will be calculated into the hourly rate of the

1 member for all hours of work, including any additional hours. For incumbent employees who
2 already obtained paramedic clearance on or before October 1, 2019, Paramedic Pay has been
3 calculated by providing such employees with the higher of one of the following calculations: (1)
4 base of the employee's level in the new Pay Plan plus \$7,500, (2) 3% increase to the employee's
5 current base pay, or (3) the reduction of the traditional 10% and then the addition of \$7,500.00.
6 As such, incumbent employees who already obtained paramedic clearance on or before October
7 1, 2019 will not receive any more Paramedic Pay than what is already included in the "FY20
8 Salary" column in Addendum B.

9 Section 14.7. Incentive Pay. Members of the bargaining unit who have certain specific
10 certifications or met certain educational milestones, as further described in Addendum B, shall
11 receive incentive pay in addition to their base salary hourly rate and Paramedic Pay, if
12 applicable, as described in Addendum B. Members will receive incentive pay the first full pay
13 period following verification of the applicable certifications or educational milestones. All
14 incentive pay will be calculated into the hourly rate of the member for all hours of work,
15 including any additional hours.

16 Section 14.8. Actual Pay Adjustments. All actual pay adjustments for the initial
17 implementation of this Pay Plan for all bargaining unit members, which go into effect the first
18 full pay period of October 2019, are provided in the "FY20 Salary" column in Addendum B to
19 this Agreement (this includes any \$7,500 Paramedic Pay). No members of the bargaining unit
20 shall receive any additional pay adjustments to their base salary as described in Addendum B of
21 this Agreement until the first full pay period of October 2020 unless they are eligible for
22 incentive pay as described in Addendum II, eligible to progress in the Pay Plan as described

herein, or they change classifications due to promotion, transfer, or some other change in employment status.

Section 14.9. Classifications not included in the Pay Plan. Any bargaining unit members who are not in a District Chief classification shall receive base rate salary increases of 3% effective the first full pay periods of October 2019, October 2020, and October 2021. Such bargaining unit members shall not receive any additional wage increases until such time such increases are negotiated and ratified by the County and Union.

Section 14-10. Pay Adjustment for Out-of-Classification Assignment. In the event an employee is assigned on a temporary basis to a higher level position for a minimum of a two (2) week period, the employee will receive a five percent (5%) increase to his/her current regular rate of pay. An employee assigned to out of class status must meet the minimum requirements of the position, unless otherwise approved by the County Manager. An employee assigned partial duties of a higher-level position will not be required to meet the minimum requirements of the position.

Section 14-11. Acting Status. In the event an employee is assigned on a temporary basis to a vacant administrative or managerial position, he/she will receive a ten (10%) increase to his/her current regular rate of pay. The employee assigned the acting status must have successfully completed his/her initial probationary period and must met the posted minimum requirements of the position.

Section 14.12. Educational Requirements in the Pay Plan for Bargaining Unit Members with 20 Years of Service. All bargaining unit members with 20 years of service or more with Alachua County Fire Rescue as of October 1, 2019 may forego the educational requirements in the Pay Plan and instead progress to Level 2 of their current classification in October 2020 and Level 3

1 of their current classification in October 2021. Such bargaining unit members shall receive at
2 least a 3% wage increase in October 2020 and October 2021 regardless of whether they complete
3 the educational requirements for each level. However, such bargaining unit members shall not
4 progress beyond Level 3 of their current classification without completing the educational
5 requirements in the Pay Plan, including Levels 1, 2, and 3, or receive any additional wage
6 increases until such time such increases are negotiated and ratified by the County and Union.

7

1 ARTICLE 15

2 Insurance

3 Section 15-1. Group Health Insurance Benefits. If there are to be any changes in
4 premiums or benefit levels, the County will notify the Union. Any changes in the premiums or
5 benefits provided by the insurance program will involve the active participation of the Union if it
6 chooses; however, the County will not be required to negotiate levels of premiums or benefits
7 with the Union.

8 Section 15-2. Premium Cost. The cost of the premium for health insurance shall be
9 borne eighty-seven and one half percent (87.5%) by the County and twelve and one half percent
10 (12.5%) by the employee for individual coverage, and seventy-five percent (75%) by the County
11 and twenty-five percent (25%) by the employee for dependent coverage.

12 Section 15-3. Dental Insurance. The Alachua County Board of County Commission will
13 pay eighty percent (80%) of the premium for single coverage for dental insurance effective
14 10/1/2007. Employees will be responsible for one hundred percent (100%) of the premium for
15 dependent coverage of the dental insurance.

16 The Alachua County Board of County Commission will continue to pay eighty percent
17 (80%) of the premium for single coverage if funding is available.

18 Section 15-4. Retiree Health Insurance Subsidy. The County and Union agree that
19 beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy.
20 The subsidy is \$3 per month for each year of service with Alachua County. In order to qualify
21 for this subsidy the retired employee must have worked for Alachua County for at least six (6)
22 years, and currently have health insurance with Alachua County. The minimum monthly subsidy
23 is \$18 (6 years): the maximum is \$90 per month (30 years). Each month the retired employee
24 will receive a check from Alachua County. If in the future the retired employee cancels the
25 retiree health insurance with Alachua County, an annual certification form showing proof of
26 health insurance elsewhere must be forwarded to Risk Management to continue receiving the
27 monthly subsidy. Retirees in the State's Florida Retirement System (FRS) who have entered
28 into the Deferred Retirement Option Program (DROP) are not eligible to receive the County's
29 health insurance subsidy until their participation in DROP ends. Time in DROP will not count

1 towards years of service for the purposes of this policy. The approval of this retiree health
2 insurance subsidy each year will be based on available funding.

3 Definitions: (a) Retiree: An Alachua County retiree is defined as any employee
4 working for County Government, inclusive of the Board of County Commissioners. (b) You
5 meet the Florida Retirement System's Pension Plan's normal retirement age or service
6 requirements for your class of membership and have terminated your employment with Alachua
7 County.

1 ARTICLE 16

2 Union Membership

3 Section 16-1. The parties acknowledge that employees are free to become members of
4 the Union and/or engage in Union activity, or to refrain from membership or such activities as
5 provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union,
6 as the certified employee organization, shall not be required to process grievances for employees
7 who are not members of the Union.

1 ARTICLE 17

2 Educational Assistance Program

3 Section 17-1 General. It is the intent of the County to assist full-time, permanent
4 employees to take advantage of opportunities for training, development, and advancement
5 consistent with individual ability, performance, job requirements, and availability of funds.

6 Section 17-2. General Fund.

- 7 a. A central fund for educational assistance will be established by the County to
8 assist qualified employees with educational tuition costs. Employees are eligible
9 for reimbursement as outlined in Alachua County Employee Policy #5-21. In the
10 event the County changes, adds, deletes, or amends the policy, the County will
11 notify the Union of the intended changes and forward copies of the proposed
12 changes. The Union and the Employer will meet if requested by either party to
13 discuss the proposed changes

14 Section 17-3. Eligibility Requirements. Only permanent, full-time County
15 employees who have completed their probation period will be eligible to participate in this
16 program.

17 Section 17-4. Conditions of Approval or Payment

- 18 a. The County will participate in the cost of those courses, both correspondence and
19 classroom, which are determined to be directly related to the duties of the position
20 held by the employees seeking assistance; to the duties of a position to which an
21 employee might reasonably be expected to progress to in the normal course of
22 advancement with the County; or is a valid elective for a degree program
23 approved by the Department Director. Courses must be taken from an accredited
24 or recognized educational institution.
- 25 b. The County will pay the cost of tuition for such courses, as outlined in the
26 Alachua County Employee Policy # 5-21, but will not reimburse an employee for
27 books, fees, supplies, or other expenses in connection with the course(s) to be
28 taken.

- 1 c. The County will not pay any proportional share of the cost of tuition which has
2 been advanced to the employee from other sources, such as scholarships, grants,
3 or other subsidies. In the event of a partial scholarship or grant, the County will
4 reimburse tuition based on paragraph 4b or the actual expense to the employee,
5 whichever is greater.
- 6 d. Eligibility for reimbursement must be established prior to the first day of class.
- 7 e. To be eligible for reimbursement an employee must successfully pass the
8 course(s) and present a certificate or proof of completion so indicating. A passing
9 grade for reimbursement purposes shall be considered as outlined in the Alachua
10 County Employee Policy # 5-21.

11 Section 17-5. Application Procedure.

- 12 a. Each application must be presented to an Immediate Supervisor and signed by
13 their Department Director.
- 14 b. Requests for reimbursement of partial tuition payment must be made on the form
15 provided by the County Human Resources Office. These forms can be obtained
16 at the employee's respective department.
- 17 c. The request shall be completed and forwarded to the employee's supervisor. The
18 supervisor shall indicate his/her approval or disapproval and forward the form to
19 the Department Director.
- 20 d. The Department Director shall indicate approval or disapproval of the employee's
21 request based on the employee's planned educational program. The Department
22 Director will then forward the form to the County Human Resources Director for
23 processing.
- 24 e. The original shall be returned to the employee and a copy shall be retained by the
25 Human Resources Department.

26 Section 17-6. Method of Payment. It shall be the responsibility of the employee to
27 obtain a certificate or proof of grade from the institution indicating the course grades. These
28 grades shall be presented, with the original application form, to the Department Director. The

1 Department Director will indicate approval or disapproval and then forward all material to the
2 Human Resources Office. If conditions for reimbursement have been met, the Human Resources
3 Office shall authorize a reimbursement payment to the employee.

4 Section 17-7. Required Courses. If an employee is required by the County as part of
5 his/her job, to take either a correspondence course or attend classes, the employee's department
6 shall pay 100% of the cost of the course including the cost of books, fees, and special charges
7 except as provided herein. Payment of such classes shall be made in advance of the employee
8 enrolling in the program. All required courses shall first be approved by the Department Head of
9 the employee's respective department.

10 Section 17-8. Classes on County Time.

11 a. An employee will be permitted to take classes during his/her normal scheduled
12 working hours only when:

13 1. Classes are offered at no other time and arrangements can be made to the
14 satisfaction of the Department Director to allow the employee to be off
15 without lowering efficiency or increasing costs, or;

16 2. The courses are required by the County and are offered at no other time.

17 b. An employee, when taking non-required courses, and if allowed to attend classes
18 during working hours, must utilize one of the following alternatives:

19 1. Leave without pay;

20 2. Annual vacation leave;

21 3. Make up time if work environment permits this flexibility.

22 All such arrangements must be approved in advance in writing by the appropriate
23 Department Head.

24 c. Eligible employees will be permitted to attend unique training and educational
25 courses offered and required by the County on County time. All costs incurred
26 will be borne by the County.

27 d. Employees may be required to attend courses offered by the County.

1 Section 17-9. General Provisions.

- 2 a. If an employee resigns or is terminated for any reason prior to receiving a
3 reimbursement, there shall be no obligation on the part of the County to pay any
4 part of this expense.
- 5 b. An employee who has completed an approved course, and is on leave of absence
6 at the time he/she is eligible to receive reimbursement, will be eligible for
7 payment upon his/her return to active duty.
- 8 c. If an employee has enrolled in classes under section 4 above and received
9 approval for reimbursement, the County shall make a reasonable effort to allow
10 the employee the opportunity to complete the courses signed up for. In the event
11 the County changes an employee's work schedule which would interfere with the
12 approved course (providing the employee's course cannot be rescheduled) the
13 County shall reimburse the employee for his/her tuition costs, cost of books, and
14 any other directly related educational fees (including supplies and materials).
15 Said reimbursement shall be made upon the authorization of the Department
16 Head.

1 ARTICLE 18

2 Waiver of Bargaining

3 Section 18-1. The Union acknowledges that it had an opportunity during the
4 negotiations which led to this Agreement, to bargain over any and all subjects not removed by
5 law from the scope of bargaining. This Agreement constitutes the complete and entire
6 understanding of both parties concerning all matters which were subject to negotiations, and also
7 concerning those matters which were not discussed in negotiations, it being understood that the
8 Union has achieved only those benefits which are expressly set forth in this Agreement. During
9 the term of this Agreement, the Union waives any right to further bargaining concerning any
10 matter over which it might have the right to bargain with the County, except with regard to any
11 changes which the County should desire to make which have the effect of altering wages,
12 benefits, or terms and conditions of employment not embodied in this Agreement. In the event
13 any such changes are made by the County, it is agreed that they may be made unilaterally and at
14 the time desired by the County, however, the Union shall have the right, upon request, to bargain
15 over the impact which such changes have wrought upon this Agreement, if any, and to secure a
16 written amendment to this Agreement if such bargaining produces an agreement.

ARTICLE 19

Term

This Agreement shall remain in effect until midnight, September 30, 2022 and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) calendar days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight. WHEREUPON the parties have set their hands and seals as of this _____ day of _____, 2019.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #3852

BY: _____

BY: _____

Michele Lieberman, Esq.

James Clifford

County Manager

Local #3852/IAFF Management

BY: _____

Heather Akpan

Human Resources Director

BY: _____

BY: _____

Charles "Chuck" Chestnut, IV, Chair

Jesse K. Irby II

Alachua County Commission

Clerk of Court

1 Addendum A

2 DRUG FREE WORKPLACE AND DRUG TESTING POLICY

3 The County and the Union agree that drug abuse is a significant public health problem in
4 our society. Drug abuse in the workplace negatively affects individual job performance and
5 undermines the public's confidence in Alachua County and the services we provide.

6 Both parties to this agreement acknowledge the importance of establishing and
7 maintaining a drug free workplace; and complying with all federal, state, and local regulations
8 related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State
9 Comprehensive Economic Development Act of 1990.

10 As used herein, "drug abuse" includes the use of illicit substances or misuse of controlled
11 substances, alcohol, or other psychoactive drugs.

12 Section 1. Policy Statement. The manufacture, use, possession or distribution of illicit or
13 controlled substances on the job is strictly prohibited. Employees are required to report to work
14 in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and being under
15 the influence of legal drugs to the extent that normal faculties are impaired, is strictly prohibited.
16 Employees who use or distribute drugs on the job are subject to disciplinary action, including
17 dismissal. Any confiscated drugs will be turned over to local law enforcement officials. If an
18 employee is under medical treatment with a drug that could alter his/her ability to do the job,
19 (s)he is required to report this drug use immediately to his/her supervisor.

20 Drug abuse and alcoholism are recognized as illnesses or disorders, and the County
21 accepts responsibility for providing channels of help. However, it is the employee's
22 responsibility to seek such help. If an employee seeks help on a voluntary basis, then
23 confidentiality will be protected. But, if the employee does not seek help and a work
24 performance or work conduct problem comes to the attention of the County, then disciplinary
25 action will result. Any employee who refuses to submit to a test for drugs or alcohol pursuant to
26 this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary,
27 to be under the influence and will forfeit his/her eligibility for all worker's compensation medical
28 and indemnity benefits and will be disciplined, up to and including termination.

1 Section 2. Notice. The drug testing provisions of this policy become effective ninety
2 (90) days following ratification of this Article. All other provisions are effective with the
3 ratification of this Article.

4 The County will provide a one-time written notice to all employees as required by
5 Section 440.102(3), Florida Statutes. The notice will be provided to all potential employees
6 prior to any pre-employment drug testing. Copies of this notice will be placed on all employee
7 bulletin boards and a general statement that the County will test all job applicants will be
8 included on vacancy announcements.

9 Section 3. Confidentiality. The provisions of Section 440.102(8), Florida Statutes, shall
10 govern the release of any information, interviews, reports, statements, memoranda and drug
11 testing results received by the County through this drug testing program.

12 Section 4. Types of Testing. The County will conduct the following types of drug
13 testing:

14 (a) Pre-employment - Any final candidate for a position within Alachua County shall
15 be required to take a drug urinalysis and/or blood test prior to initial employment.
16 Any applicant whose test results indicate present alcohol or drug abuse will not be
17 hired.

18 (b) Position Change - Any current employee who is the final candidate for a posted
19 position, whether internal or external, shall be required to take a drug urinalysis
20 and alcohol test prior to the final offer for the new position being extended. Any
21 employee applicant who's confirmed test results indicate present alcohol or drug
22 abuse will not be hired into the new position, and is subject to all other provisions
23 of this policy.

24 (c) Scheduled physical examination - Any employee who undergoes a full physical
25 examination in accordance with Article XIV shall also be tested for drug and/or
26 alcohol use as part of that examination.

27 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or
28 has used drugs in violation of this policy drawn from specific objective and

1 articutable facts and reasonable inferences drawn from those facts in light of
2 experience. Approval for such testing shall be authorized only by the Personnel
3 Director. Among other things, such facts and inferences may be based upon;

4 (1) Observable documented phenomena while at work, such as direct
5 observation of drug or alcohol use or of the physical symptoms or
6 manifestations of being under the influence of a drug or alcohol.

7 (2) Abnormal conduct or erratic behavior while at work or a significant
8 deterioration in work performance.

9 (3) A report of drug or alcohol use, provided by a reliable and credible source.

10 (4) Evidence that an individual has tampered with a drug or alcohol test
11 during his/her employment with the current employer.

12 (5) Information that an employee has caused, contributed to, or been involved
13 in an accident while at work.

14 (6) Evidence that an employee has used, possessed, sold solicited, or
15 transferred drugs while working or while on County premises or while
16 operating County vehicles, machinery or equipment.

17 If testing is conducted based on reasonable suspicion, the County will immediately
18 document the circumstances which formed the basis of the determination that reasonable
19 suspicion existed to warrant the testing. A copy of this documentation shall be kept
20 confidential by the County pursuant to this policy and shall be retained for at least one (1)
21 year.

22 (e) Follow-up - If an employee, in the course of employment, has a confirmed
23 positive drug or alcohol test and subsequently accesses the Employer Assistance
24 Program for drug related problems or enters an alcohol and drug rehabilitation
25 program, the County will require the employee to submit to a drug and/or alcohol
26 test upon completion of such program as a follow-up to such program, and on a
27 quarterly, semiannual or annual basis, at the County's option, for two (2) years
28 thereafter. If an employee tests positive within eighteen (18) months of

1 completing the two (2) year random follow-up testing for a prior positive drug
2 test, the employee will be considered to have failed a second test, and will be
3 subject to disciplinary action in accordance with this policy. The County will
4 transport the employee to the testing facility. Follow up testing will be conducted
5 in conjunction with either the beginning or end of the employee's shift.

6 (f) Transportation Employees - All employees who are required to hold a commercial
7 driver's license (CDL) and operate a commercial motor vehicle as a condition of
8 employment will be tested for drugs and alcohol in accordance with the Omnibus
9 Transportation Employee Testing Act of 1991 and federal rules as follows:

10 (1) Pre-employment - Final candidates for or employees who transfer,
11 promote or demote to a covered position will be tested for both alcohol
12 and drugs prior to the effective date of the transfer, promotion or
13 demotion.

14 (2) Post-accident - A covered driver will be tested following an accident when
15 any person involved in the accident has been fatally injured or the driver
16 receives a citation for a moving traffic violation arising from operating the
17 commercial motor vehicle. Additionally, any driver involved in an
18 accident will be subject to testing under Reasonable Suspicion, section
19 4.d.

20 (3) Reasonable Suspicion - Same as for other employees.

21 (4) Random - Employees will be tested for alcohol and drugs on a random
22 unannounced basis just before, during or just after operating a commercial
23 motor vehicle. Not less than twenty-five percent (25%) of the total
24 number of employees in covered positions will be tested for alcohol in the
25 first year and fifty percent (50%) for drugs the first year. The number to
26 be tested in subsequent years will conform with federal rules. Each driver
27 shall be chosen using a scientifically valid random method and shall have
28 an equal chance each time selections are made.

1 (5) A confirmed blood alcohol level of .02%, but less than .04% will require
2 that the employee be removed from performing all duties requiring a CDL
3 for a minimum of eight (8) hours, or until a re-test shows the employee's
4 blood alcohol content has dropped below .02%. If an employee has a
5 confirmed blood alcohol level of .04% or greater, the employee may not
6 return to a function requiring a CDL until, at a minimum:

7 (1) the employee undergoes an evaluation, and where necessary,
8 treatment; and

9 (2) a Substance Abuse Professional (SAP) determines that the
10 employee has successfully complied with any recommended
11 treatment; and

12 (3) the employee's blood alcohol content is less than .02% on a return-
13 to-duty test.

14 (6) Follow-up - Same as for other employees except that at least six (6) tests
15 will be conducted in the first twelve (12) months after an employee returns
16 to duty.

17 All testing under section (f) shall comply with the provisions of the Omnibus Act and
18 federally adopted rules.

19 Section 5. Drug Testing Procedures. All specimen collection and testing for drugs shall
20 be conducted in accordance with Section 440.102(5), (6), and (7), Florida Statutes.

21 (a) The County may test for any or all of the following:

22 Alcohol

23 Amphetamines

24 Cannabinoids

25 Cocaine

26 Phencyclidine

1 Methaqualone
2 Opiates
3 Barbiturates
4 Benzodiazepines
5 Methadone
6 Propoxyphene

7 (b) Initial Test - The initial screen for all drugs shall use an immunoassay except that
8 the initial test for alcohol shall be enzyme oxidation methodology. The following
9 cutoff levels shall be used when first screening specimens to determine whether
10 they are positive or negative for these drugs or metabolites. All levels equal to or
11 exceeding the following shall be reported as positive:

12	Alcohol (CDL holders only)	.02% (by breath alcohol testing)
13	Alcohol (all other testing)	.05g% (by blood)
14	Amphetamines	1000 ng/ml
15	Cannabinoids	50 ng/ml
16	Cocaine	300 ng/ml
17	Phencyclidine	25 ng/ml
18	Methaqualone	300 ng/ml
19	Opiates	300 ng/ml
20	Barbiturates	300 ng/ml
21	Benzodiazepines	300 ng/ml
22	Methadone	300 ng/ml
23	Propoxyphene	300 ng/ml

1 These levels will remain in effect until such time as they are revised by Federal
2 Legislation or State Statute. All new levels will become effective on the date specified within
3 the related legislation.

4 (c) Confirmation Test - All specimens identified as positive on the initial tests shall
5 be confirmed using a second test, a gas chromatography/mass spectrometry
6 (GS/MS) test, or an equivalent or more accurate scientifically alcohol will be
7 confirmed using gas chromatography. All confirmations shall be done by
8 quantitative analysis. The following confirmation cutoff levels shall be used
9 when analyzing specimens to determine whether they are positive or negative for
10 these drugs or metabolites. All levels equal to or exceeding the following shall be
11 reported as positive:

12 Alcohol (CDL holders only)	.02% (by breath alcohol testing)
13 Alcohol (all other testing)	.05g% (by blood)
14 Amphetamines	500 ng/ml
15 Cannabinoids	15 ng/ml
16 Cocaine	150 ng/ml
17 Phencyclidine	25 ng/ml
18 Methaqualone	150 ng/ml
19 Opiates	300 ng/ml
20 Barbiturates	150 ng/ml
21 Benzodiazepines	150 ng/ml
22 Methadone	150 ng/ml
23 Propoxyphene	150 ng/ml

24 These levels will remain in effect until such time as they are revised by Federal
25 Legislation or State Statute. All new levels will become effective the date
26 specified within the related legislation.

1 (d) The laboratory shall report test results to a medical review officer chosen by the
2 County to act on its behalf. These results shall be reported within seven (7)
3 working days after receipt of the specimen by the laboratory. The laboratory shall
4 transmit results to the medical review officer (MRO) in a manner designated to
5 ensure confidentiality of the information. Unless otherwise requested by the
6 County or the employee that records be retained for a longer period of time, all
7 records pertaining to a given specimen shall be retained by the laboratory for a
8 minimum of two (2) years.

9 (e) Within five (5) working days after receipt of a positive confirmed test result from
10 the MRO, the County shall inform the employee in writing of such positive test
11 results, the consequences of such result, and the options available to the
12 employee. Notification shall be mailed certified or hand delivered. Absent
13 extenuating circumstances, mailed notification shall be deemed received by the
14 employee when signed for, or seven (7) calendar days after delivery, whichever
15 occurs first. A copy of the test results will be provided to the employee with this
16 notification.

17 Section 6. Employee Challenges and Option to Retest. Within five (5) working days after
18 receiving notice of a positive confirmed test result from the County, the employee may submit
19 information to the Personnel Office explaining or contesting the test results and why the results
20 do not constitute a violation of this program. The employee will be notified in writing if the
21 explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or
22 delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's
23 explanation or challenge and will state why the employee's explanation is unsatisfactory. All
24 such documentation will be kept confidential and will be retained for at least one (1) year.

25 An employee may make a legal challenge pursuant to Statute or grieve employment
26 decisions made pursuant to this program in accordance with Article XI. When an employee
27 initiates the grievance process, it shall be the employee's responsibility to notify the Personnel
28 Director and the laboratory in writing that such a grievance has been filed, reference the chain of
29 custody specimen identification number, and request that the sample be retained by the
30 laboratory until final disposition of the grievance.

1 During the one hundred and eighty (180) day period following the employee's receipt of
2 a positive test result, the employee may request that a portion of the original specimen be
3 retested, at the employee's expense. The retesting must be done at another State licensed or
4 NIDA approved laboratory and must be tested at equal or greater sensitivity for the drug in
5 question as the first.

6 Section 7. Rehabilitation. Any employee who feels that (s)he has developed an addiction
7 to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek
8 assistance. Employees may seek such assistance through the County sponsored Employee
9 Assistance Program (EAP) or other community resources.

10 Rehabilitation is the responsibility of the employee. Any employee seeking medical
11 attention for alcohol misuse or drug abuse will be entitled to benefits only to the extent specified
12 under the County's group health insurance program EAP. Employees required to be absent from
13 the workplace while in treatment may request a medical leave of absence in accordance with
14 Section VIII. An employee shall be permitted to utilize all available accumulated paid leave
15 before being placed in a leave without pay status.

16 Upon successful completion of the EAP or other treatment program, the employee shall
17 be reinstated to the same or equivalent position that was held prior to such rehabilitation.

18 The County will not discharge, discipline or discriminate against an employee solely on
19 the basis of any prior medical history revealed to the County pursuant to this policy.

20 The County will not dismiss, discipline or discriminate against an employee solely upon
21 the basis of an employee voluntarily seeking treatment for an alcohol or drug problem.
22 However, appropriate disciplinary action will be taken if the employee has previously tested
23 positive for a drug and/or alcohol use, and has sought treatment through the EAP or entered a
24 drug and/or alcohol rehabilitation program for drug related problems while in the County's
25 employ.

26 Section 8. Violations and Continued Employment. Employees who violate this Drug
27 Free Workplace Policy with a first time positive confirmed drug and/or alcohol test will be
28 referred to the County EAP or other community alcohol and drug rehabilitation programs as
29 appropriate. However, use of the EAP or other rehabilitation resources will not prevent the

County from taking appropriate disciplinary action for violations of other County policies. Employees referred to the EAP or other rehabilitation program as a result of a first violation will be allowed to continue employment with the County provided that:

(1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of treatment and counseling prescribed; and

(2) They immediately cease any and all abuse of alcohol or drugs; and

(3) They consent in writing to periodic unannounced testing in accordance with Section 4(e) of this Article for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later. If the employee separates employment prior to completing the mandatory two (2) year random follow up testing, he/she will be required to complete that testing if re-hired by the County.

(4) They pass all drug tests administered under this program.

(5) They execute and abide by an agreement describing the above stated conditions.

Section 9. Employees Working Under Federal Grants. Employees working under Federal grants must notify management as a condition of employment, in writing, within five calendar days, if they are convicted of violating a criminal drug statute. Employees who are convicted of violating a criminal drug statute will be subject to disciplinary action up to and including termination, or will be required to satisfactorily participate in a federal, state, local or law enforcement approved drug abuse assistance or rehabilitation program. The County will notify the Federal agency in writing, within 10 calendar days, if any employee working under a Federal Grant is convicted of violating a criminal drug statute.

Failure to meet any of the above conditions, or a second confirmed positive drug test will result in dismissal from employment.

Michele Lieberman, Esq.

Brett Sandlin

1	County Manager	President, Local #3852, IAFF/Management
2		
3	_____	_____
4	Date	Date
5		
6	_____	
7	Heather Akpan	
8	Human Resources Director	
9	_____	
10	Date	
11		

1 ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY
2 DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET
3 AND CONSENT TO TEST AND RELEASE RECORDS
4

5 I hereby acknowledge that I have received a copy of Alachua County Board of County
6 Commissioner's Drug Free Workplace and Drug Testing Program packet and/or a copy of the
7 union article.

8 I further state that I have read or will read, or have had or will have read to me, all
9 sections of this Drug Free Workplace and Drug Testing Program prior to any testing being
10 performed. As a final applicant, I understand that violation of any provision of this policy may
11 lead to withdrawal of offer of employment. As a County employee in a state-regulated
12 classification, I understand that violation of any provision of this policy may lead to disciplinary
13 action up to and including termination of employment, even for a first offense. I also understand
14 that violation of any provision of this policy may result in the forfeiture of workers'
15 compensation benefits.

16 Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its
17 receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

18 I hereby authorize the records custodian for the drug testing facility to release only to the
19 Alachua County Personnel Office and/or Risk Management Office all information and records
20 relating to drug tests performed on any specimens provided by me as a post-offer candidate,
21 Commercial Driver's License (CDL) holder or current employee of Alachua County, including
22 any and all records, charts, reports, notes, test results, documents and correspondence. I
23 understand that Alachua County, the laboratory conducting the drug and/or alcohol test, the
24 Medical Review Officer (MRO) and other medical providers may be aware of my test results and
25 will keep them confidential.

26 I understand that my test results as a post-offer candidate, CDL holder or current
27 employee of Alachua County will be provided to the Alachua County Risk Management Office
28 and other supervisory staff.

1

2 _____

3 Employee or Final Candidate Signature

Employee Name Printed

4 _____

5 Date of Birth

Date/Time Signed

6 _____

7 Department

Position

8 _____

9 Witness

10

11 For Final Candidates Only:

12 I understand that my post-offer drug and/or alcohol test is scheduled with

13 _____, located at _____, Gainesville,

14 Florida, on _____ at _____.