

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2017 - September 30, 2020

(All Contract Provisions Except Wages & Pay Plan)

October 1, 2019 - September 30, 2022 (Wages & Pay Plan)

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AGREEMENT

This AGREEMENT is collectively made and entered into as of August of 2018 as to all terms and conditions of employment except for wages and the pay plan and will be effective retroactively to October 1, 2017, as noted herein, by and between ALACHUA COUNTY (hereafter referred to as the "County" or "Employer") and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1214; (hereafter referred to as the "Union"). The Employer and Union further collectively made and entered into this AGREEMENT as to wages and the pay plan effective October 1, 2019, as noted herein. 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.

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ARTICLE 1

Recognition

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.

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ARTICLE 2

Management Rights

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

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

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ARTICLE 3

Non-Discrimination

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

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

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

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ARTICLE 4

No Strikes

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

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ARTICLE 5

Jury Duty - Witness Duty

Section 5.1. Jury Duty. When an employee is required to serve on jury duty, the employee shall be relieved of responsibility for his or her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor or department head that they have been notified for that purpose within twenty-four (24) hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When an employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify his or her supervisor of his/her availability for work.

Section 5.2. Witness Duty. Any employee, who upon the request and for the benefit of the County, attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, shall be paid as if engaged in the employee's normal work. Any employee subpoenaed to any legal or court proceeding on his/her scheduled workday in which the employee is not personally or monetarily interested, shall be paid as if engaged in the employee's normal work. Time spent traveling to and from the proceeding and wait time related to the employee's testimony that occur during the employee's regularly scheduled work hours, shall be considered as time worked. Any fees, received as a juror or witness while being paid as a County employee shall be reimbursed to the County as a condition of approval for any civil leave request.

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ARTICLE 6

Check-off of Dues

Section 6.1. Authorization. The County agrees to make a deduction of Union dues, initiation fees, and assessments from the paycheck of any employee covered by this Agreement upon written authorization signed by the employee directing the County to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

- (a) the employee gives written notice to the County and the Union revoking the dues deduction authorization;
- (b) the employee is terminated;

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

Section 6.2. Remission of Dues to Union. The amounts to be deducted as dues shall be certified to the County by the Financial Secretary of the Union. The County agrees to remit such dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County \$125.00 for processing the dues check-off no later than October 30th of the fiscal year. For the payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or deletions of employees in the bargaining unit, the names of employees on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 6.3. Indemnification. The Union shall indemnify, defend, or hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 7

Seniority

Section 7.1. Definition.

(a) Seniority - is an employee's length of continuous service with the County, dating from his or her last date of hire, as a permanent employee, and upon completion of the probationary period. Employees with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment. Applications will be time and date stamped when submitted. This type of seniority will be used for accruals, overtime, ~~and~~ bidded vacation ~~and the pay plan only~~.

(b) Time In Classification Seniority – is an employee's length of time, by their most recent date of promotion into the affected classification. A change in qualification (EMT to Paramedic) does not change seniority within the classification. This type of seniority will be used for layoff, ~~and~~ recall ~~and the pay plan only~~.

Section 7.2. Probationary Employees. A new employee shall be considered a probationary employee for twelve (12) months after which seniority shall date back to the date of hire as a permanent employee. During such probationary period, a probationary employee shall not have seniority and may be laid off, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this agreement. Employees who receive a promotion, or who transfer to a different classification, shall be on probation in that classification for a period of six (6) months after which, if they are not retained, they shall be returned to their former classification if it exists and there is a vacancy available. If an employee is absent on excused leave for more than 30 consecutive days during this promotional probationary period, the promotional probationary period may be extended for up to an additional three months. If the promoted or transferred employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure outlined in Article 7, Section 6 of this Agreement.

1 Section 7.3. Promotion/Hiring. In the event a job opening is to be filled by the promotion of
2 an employee in the bargaining unit, the following factors shall be considered in selecting
3 employees for promotion and to fill vacancies and new jobs:

4 (a) ability and qualifications to perform the work, determined by oral interviews, written tests
5 and practical skills assessments where possible (in which event the test and assessments
6 will be monitored by someone from the Human Resources Office and the Union if so
7 requested); and

8 (b) performance reviews and disciplinary history over the previous three years; and

9 (c) seniority.

10 (d) beginning on October 1st, 2020, one must be ~~a~~-cleared as an attending Paramedic by
11 Alachua County's Medical Director prior to promotion (or obtain "paramedic
12 clearance"); however, employees hired before October 1st, 2020 may test for promotion
13 and if placed on an Eligibility Promotional list, will be required to obtain paramedic
14 clearance prior to being promoted. Such employees will keep their relative position on
15 the Eligibility Promotional list until they obtain paramedic clearance or the list expires.

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

18 Prior to the testing process, all referred candidates shall be provided information on:

- 19 1. Components that make up the testing process, for example written exam, practical
20 scenario, written essay, oral interview etc.
- 21 2. Reference materials utilized to build the test.
- 22 3. Overall scoring methodology to include minimal score to proceed or pass and
23 overall weighted scoring utilized for final ranking.

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

1 Section 7.4. Job Posting. If a position covered by this Agreement becomes vacant the
2 vacancy may be posted for a minimum of ten working days on the County's website. The County
3 may elect not to post each individual position vacancy in order to fill a position from a list of
4 applicants that has been prepared from previous postings and recruitments, or from the Special
5 Recruit program.

6 Section 7.5 Eligibility Lists. ~~Any Eligibility Promotional list created before October 1, 2021~~
7 ~~will use this Section 7.5 for promotions and the requirements outlined in the Alachua County job~~
8 ~~descriptions as they read on October 1, 2019; however any such list shall expire on October 1,~~
9 ~~2021. Any Eligibility Promotional list created before October 1, 2021 will use this Section 7.5~~
10 ~~for promotions and the requirements outlined in the Alachua County job descriptions as they read~~
11 ~~on October 1, 2019; any Promotional Eligibility list in existence or created on or after October~~
12 ~~1, 2021 shall utilize the promotional requirements outlined in the Pay Plan in Addendum 1 to this~~
13 ~~Agreement. Any Promotional Eligibility list created on or after October 1, 2021 shall utilize the~~
14 ~~promotional requirements outlined in the Pay Plan in Addendum 1 to this Agreement.~~ An
15 Eligibility Hiring list will be used to fill vacant entry level positions. An Eligibility Promotional
16 List will be used to fill vacant Driver/Operator, Driver/Operator/Paramedic, Lieutenant and
17 Lieutenant/Paramedic positions. These vacant positions will be posted internally for current Fire
18 Rescue employees who have completed their initial probationary period, only. Rescue
19 Lieutenant vacancies will be posted internally initially and if there are insufficient successful
20 applicants the Chief may elect to re-post the position externally. The Health/Safety Officer, Plans
21 Reviewer/Inspector, Wildfire Mitigation Specialist, Wildfire Mitigation Technician and all other
22 40 hour non-shift classifications listed on the IAFF Operations (General Unit) Pay Plan shall be
23 hired in accordance with the Alachua County Employee Policies, Section #3, Recruitment and
24 Selection.

25 Under the following guidelines a promotional process may be utilized.

1 The promotional and hiring lists will be effective for two years. Upon the exhaustion or
2 expiration of the list the promotional process shall be conducted in order to generate a new list.
3 The promotional list will be utilized for promotions and first rights to out-of-class assignments.
4 Additional out-of-class candidates shall be selected from a list developed in accordance with
5 Article 12.7.

6 A listing of testing reference materials will be made available to all applicants as a part
7 of the initial job vacancy announcement.

8 The Eligibility List will be utilized for promotions and first rights to out-of-class
9 assignments. Personnel on the eligibility list shall be required to perform in an out of
10 class assignment for the duration of that list. An employee who receives a disciplinary
11 action for the second occurrence of a Group I offense or a disciplinary action for the first
12 occurrence of a Group II or a Group III offense while on an Eligibility List shall be
13 removed from that list. The employee may be eligible to test for placement on any
14 subsequent Eligibility Lists.

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

21 All employees are encouraged to seek promotions to non-bargaining unit positions; however,
22 it is understood that this Agreement does not require that bargaining unit employees be chosen
23 to fill non-bargaining unit positions. The County agrees to formally notify employees who are
24 not selected for promotional opportunities. Such notification shall identify an employee's
25 opportunity for further discussion with the hiring supervisor(s) regarding the selection process.

1 The request for the review process shall be made within five (5) days of the notification and the
2 process completed within fourteen (14) days after the notification.

3 Section 7.6 Layoff and Recall. For the purposes of layoff and recall, time in classification
4 seniority will be used to determine the order of reduction. In the event of a layoff, the County
5 shall notify in writing the bargaining unit President, with as much notice as possible, prior to
6 sending formal notification to the employees affected by the layoff. This section applies to all
7 employees in this bargaining unit and the IAFF Management Bargaining Unit, #3852. In the
8 event of a reduction in the workplace of employees in the IAFF Management Bargaining Unit,
9 those employees in the IAFF Management Bargaining Unit will be permitted to replace
10 employees in this bargaining unit if all of the applicable conditions listed below are met.

11 (a) Layoff:

12 1. All Classifications above Entry Level Firefighter Positions (Including classifications
13 within the Managerial Bargaining Unit): In the event of a reduction in the workforce,
14 newly hired employees in their initial probationary period in the classification affected
15 shall be laid off first. If further reductions are necessary, employees who are on
16 promotional probation in the effected classification shall have the right to replace the least
17 senior employee in the classification previously held by the affected employee. If still
18 further reductions are necessary the least senior employee in the affected classification
19 shall have the right to replace the least senior employee in the classification previously
20 held by the affected employee. If the affected employee was not employed by the County
21 in a position other than the one currently being reduced, the employee shall have the right
22 to replace the least senior employee in the Firefighter classification, provided the affected
23 employee is senior to that employee and is fully qualified for the lower position. All
24 seniority accumulated at the higher classification shall be counted as time in classification
25 seniority in the lower classification. An employee who is reduced to a lower classification
26 shall be compensated as follows: Employees who held a position in the Alachua County

1 Fire Rescue Department prior to the position they occupy that is being reduced, shall be
2 returned to their previously held position and will have their salary reduced to what it was
3 in the lower classification, prior to the employee being promoted/reclassified to the
4 affected position, plus any cost of living, merit, or other salary increases that the employee
5 received in the higher position. Employees who had not held a position in the Alachua
6 County Fire Rescue Department who are reduced to an entry level EMT/Firefighter
7 position shall have their salary set at the percentage above the base of the EMT/Firefighter
8 that their salary was above the base of the classification from which they are being
9 reduced.

10 2. Entry Level Firefighter Positions: When employees in non-entry level positions
11 exercise their right to replace employees in lower level positions, employees in the entry
12 level firefighter positions will face layoff. In the event of a reduction in the workforce,
13 newly hired employees in their initial probation period in the classification affected shall
14 be laid off first. At the entry level firefighter level, an employee's disciplinary action
15 record will determine the order of layoff. An entry level firefighter with an official record
16 of discipline for Group I level offenses within the past two (2) years, or Group II level
17 offenses within the past five (5) years, or any Group III level offense within the past
18 fifteen (15) years, will be laid off first, regardless of seniority. In the event entry level
19 firefighters have disciplinary records, the order of layoff will be determined by the
20 severity and number of disciplinary actions, and employees with more serious
21 disciplinary actions being laid off first. In the event entry level firefighters have similar
22 disciplinary records, the least senior employee with the similar disciplinary record shall
23 be laid off. If none of the entry level firefighters have disciplinary records as described
24 above, the least senior firefighter shall be laid off.

25 (b) Recall:

26 1. Reduced Employees: If within thirty-six (36) months of employees being reduced to

1 a lower level classification to avoid layoff, a position in the classification from which the
2 employees were reduced becomes available the employees who were reduced shall be
3 recalled to that position in reverse order in which they were reduced.

4 All employees who have been reduced will be placed on the current
5 promotional/hiring list for the position from which they had been reduced. These
6 employees will be eligible for out of class assignments in the higher classification and
7 will be subject to the requirements for remaining on that list. It is understood that
8 employees who have been reduced and have not been recalled within the thirty-six (36)
9 recall period will be required to re-apply and go through the promotional/hiring process
10 in order to return to the position from which they were reduced.

11 Employees who are recalled to the position from which they were reduced shall
12 have their salary returned to the level that it was prior to the employee being reduced to
13 the lower position, plus any salary increases that occurred during the period they were in
14 the lower level position as the result of the reduction to avoid layoff.

15 2. Laid Off Employees: If within twelve (12) months of the employees being laid off, a
16 position in the classification from which the employees were laid off becomes available,
17 the employees who were laid off shall be recalled to that position in reverse order in which
18 they were laid off. Laid off employees shall be recalled after all reduced employees are
19 recalled.

20 Employees who are recalled to the position from which they were laid off shall
21 have their salary returned to the level that it was prior to the employee being laid off, or
22 to the base of the range of the classification to which (s)he has been recalled, whichever
23 is greater.

24 Employees who at the time are on a Promotion/Eligibility List for the recalled
25 classification shall not receive a promotion until all reduced and/or laid off employees are
26 reinstated in the classification. It is understood that an employee who has been laid off

1 must re-apply or go through the promotional/hiring process if he/she has not been recalled
2 within the twelve (12) month period.

3 In the event any temporary or stand-by positions become available during a layoff, the County
4 will first offer those positions to employees who were laid off in accordance with Article 7,
5 Section 6 of this Agreement. Acceptance of a temporary or stand-by position will not affect an
6 employee's recall rights under Article 7, Section 6.

7 Section 7.7. Loss of Seniority. Seniority and the employment relationship shall be broken
8 and terminated if an employee:

- 9 (a) resigns;
- 10 (b) is discharged and not reinstated;
- 11 (c) is absent from work for three (3) consecutive work days without notification to the
12 County; unless notification would have been impossible;
- 13 (d) is laid off and fails to return to work 10 calendar days after the notice of recall has been
14 sent by certified mail, addressed to the last known address of record unless there is a
15 reason, acceptable to the County, for such failure;
- 16 (e) is laid off for twenty-four (24) consecutive months or one-half (1/2) of the employee's
17 seniority at the time of layoff, whichever is lesser;
- 18 (f) is absent from work in an unpaid status in the case of sickness or illness or injury for
19 twelve consecutive months or one-half (1/2) of the employee's seniority at the time of
20 illness or injury, whichever is lesser;
- 21 (g) fails to report for work at the termination of a leave of absence or extension thereof; or
- 22 (h) accepts gainful employment without permission while on leave of absence.

23 Section 7.8. Seniority During Approved Leave of Absence. An employee's seniority shall
24 be retained during an approved leave of absence but shall accumulate further only during leave
25 with pay and for sixty (60) days without pay, except for leave under Article 8, Section 7.

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ARTICLE 8

Leaves of Absence

Section 8.1. Sick Leave. All permanent forty (40) hour employees shall earn four (4) hours of sick leave with each pay period and fifty-six (56) hour employees shall earn five point six (5.6) hours provided that the employee has been paid for at least three-fourths (3/4) of the work shifts in the pay period. Time spent in collective bargaining negotiations shall be considered as time worked for the purpose of sick leave accrual and employees on leave under Section 7 of this Article shall not lose sick leave accrual for up to two (2) calendar weeks per year of such Section 7 leave. Sick leave shall be earned as of the last day of the pay period. Permanent part-time employees who work at least twenty (20) hours per week shall earn sick leave in a pro-rated amount computed on a base rate of four (4) hours per bi-weekly pay period, and employees who work a normal workweek averaging fifty-six (56) hours shall accrue sick leave at the rate of five point six (5.6) hours per bi-weekly pay period, provided the employee has been paid for at least three-fourths (3/4) of the work shifts in that pay period. At the end of each fiscal year, an employee shall have the option of converting up to ten (10) days of sick leave to vacation leave on a two (2) for one (1) basis. The conversion of sick leave will be approved only if the employee has a remaining balance of sick leave of at least one-hundred twenty (120) hours, for fifty-six (56) hour per week employees and sixty (60) hours for forty (40) hour per week employees, after the conversion. All requests to convert sick leave must be received by Finance & Accounting prior to October 31st. Upon separation from employment after ten (10) years service, an employee will be entitled to be paid for fifty percent (50%) of his or her accrued sick leave at the current rate of pay. Employees hired on or after April 1, 2011, upon separation from employment after (10) years of service will be entitled to up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to work either forty (40) or forty-eight (48) hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual) for employees regularly scheduled to work an average fifty-six (56) hour work week. Employees will be permitted to

1 accrue sick leave beyond the sick leave accrual cap but will be limited to the aforementioned cap
2 for payout purposes.

3 Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of
4 its accrual and shall only be taken upon prior approval of the County. Requests for sick leave
5 shall be made in person or by phone (no message, text or email) to the scheduling supervisor. For
6 operational employees, this will be District 5. If the employee is unable to contact District 5 they
7 may contact District 6. Sick calls shall be made no later than 1.5 hour before the working period.
8 Sick leave may only be utilized for employee sickness, sickness in the employee's immediate
9 family residing with him or her (except in the case of children, step-children, parents, step-
10 parents, and current parents-in-law, in which case there will be no residency requirement),
11 necessary doctor's appointments, injury, disability, pregnancy, or for quarantine by health
12 authorities or a physician. Employees may be required to supply proof of sickness, injury or
13 disability. If an employee is sent to a physician of the County's choosing for such purpose, the
14 County will pay the expenses thereof. Utilization of sick leave will be implemented according
15 to the following definitions:

16 (a) Sick leave instance: Any absence due to sickness, illness, or injury for any number of
17 consecutive work days or parts thereof.

18 1. Use of more than two (2) instances of sick leave in a ninety (90) day period without
19 medical certification or the use of sick leave in combination with days off, holidays off,
20 or other time off without medical certification may be investigated to determine if the
21 employee should be placed on critical attendance or if a violation has occurred that could
22 warrant disciplinary action. An employee placed on critical attendance will be notified in
23 writing that he/she will be required to provide medical a period of three (3) months for
24 the approval of sick leave. After the three (3) months period attendance will be re-
25 evaluated. If at the time of reevaluation, sick leave use has reached acceptable standards
26 the employee shall be removed from the critical attendance list and provided written

1 notice.

2 Section 8.3. Leave for Workers' Compensation Injury. If an employee sustains a job-related
3 injury s(he) shall be entitled to Workers' Compensation payments in accordance with the laws of
4 the State of Florida. In addition, an employee may utilize available sick or vacation leave to
5 supplement Workers' Compensation payments. In no instance shall this combination exceed one-
6 hundred percent (100%) of the employee's regular base rate.

7 Section 8.4. Short-Term Military Leave. Short-term military leave shall be granted for
8 purposes of attending military training in accordance with Chapter 115, Florida Statutes. An
9 employee in the United States Reserve Forces or National Guard shall be granted military leave
10 for training purposes with full pay and without loss of benefits. Such military leave shall not
11 exceed that allowable by Florida law. A request for short-term military leave shall be submitted
12 to the appropriate supervisor on a Leave Request Form, with or followed by proper
13 documentation as soon as possible.

14 Section 8.5 Long-Term Military Leave. Long-Term military leave shall be granted in
15 accordance with Chapter 115, Florida Statutes and Chapter 250, Florida Statutes. An employee
16 in the United States Reserve Forces or National Guard ordered to active military duty for
17 purposes other than training shall be granted long-term military leave without loss of benefits or
18 seniority, under the following conditions: An employee ordered to active military duty during a
19 declared war or time of war shall receive full pay for the first thirty (30) days of the long-term
20 military leave; and supplemental pay beginning on the 31st day of the long-term military leave,
21 not to exceed one-hundred eighty (180) calendar days of absence. Supplemental pay is an amount
22 necessary to bring the employee's total salary, including the base military pay and the
23 supplemental pay, to the level earned from County employment at the time the absence for long-
24 term military leave began. The department director is responsible for submitting an Employee
25 Action Form when the employee is entitled to supplemental pay under this policy. An employee
26 in the Florida National Guard ordered to state active duty under provisions of Chapter 250,

Florida Statutes, shall receive full pay for up to thirty (30) days at any one time. Following such an absence for state active duty, the employee must perform the employee's County work for at least one full shift before being eligible for another period of long-term military leave for state active duty. Long-term military leave for other purposes shall be without pay, unless an exception is granted by the Adminstrating Official for unusually compelling circumstances. An employee who is granted long-term military leave shall retain seniority rights. A request for long-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by proper documentation, including military orders, as soon as possible.

Section 8.6. Personal Leave for Pregnancy Related Conditions. Permanent employees shall receive personal leave without pay, except as provided for in Section 2 of this Article, for the period of any absence from work caused by pregnancy or a pregnancy-related condition. Such leave will be contingent upon certification of the inability to return to work by the employee's attending physician. If the employee desires to work beyond the twenty (20) weeks of the pregnancy, her physician must provide a written statement of approval or a Physician's Evaluation of Pregnant Employee Form to continue working after each visit by the employee.

Section 8.7. Personal Leave. Upon written request from an employee submitted reasonably in advance, the County will grant a leave of absence without pay where good cause is shown for one or more days, but not to exceed thirty (30) days. This leave may be extended or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the opinion of the County, are satisfactory. In the operation of this section, the question of whether an employee has accrued annual leave time shall not be considered. These leaves are intended to be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave), education, military service, or extenuating personal reasons. Leave requests under this section shall not be arbitrarily or capriciously denied.

Section 8.8. Union Leave of Absence without Pay. Members elected to Union positions or appointed by the Union to perform work which takes them from employment with the County

1 shall, upon written request, receive leave of absence without pay for the term of office or up to a
2 period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an
3 additional year period. Employees desiring leave under this Section shall notify the County two
4 (2) weeks in advance of the date on which such leave is to become effective and shall specify the
5 facts giving rise to the request. If it is impossible to give two (2) weeks' notice, the County will
6 waive the two (2) week requirement. No more than two (2) employees in any department shall
7 be off on leave under this Section at any one time unless mutually agreed upon by the parties.
8 Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiation,
9 officers to attend regular monthly business meetings, and other Union business mutually agreed
10 upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of
11 absence shall not be arbitrarily or capriciously denied. Nothing herein shall preclude the use of
12 accrued vacation time for union officials to conduct union business that ordinarily would be
13 uncompensated time.

14 Section 8.9. Union time Pool Leave. The County agrees to make a deduction of one (1) hour
15 vacation leave from all current Union members. The deduction shall be reflected on the second
16 pay check stub during the months of March, June, September, and December and the leave will
17 be placed into the Union Time Pool for use by the Union. All unused hours shall be carried over
18 to the following calendar year. Union time pool leave shall be limited to conventions, grievance
19 hearings, contract negotiation, officers to attend regular monthly business meeting, and other
20 Union business mutually agreed upon by the County and the Union. This time may be used by
21 any Union member with approval from the Union President or Vice President. Requests shall be
22 made to the Department no later than as required by Telestaff and no more than two (2) Union
23 members shall be off at any given time. These members shall not be counted in the total numbers
24 of employees permitted to take leave under Article 9, Section 3. If the total number of employees
25 off is less than ten percent (10%), Union Leave may be granted for more than two (2) employees.
26 Any employee utilizing Union Leave above the two (2) granted shall count toward the total

number of employees off provided that approvals of such leave shall be at the discretion of the Chief or his/her designee.

Section 8.10. Grievance Hearings. Employees who have filed a grievance will be authorized to attend hearings at all four (4) steps with pay if the hearing is scheduled during the employee's normal working hours. The appropriate Union President or Shop Steward may attend with pay if the hearing is during their normal working hours and either the President or Shop Steward is representing the grievant. The Union must submit a list of employees to attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice of appeal to the County Manager's Office to allow for proper departmental notification of the employee's absence. The County Manager or his designee will review the list and authorize absence from work for the employees that the Manager determines should attend. Employees who wish to attend as observers may request leave in accordance with County procedures.

Section 8.11. Bereavement Leave. An employee who has a death in his/her immediate family will be granted a bereavement leave up to forty (40) consecutive, normally scheduled work-hours for forty (40) hour work week employees or forty-eight (48) consecutive, normally scheduled work-hours for fifty-six (56) hour work week employees. Requests for non-consecutive Bereavement Leave shall be sent to the Deputy Chief or his/her designee for review. Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is described as father, mother, step-parents, spouse, children, step-children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren, legal guardian, and certified domestic partner. Documentation may be required as a condition for approval of bereavement leave. The Administrating Official may approve a longer period of bereavement leave.

Section 8.12. Attendance Award. Full-time, permanent employees hired prior to June 1 of the calendar year, whose sick leave, FMLA Sick Leave, and/or leave without pay hours for that

1 calendar year do not exceed sixteen (16) hours for those employees working an eight (8) hour
2 shift, or forty-eight (48) hours for employees working a fifty-six (56) hour shift, shall be credited
3 with a one-half ($\frac{1}{2}$) shift of Attendance Award for outstanding attendance. In the event an
4 employee does not utilize any sick leave, FMLA Sick Leave, or leave without pay, (s)he shall be
5 credited with Attendance Award equal to one (1) of the employee's regular shifts. Attendance
6 Award shall be taken at a time mutually convenient to the employee and the department, shall
7 require prior supervisory approval, and shall be used within three-hundred sixty-five (365) days
8 from the Annual Awards Ceremony date.

9 An employee who does not use any sick leave, FMLA Sick Leave, or leave without pay for
10 the three –hundred sixty-five (365) days of the preceding calendar year shall be granted one (1)
11 opportunity to skip a mandated assignment, to be utilized at the employee's time of choosing.
12 The employee has three-hundred sixty-five (365) days from the Annual Awards Ceremony date
13 to use the granted one (1) opportunity to skip a mandated assignment. This opportunity will cover
14 any and all potential mandates in a twenty four (24) hour period. The employee will be credited
15 as having been mandated on the mandatory roster.

16

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 Bi-Weekly <u>Accrual</u>	56-Hour Work Week Bi-Weekly <u>Accrual</u>
<u>Length of Service</u>		
Less than 1 year	3.24	4.53
1 year but less than 5	3.85	5.38
5 years but less than 10	4.62	6.46
10 years but less than 15	5.38	7.54
15 years 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 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. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn vacation hours on a pro-rated basis (percentage of a forty (40) hour week times the appropriate accrual rate) and shall accrue provided the employee is in active pay status for at least seventy-five percent (75%) of the pay period.

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, for employees with regular weekly schedules of forty (40) hours. For employees with average, regular weekly schedules of forty-eight (48) or fifty-six (56) hours, vacation pay shall be calculated at the employee's regular straight time rate

for the first forty (40) hours and time and one-half (1/2) for all hours over forty (40) in that work week.

Section 9.3. Selection of Vacations. Schedules of the available vacation periods for the next calendar year, including all fifty-two (52) weeks of each year, will be posted by October 1st of the preceding year. The department must receive all bids by November 1st of the year. Vacations will be bid by seniority. The vacation bid calendar must be posted by November 30th. The number of employees permitted to take vacation at any one time will be ten percent (10%) of the minimum staffing level rounded to a higher whole number at five 5 tenths (.5) or higher, plus one. The number of employees permitted to take vacation at any one time who are assigned to the Peak Load Divisions will be one (1) for the first five (5) employees assigned to the daily minimum staffing level. This will increase thereafter by one (1) for all or part of each five (5) additional employees. Minimum staffing level does not include staffing positions. No employee may bid more than a total of twenty (20) shifts off during the vacation bidding process. Employees assigned to the Peak Load Division shall be counted in a separate bid list. For purpose of this section, vacation shifts that are bidded may be comprised of vacation hours, compensatory hours or floating holidays. A shift is one (1) instance of leave regardless of number of hours, not to exceed normal assigned work shift for forty (40) hour employees, or twenty-four (24) for fifty-six (56) hour employees. The deadline for submitting non-bid leave (Attendance Award, Floating Holiday, Military Leave or Vacation Leave) is ninety-four (94) hours before the leave will begin. The deadline for canceling leave (Attendance Award, Floating Holiday, Military Leave or Vacation Leave) is ninety-six (96) hours before the leave will begin.

Section 9.4. Utilization of Vacation. Employees assigned to a forty (40) hour work week shall be allowed to accrue vacation leave with no cap during the calendar year but will only be allowed to carry two-hundred and eighty (280) hours of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of two-hundred and eighty (280) hours. Employees hired on or

1 after April 1, 2011, shall be allowed to accrue vacation leave with no cap during the calendar
2 year, but will only be allowed to carry two-hundred and forty (240) hours of vacation over to the
3 next calendar year. Employees hired on or after April 1, 2011, upon separation from employment
4 will be entitled to up to a maximum payout of 240 hours for employees regularly scheduled to
5 work a forty (40) hour work week.

6 Employees assigned to administrative duties on a forty (40) hour work week may take
7 vacation in increments of at least fifteen (15) minutes, with prior approval from their supervisor.

8 Employees assigned to operational duties on a forty (40) hour work week shall be allowed
9 to accrue vacation leave with no cap during the calendar year but will only be allowed to carry
10 two hundred and eighty (280) hours of vacation over to the next calendar year. Employees who
11 terminate shall be paid for any accrued vacation earned to the date of termination but not taken,
12 up to a maximum of two hundred and eighty (280) hours. Employees hired on or after April 1,
13 2011, shall be allowed to accrue vacation leave with no cap during the calendar year, but will
14 only be allowed to carry two hundred and forty (240) hours of vacation over to the next calendar
15 year. Employees hired on or after April 1, 2011, upon separation from employment will be
16 entitled to up to a maximum payout of two hundred and forty (240) hours for employees regularly
17 scheduled to work a forty (40) hour work week.

18 Employees assigned to operational duties on forty (40) hour work week may take vacation
19 in increments of eight (8) hours however, employees may take vacation not less than four (4)
20 hours if it is at the beginning of the shift and if they give notice in accordance with Article 9.3 of
21 this Collective Bargaining Agreement and is otherwise approved. Employees assigned to a fifty-
22 six (56) hour work week shall be allowed to carry three hundred ninety-two (392) hours of
23 vacation over to the next calendar year. Employees who terminate shall be paid for any accrued
24 vacation earned to the date of termination but not taken, up to a maximum of three hundred
25 ninety-two (392) hours. Employees hired on or after April 1, 2011, shall be allowed to accrue
26 vacation leave with no cap during the calendar year, but will only be allowed to carry three

1 hundred thirty-six (336) hours of vacation over to the next calendar year for employees regularly
2 scheduled to work a fifty-six (56) hour work week. Employees hired on or after April 1, 2011,
3 upon separation from employment will be entitled to up to a maximum payout of three hundred
4 thirty-six (336) hours for employees regularly scheduled to work a fifty-six (56) hour work week.

5 Fifty-six (56) hour employees may take vacation in increments of eight (8) hours if they
6 give notice no later than as required by Article 9.3 of this Collective Bargaining Agreement and
7 the request is otherwise approved. All employees covered by this bargaining unit may utilize
8 vacation leave in increments of no less than four (4) hours for educational purpose when
9 attending classes at an accredited college or university.

10 The Deputy Chief or his/her designee may approve emergency leave (vacation,
11 compensatory time, and floating holiday) outside the provisions of Article 9, Section 3 for
12 unscheduled purposes. Vacation may be utilized after the successful completion of the first six
13 (6) months of employment to meet Departmental education requirements for continued
14 employment or for any courses required for promotional purposes.

15 Section 9.5. Compensatory Time. An employee assigned to this Bargaining Unit Pay Plan
16 may elect to receive compensatory time off in lieu of overtime pay for hours worked in excess
17 of the employee's regularly scheduled hours that week. Forty (40) hour employees may elect to
18 receive compensatory time for hours worked over forty (40) in a work week. Forty-eight (48)
19 hour employees may elect to receive compensatory time for hours worked over forty (40) in a
20 work week. Fifty-six (56) hour employees may elect to receive compensatory time for hours
21 worked over forty (40) in a work week. Such compensatory time is awarded at the rate of one
22 and one-half (1½) hours of time off for each hour of overtime, with a maximum accrual of two
23 hundred forty (240) hours. Once the maximum hours are reached, compensation for overtime
24 will be made in cash.

25 An employee who earns overtime, but chooses to accrue compensatory time in lieu of
26 overtime payment, must elect to do so in writing by completing an Election of Compensatory

1 Time form which must be completed no later than the last working day in the pay period in which
2 overtime occurs. An employee who fails to complete this form within the prescribed time will
3 have overtime hours reported on the time sheet for the pay period in which it was earned and will
4 receive overtime pay. An employee who wishes to utilize compensatory time to cover an absence
5 must submit a request to utilize annual leave for that time period. If no overtime was generated
6 as a result of this use of leave, the employee may request to substitute compensatory time for the
7 requested/approved annual leave. This request to substitute compensatory time for the approved
8 annual leave must be made by the completion of the affected pay period. Compensatory time off
9 must be scheduled with supervisory approval and at a time mutually convenient to the employee
10 and the department. If an employee terminates employment or transfers to another department,
11 the compensatory time balance will be paid at the time of termination or transfer. Such cash
12 payment shall be paid at a rate which is the higher of either the final hourly rate or the average
13 regular hourly rate received during the last three (3) years of employment.

14

ARTICLE 10

Holidays

Section 10.1. Holidays Observed. The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate:

New Year's Day

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed on the last workday before Christmas)

Christmas Day

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

Two (2) Floating Holidays (to be taken during the fiscal year)

Section 10.2. Weekend Holiday. Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

Section 10.3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall be paid for the number of hours (s)he would have worked in a normal work shift at his/her regular straight time rate provided (s)he works at least fifty percent (50%) of the regularly scheduled workday immediately preceding the holiday and immediately following the holiday, unless the employee is absent on either day with a satisfactory excuse.

1 If the holiday occurs on a day which is a regularly scheduled day off for the operational
2 employee, (s)he will receive additional pay for that workweek equal to one-half (1/2) of that
3 employee's regular work shifts (not to exceed twelve (12) hours at straight time for fifty-six (56)
4 hour employees and eight (8) hours for forty (40) hour employees.) If the holiday occurs on a
5 day which is a regularly scheduled day off for the administrative employee, (s)he will be granted
6 the day off with pay in accordance with headquarters day of observance.

7 Section 10.4. Holiday Work. In the event an employee is required to work on any of the
8 recognized holidays, he or she will be paid his/her regular hourly rate at a multiplier of two (2).
9 If any of the hours worked on that holiday exceed forty (40) hours in that work week, those hours
10 shall be paid at a multiplier rate of two and one-half (2½).

11 Section 10.5. Holiday During Vacation. In case a holiday is observed on any day during an
12 employee's vacation, up to an additional eight (8) hours for forty (40) hour employees, or (12)
13 twelve hours for fifty-six (56) hour employees or one-half (1/2) of that employee's regular work
14 shift's pay shall be allowed for each such holiday effective on the date of the Board's approval
15 of this contract.

16 Section 10.6. Floating Holiday. All such employees shall be allowed time off with pay for
17 the duration of their normal shift for each of the two (2) floating holidays.

18

ARTICLE 11

Grievance Procedure

Section 11.1. Definition and Procedure. For the purpose of this Agreement, a grievance is any dispute or difference between an employee and Alachua County involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner. All grievances and all subsequent steps of said grievances may be filed and responded to through the county e-mail system.

No grievance shall be entertained or processed unless it is commenced within ten (10) calendar days after the occurrence of the event giving rise to the grievance or within ten (10) calendar days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grievable, (s)he may do so in which event the employee will have five (5) calendar days in which to speak with management and the time limits for filing a grievance will commence on the sixth (6th) day. If a grievance is not filed within the time limits for the next step of the grievance process, it shall be deemed settled on the basis of the last answer of the County. 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.

Step 1: The employee or union shall present the grievance in writing to the Deputy Fire Chief with or without a Union Officer as the employee may choose. The Deputy Fire Chief must respond in writing to the grievance within ten (10) calendar days of the receipt of the Grievance.

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

Step 3: If the Union or employee is not satisfied with the written answer of the Fire

Chief, or if no written answer is rendered by the Fire Chief on a timely basis, then the Union or employee may, within ten (10) calendar days of the Fire Chief's answer or of the failure of the Fire Chief to supply a timely answer, file the grievance to the County Manager or designee. The County Manager or designee must meet with a Union representative within twenty (20) calendar days of receipt of the appeal. The County Manager shall answer the grievance in writing within twenty (20) calendar days of the meeting.

Step 4: If the Union is not satisfied with the written answer of the County Manager or designee or if no timely written answer is rendered, the Union Officer shall submit a written request, signed also by the grieving employee(s), filing the grievance to arbitration within thirty (30) calendar days of the answer or failure of timely answer.

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

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

All original grievance documents will be returned to the filing union steward.

Section 11.2. Arbitrator Selection. The Union's appeal to arbitration shall be submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected from a list furnished by the Federal Mediation and Conciliation Service by means of alternate striking of names. A coin toss will determine which party strikes first. If either the County or the Union is dissatisfied with the original list, either one may request the Federal Mediation and Conciliation Service provide a second list from which to choose an arbitrator.

Section 11.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide only the particular issue involved in the grievance presented.

The award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared equally by the County and the Union. If either party cancels the Arbitration, that party shall be responsible for payment of 100% of any costs charged by the arbitrator. In the event of "An Act of God" or a declared state of emergency; i.e., hurricane, flood, act of terrorism, etc., that forces

the cancellation of the scheduled arbitration, the costs charged by the arbitrator will be shared equally by both parties.

Section 11.4. 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 11.5. 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) 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) 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 performance review form and reexamination of the performance review instrument by the Human Resources Manager. Such request must be made prior to the completion

1 of the performance review.

2 Section 11.6. Union Representation. The union will not be required to process grievances
3 for non-dues paying members. A Union Officer or Shop Steward may attend any grievance
4 hearing or interrogation (formal or informal) with pay if such hearing or interrogation is during
5 the Union Officer or Shop Steward's working hours. The union will be provided a copy of all
6 grievance responses.

7 Section 11.7. Formal Investigations and the Firefighter Bill of Rights. All employees covered
8 by this bargaining unit shall be protected by Florida State Statue 112.82 "Florida Firefighter Bill
9 of Rights".
10

ARTICLE 12

Hours of Work and Overtime

Section 12.1. Purpose. This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime or other premium payments.

Section 12.2. Workday; Workweek. The normal workday shall consist of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours for operational employees. It is understood that this will be a twenty-four (24) hour shift with forty-eight (48) hours off. The normal workweek for the members assigned to the peak load units or forty hour (40) operational staff shall consist of forty hours (40) per week. These members may be on varying shifts i.e. four (4) ten (10) hour days, or five (5) eight (8) hour days. They shall work forty (40) hours each week. Temporary, On-call staff can only be utilized for the purposes of filling vacancies in the Peak Load division. These Temporary, On-call staff have no defined schedule. The normal work week for the members assigned to administrative duties at Headquarters shall follow the work week of Headquarters staff.

Section 12.3. Overtime Compensation. In the event an employee is required to work beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-half (1/2) the employee's regular straight time rate provided the employee actually works his or her normal workweek. All payments for overtime must be authorized by the Division or Department Head. Employees of the Peak Load Division who work more than the normally scheduled hours on any workday(s) may be required to work a changed schedule during the workweek for the purpose of avoiding overtime compensation in that workweek. Vacation, sick and compensatory time used shall count as hours worked for the purpose of determining overtime. In no instance shall an employee work more than forty-eight (48) continuous hours without at least an eight (8) hour break. Employees assigned to the Peak Load division may not work more than four (4) consecutive shifts.

1 Section 12.4. Procedure for Overtime Assignment

2 The Fire Rescue department shall establish a fair and equitable basis for making overtime
3 assignments. In an effort to achieve this goal, the Department will utilize Telestaff to offer
4 overtime assignments and maintain the Department's schedule.

5 District 5 will outbound vacancies for the next twenty-eight (28) days on a daily basis. This
6 will occur only between the hours of 0900-2200. Telestaff maintains a seniority list for the
7 department. This list will be the only one used for scheduling purposes. This list is available to
8 all employees by using the pick list option. The Deputy Chief is the only person that can approve
9 an employee to work overtime outside of this agreement in a lower classification. This does not
10 apply to Special Events where personnel are scheduled by medical qualifications and not
11 classifications. Shift vacancies shall be filled by the assignment of staffing personnel and/or shift
12 promotional list and the out of class list. The promotional list shall be used first, and no member
13 shall be required to work in an out of class position if they are on the out of class list. However,
14 in the event that a vacancy results in the assignment of overtime, the overtime assignment will
15 be offered in the classification which the original vacancy occurred. If the original vacancy is
16 not filled within the classification then the overtime will be offered to personnel currently on the
17 promotional list for the classification, (out of class overtime), then the out of class list. If the
18 original vacancy is not filled with OC/OT the overtime assignment will then follow the
19 mandatory overtime section. In an effort to limit the number of Mandatory overtime assignments,
20 if Mandatory overtime is going to occur, then a reasonable attempt shall be made to fill the
21 vacancy with an Out-of-class assignment while filling the lower classification with overtime. At
22 no time will Mandatory overtime be used to fill the lower classification. If the vacancy cannot
23 be filled in this manner, then the Mandatory assignment shall be filled in the original
24 classification.

25 Telestaff maintains a total number of overtime hours worked by each employee, known as
26 "buckets." These hours are cumulative for the current calendar year. The cumulative hours are

1 used to determine the sort order for working opportunities. The buckets will “empty”, or reset at
2 00:00 hrs on January 1st of each year. Overtime will be offered only to the classification in which
3 the vacancy occurred, with the exception of out of class assignments. Voluntary overtime will be
4 offered based on a list that is generated by Telestaff each time a vacancy is to be filled. This list
5 is then sorted by the Voluntary OT bucket hours (Ascending) and the Seniority (if the bucket
6 numbers are equal). As employees accept overtime positions, the hours of the vacancy will be
7 added to their buckets, which will move them down on the list. In the event an overtime
8 assignment is canceled, the employee with the most overtime bucket hours on the affected day
9 shall be canceled for the affected classification in which the overtime was accepted. Employees
10 who promote/transfer to a different position will carry over their voluntary overtime hours to
11 their new position. Newly hired employees in Telestaff will initially receive hours in their
12 voluntary overtime bucket equal to the person already in the classification with the highest
13 number of hours plus one hour. The following list will be used to fill vacant positions:

- 14 • Prescheduled List Chain-Used to fill vacancies that are greater than one hundred
15 forty-four (144) hours from the current day. Each vacancy is reserved for twenty (20)
16 minutes.
- 17 • Prescheduled 2nd Call list Chain- Used to fill vacancies that are less than one hundred
18 forty-four (144) hours from the current day. Each vacancy is reserved for twenty (20)
19 minutes.
- 20 • Non-Prescheduled List Chain- Used to fill vacancies that are less than seventy-two
21 (72) hours from the current day. Each vacancy is reserved for five (5) minutes.
- 22 • Scorched List Chain- Used to fill vacancies that occur on the current day and for
23 vacancies after 1800 hours for the next day.
- 24 • Special Event LW-PM List Chain- Used to fill vacancies in special events where a
25 Paramedic only is needed. Each vacancy is reserved for twenty (20) minutes.
- 26 • Special Event W-EMT List Chain- Used to fill vacancies in special events where an

1 EMT only is needed. Each vacancy reserved for 20 minutes.

2 Overtime offers accepted by employees will appear on their personal calendar. Once assigned,

3 overtime cannot be cancelled by the employee. However, an employee wishing to un-obligate

4 themselves from his/her hours may do so if a replacement with equal qualifications/classification

5 (including personnel on the promotional list and the out of class list for the classification) can be

6 assigned. The employee is responsible for finding a replacement. A record of overtime offers

7 will be maintained by Telestaff for each position. If overtime is canceled for an employee for

8 any reason, no replacement overtime will be assigned manually. When the overtime hours are

9 removed from the employee's bucket they will return to the place in the list they held before

10 receiving the overtime that was cancelled. This process is self-correcting and no action from the

11 District Chiefs is necessary. An employee may request to be removed from the overtime list by

12 advising their District Chief via email of such request. To be placed back on the list their District

13 Chief shall be notified in the same manner. The request to be removed from overtime list has no

14 effect on mandatory assignments.

15 At no time shall an employee/temporary, on-call staff assigned to the Peak Load Division

16 be allowed to work on a fifty-six (56) hour operational unit.

17 **Incidental Overtime:** Incidental Overtime is utilized when employees have been assigned to a

18 special project that benefits the Department. It is utilized to encourage and reward those

19 employees who are working outside their normal operational assignments. Project hours must

20 have written authorization by the Deputy Chief prior to the hours being worked. This incidental

21 time will not be stored in their overtime bucket.

22 Section 12.5. Staffing of Peak Load Units. The procedure used to fill vacancies in the peak

23 load division will follow the rules outlined in Section 12.4 with the following exceptions.

24 a) For vacancies that are greater than forty-eight (48) hours out, the following

25 order will be used to fill the vacancy:

26 1. Temporary, On-call staff

- 1 2. Overtime for forty (40) hour employees assigned to the Peak Load
- 2 Division
- 3 3. Overtime for fifty-six (56) hour employees
- 4 4. If none of the above methods are successful in filling the vacancy, then
- 5 Mandatory Overtime will be assigned to only the forty (40) hour
- 6 employees assigned to the Peak Load Division.
- 7 b) For vacancies that are less than forty-eight (48) hours out, the following order
- 8 will be used to fill the vacancy:
- 9 a. Staffing personnel not already assigned from fifty-six (56) hour
- 10 division
- 11 b. Temporary, On-call staff
- 12 c. Overtime for forty (40) hour employees assigned to the Peak Load
- 13 Division
- 14 d. Overtime for fifty-six (56) hour employees
- 15 e. If none of the above methods are successful in filling the vacancy, then
- 16 Mandatory Overtime will be assigned to only the forty (40) hour
- 17 employees assigned to the Peak Load Division.

18 If a mid-shift vacancy occurs on a peak load unit, the District Chief shall immediately
19 outbound the vacancy using the Scorched List Chain. Temporary, On-call staff and forty (40)
20 hour employees assigned to the Peak Load Division will be called first. If the vacancy cannot be
21 filled, then a forty (40) hour employee assigned to the Peak Load Division will be mandated.

22 If a fifty-six (56) hour employee is assigned to work on a Peak Load Unit, and the end of
23 the unit's operational shift is 0000 hours or later, they will be moved to an engine for the
24 remainder of their shift regardless of any other overtime.

25 Section 12.6 Mandatory Overtime Assignments. Mandatory overtime assignments shall be
26 made in the classification in which the original vacancy occurred. Telestaff maintains a total

1 number of Mandatory OT counts worked by each employee in what it calls “buckets”. These
2 counts will be cumulative for the current calendar year and will be used in determining the sort
3 order for working mandatory overtime. The buckets will “empty”, or reset at 00:00 hrs on
4 January 1st of each year. Mandatory overtime assignments will be based on a list that is generated
5 by Telestaff each time a vacancy is to be filled. This list is then sorted by the mandatory overtime
6 bucket counts (ascending) and then reverse seniority (if the bucket numbers are equal). As
7 employees work mandatory overtime assignments, each count/instance will be added to their
8 buckets, which will move them down on the next list. Employees who promote/transfer to a
9 different position will carry over their mandatory overtime counts to their new position.
10 Employees on approved leave at the time of the vacancy will be excluded from the mandatory
11 overtime list by Telestaff. If a vacancy occurs greater than 144 hours (six days) before it begins,
12 Telestaff may call candidates up to two (2) times to offer the same position. If/when the vacancy
13 is not filled seventy-two (72) hours before it begins, mandatory overtime is used. This will ensure
14 that the correct person is mandated. If a vacancy occurs between one-hundred forty-four (144)
15 hours (6 days) and two (2) hours before it begins, Telestaff will call candidates once to offer the
16 position. If/when the vacancy is not filled seventy-two (72) hours before it begins, mandatory
17 overtime is assigned. This will ensure that the correct person will be mandated. If a vacancy
18 occurs less than seventy-two (72) hours before it begins, Telestaff will make a minimum of one
19 (1) attempt to fill the vacancy. After which, mandatory overtime will be assigned. This will
20 attempt to ensure that the correct person will be mandated. The employee will be contacted via
21 phone by a District Chief for the mandatory assignment. The notification will contain the
22 position, the shift and the time of assignment.

23 Mandatory Overtime Deferrals – An employee may defer mandatory overtime assignment
24 under one or more of the following conditions; If an employee defers he/she shall remain at the
25 top of the mandatory list in that classification.

26 • Use of an approved FMLA condition. In the event deferral is for a scheduled

1 appointment, the employee will be expected to work the overtime assignment, excluding
2 the time needed for the appointment itself and travel time to and from the appointment.

- 3 • Any employee attending a department authorized program. Examples may include but
4 are not limited to: Paramedic School (to include clinical hours), Critical Care School,
5 Fire Academy (Certificate of Compliance), any classes required to become a state
6 certified company officer or driver operator, departmental preparatory classes, any class
7 in which the department or county has financially sponsored. All hours of deferral are
8 intended for the hours in which class or clinical time would be in conflict with mandatory
9 overtime assignments.
- 10 • Child care with documented reasons of need: deferral will be only for the hours where
11 the conflict occurs. Documentation shall include an e-mail from the member detailing
12 the hours of the conflict and how the care cannot be handled any other way.
- 13 • Any other reason for a deferral of mandatory overtime that is not listed above will be
14 taken on a case by case basis and reviewed by the Chief of Fire Rescue or his/her
15 designee.

16 If an employee is mandated he/she shall be allowed to find another employee of equal rank
17 or an employee qualified to work in the mandated employee's classification by being on the
18 promotional list or on the out of class list to relieve him/her of the mandated hours. The mandated
19 employee may also find another employee to work his/her mandated hours under the following
20 conditions;

- 21 • A Lieutenant may relieve a Driver Operator, a Driver Operator may relieve a Firefighter,
22 a Lieutenant PM (on the out of class list for Rescue Lt.) may relieve a Rescue Lt, a
23 Rescue Lt. (on the out of class list for Driver Operator) may relieve a Driver Operator.

24 (a) At any time during the equalization period, or at any time it is concluded that an employee
25 was not offered his/her fair share of overtime, employees shall receive prescheduled
26 overtime assignments in amounts sufficient to equalize the time offered.

1 **Special Events:** A special event is defined as any activity not related to minimum shift staffing.
2 Any special event shall first be filled based on departmental seniority. The assigned District
3 Chief is responsible for scheduling special event(s). Request for special events will be forwarded
4 to the assigned DC. The assigned DC will communicate with the scheduling and the DC of the
5 affected shift. In the event a request is received with less than twenty-four (24) hours prior to
6 time of the event any means necessary may be used to fill the vacancies. Mandatory overtime
7 will follow the Mandatory section. Special events will be posted on the daily roster on the day
8 the event is to occur. Employees may sign up for events using Telestaff. When signing up for
9 events, employees will choose which event they are signing up for in the “Where” field of the
10 add window. Events will be posted on the Telestaff roster as they are received and will be
11 outbounded no greater than twenty-eight (28) days in advance of the event. Vacant positions for
12 events that are not filled with voluntary overtime will be assigned mandatory overtime.
13 Mandatory overtime for large scale events will be assigned if the vacancy has not been filled
14 seven days from the event date. Notification for mandatory assignments with greater than
15 seventy-two (72) hours’ notice will be via email. Mandatory assignments with less than seventy-
16 two (72) hours’ notice will be made via phone contact. In the situation that an event is cancelled
17 the employee will be notified as soon as possible at the contact number listed by the employee.
18 In the situation that an event is rescheduled the employee(s) that are initially scheduled will be
19 given first option to work the hours. If the employee(s) cannot work the hours then the event will
20 be deemed as a new event and scheduled accordingly. Any employee wishing to cancel his/her
21 hours may do so if a replacement with equal qualifications/classifications can be found. The
22 employee is responsible for finding a replacement. The employee originally assigned the event
23 must notify the special event DC or an on-duty DC of any such changes. Lead worker designation
24 will be utilized for FF/PM (non-supervisory classification) who has oversight of one or more
25 personnel. Full time, permanent employees assigned to the Peak Load Division shall only be
26 eligible for Special Event overtime prior to any mandatory assignments. Temporary, On-call will

1 be eligible to work Special Events prior to any mandatory assignment.

2 Section 12.7. Trade Time Policy. An employee may agree with another employee of equal
3 rank (with the exception of Rescue Officer for Rescue Lieutenant and Driver for Firefighter),
4 regardless of qualification, to work in place of said employee during his/her regularly scheduled
5 work assignment, subject to the following restrictions:

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

8 (b) Trade-time will be approved only after the first six (6) months of employment for
9 employees of the Fire/Rescue Department. Trade times for these employees must be
10 repaid in accordance with Section 12.7 (e).

11 (c) The County shall compensate the employee regularly scheduled to work in the amount
12 (s)he would have earned had (s)he worked, and in no manner be liable for any wages for
13 the hours worked by the substitute employee (i.e. out of class will be paid the employee
14 normally assigned).

15 (d) Trade-time request forms will be signed by both parties of the trade and submitted to their
16 District Chief. Trades submitted for approval more than forty-eight (48) hours prior to
17 the effective time of the trade shall be submitted for approval by the District Chief. Trade
18 time may be approved within forty-eight (48) hours of the start of the shift, or at any time
19 during a shift by the District Chief as long as it is between employees of equal rank and
20 qualification (with the exception of Rescue Officer for Rescue Lieutenant). It is
21 understood that if a member is notified that he/she is up for mandatory overtime on the
22 next day, and a Trade Time form as been submitted after this notification, the member is
23 still obligated to work the mandatory overtime.

24 (e) Traded time will be repaid within three-hundred and sixty-five (365) calendar days.
25 Employees on their initial probation, submitting a trade after the first six (6) months, must
26 repay their trade within the same pay period. The Deputy Chief or his designee has the

- 1 authority to extend trade time pay backs on an individual, case by case basis.
- 2 (f) An employee substituting for another employee shall not be eligible to use vacation leave
3 except for as provided in (o) of this section.
- 4 (g) An employee who is being substituted shall not be eligible to work overtime hours on
5 his/her normally scheduled shift.
- 6 (h) An employee substituting for another employee shall be eligible to use earned sick leave.
7 Such sick leave usage shall be assessed as a correction to payroll at the end of the pay
8 period in which it occurred.
- 9 (i) An employee who fails to report to duty on an approved trade-time shall be assessed the
10 hours from his/her vacation hours as a correction to payroll at the end of the pay period
11 in which it occurred, and the employee will receive Group I disciplinary action for the
12 first offense and loss of trade-time privileges for a period of one (1) year. Additionally,
13 the employees shall be obligated to pay back all time owed another employee through
14 approved trade time.
- 15 (j) No third-party trades.
- 16 (k) Modifications to the original trade time agreement must be approved by the District Chief
17 and remain within the original three-hundred sixty-five (365) calendar day time frame.
- 18 (l) In no instance shall an employee work more than forty-eight (48) continuous hours. A
19 minimum eight (8) hour break is required after working the maximum number of
20 continuous hours of work.
- 21 (m) Cancellation of Trade Time must be made via e-mail from both employees to the
22 appropriate District Chiefs, within twenty-four (24) hours of the first trade.
- 23 (n) An employee substituting for another employee may be eligible to use emergency leave.
24 The Deputy Chief or his/her designee may approve emergency leave (vacation,
25 compensatory time, floating holiday) outside the provisions of Article 9, Section 4, for
26 unscheduled purposes. Such emergency leave usage shall be assessed as a correction to

1 payroll.

2 (o) It is the employee's responsibility to ensure that all trade times are completed prior to any
3 promotion. Employees that are promoted, but still owed a payback shall lose the time
4 owed if the trade is not completed prior to the effective date of the promotion. The
5 Department shall not assume any responsibility for any trade time lost as a result of a
6 promotion.

7 (p) Employees assigned to a forty (40) hour work week may trade trucks as long as it is for
8 equal qualification and classification and hour for hour. It is understood that this will be
9 a truck swap for the same duty day and will create no scheduling errors. This swap shall
10 be for the entire shift on that particular day, there will be no partial trades approved for
11 Section 12.7(p). The current Departmental Trade time form shall be used and submitted
12 to the approving District Chief as outlined in this Article.

13 Section 12.8 Out-of-Class Assignment List. When position vacancies occur, the department
14 will utilize employees to fill those positions in an out-of-class status. Employees who are on
15 the promotional list for the position in which the vacancy occurs during their shift will be used
16 first. If there are additional vacancies then employees on the separate Out-of-Class list may be
17 used to fill them. Inclusion on the Out-of-Class list will be voluntary. In order for an employee
18 to be on the Out-of-Class list (s)he must meet all of the minimum qualifications required to test
19 for that position. The employee must also have demonstrated competency in that higher
20 classification through evaluation exercises administered by the department training staff.
21 These exercises will be similar in nature to those exercises used during testing assessment
22 processes for each position being considered. It is understood that no more than one individual
23 may operate in an out-of-class position on a single unit unless one of those individuals is on
24 the current promotional list. It is also understood that employees will not be able to move more
25 than one rank (i.e. FF to Lt. or D/O to DC) unless that individual is on the current promotional
26 list for the position. District Chiefs will attempt to equalize the Promotional/out of class hours

1 for each employee. Employees who can work out of class will appear in Telestaff as “can act
2 as” in their personal profile. These employees will be called for vacancies in the position they
3 can work out of class at the end of the Pre-Scheduled 2nd Call List Chain, the Non Pre-
4 Scheduled List Chain, and the Scorched List Chain. Employees acting in another classification
5 will be assigned the proper work code by Telestaff. If shift personnel are scheduled to work
6 out of class and someone calls in for leave after 1800 hours for the next day, everyone shall
7 stay as they are scheduled and the vacant position will be filled by OT or Mandatory OT.
8 (Example: A Lieutenant vacancy is filled with an out of class Driver Operator, the DO is filled
9 with an out of class firefighter and the firefighter is filled with staffing. A firefighter calls in
10 sick after 1800 hours the night before his/her shift. Everyone would stay as they are scheduled
11 and the OT/MOT would be assigned to the FF vacancy). If shift personnel are scheduled to
12 work out of class and someone calls in for leave prior to 1800 hours for the next day, all affected
13 personnel will be returned to their regular classification/position and the OT/MOT assigned to
14 the original position.

15

ARTICLE 13

Miscellaneous

Section 13.1. Bulletin Boards. Alachua County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union's principal officer shall be responsible for all notices posted under this section.

Section 13.2. Union Emblem. Union members will be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive. In addition, a decal may be worn on the employee's helmet and one may be affixed to the front windshield of an ambulance or fire apparatus. The emblems must be approved by the Chief prior to being affixed.

Section 13.3. Payroll Deduction/Direct Deposit. (a) Payroll deduction of a specific amount will be permitted for the approved Credit Union for each employee who authorizes such deductions, subject to the rules and procedures of the Credit Union. (b) Direct deposit of an employee's paycheck can be made to the Financial Institution of the employee's choosing, by completing a Direct Deposit authorization form located on the County's Intranet site.

Section 13.4. Payday. The County and the Union agree that pay day will be every other Friday to allow the County to offer employees the option of participating in the direct deposit of paychecks.

Section 13.5. Notice of Discharge. The County shall provide a notice of proposed discharge to a regular, permanent, non-probationary employee and to the Union five (5) working days prior to the date of the meeting on the discharge.

Section 13.6. Health, Safety and Comfort. The parties agree to abide by published standards on sanitation, safety and health in accordance with applicable Federal, State, and County Statutes.

1 The following items will be provided by the County:

2 (a) employees presently required to wear a uniform shall continue to be required to do so and
3 will have appropriate uniforms or a uniform maintenance service provided to them.

4 (b) all new operational employees will receive an A + B hepatitis vaccination;

5 (c) where it is immediately available, the County will provide basic TV cable or satellite
6 service.

7 (d) the County will provide cooking and eating utensils for all stations.

8 (e) all operational employees over age thirty-five (35) will be offered a biannual physical
9 exam and prostate screening, the results of which will be made available to the employee
10 and the County.

11 (f) subscription to two (2) periodicals will be maintained and a reasonable effort to have
12 copies available at each zone station will be made.

13 (g) a complete copy of the County Employee Policy Manual, the department SOP/SOG
14 manual, and the current medical protocols shall be made available via the County Intranet.

15 ~~Section 13.7. Re-Opener Clause. The Union and the County agree that the parties will reopen~~
16 ~~negotiations for Fiscal Year 2020 for the purpose of negotiating the implementation of an updated~~
17 ~~pay plan as described herein, which will include wages. These negotiations will begin on or~~
18 ~~before June 1, 2019, and will conclude prior to October 1, 2019. The parties acknowledge that a~~
19 ~~multi-year agreement between labor and management provides certainty to the parties and allows~~
20 ~~for labor and management to focus on the mission of the department. It is the goal of the parties~~
21 ~~that the negotiations for Fiscal Year 2020 will result in a subsequent multi-year agreement.~~

22 ~~The parties agree that updating the pay plan should be a joint effort of labor and management.~~
23 ~~Beginning on or before October 1, 2018, and concluding no later than June 1, 2019, labor and~~
24 ~~management will work together to jointly develop an updated pay plan. The parties agree that~~
25 ~~the goal is to jointly develop an updated pay plan that is reflective of the actual operations of the~~
26 ~~Fire-Rescue Department, provides bargaining unit members with a plain and fair map~~

1 ~~incentivizing promotions, ensures that Fire Rescue Department salaries remain competitive with~~
2 ~~nearby departments, and encourages an equitable and professional environment that fosters~~
3 ~~positive morale. An updated pay plan will include eliminating those pay classifications which~~
4 ~~are no longer used, determining the value of paramedic certification, and ensuring that the value~~
5 ~~of paramedic certification remains equitable across all pay classifications. The updated pay plan~~
6 ~~may not itself create a circumstance in which a less senior employee earns more pay than more~~
7 ~~senior employee in the same pay class (recognizing that the County cannot guarantee that a less~~
8 ~~senior employee will never earn more than a more senior employee). The parties acknowledge~~
9 ~~that while updating the pay plan may result increased wages to one or more classifications,~~
10 ~~increasing overall wages is not the goal of updating the pay plan.~~

11 Section 13.8. Fire Rescue Agency Merger. The County agrees in the event that all or a portion
12 of the County's Fire Rescue Service is to be assumed by another jurisdiction or agency and
13 bargaining unit members are affected by this change, the County agrees to pursue with the other
14 jurisdiction or agency the possibility of employment for the affected County employees, it being
15 understood, however, that the decision of the other jurisdiction or agency whether to offer
16 employment or not shall not be grievable or subject to arbitration nor shall the Board be obligated
17 to delay implementation of the Board's decision to have such operations assumed by another
18 jurisdiction or agency.

19

ARTICLE 14

Wages/Compensation

Section 14.1. ~~Classification and Pay Plan~~ Implementation. Effective the first full pay period in October 2019, the pay plan in Addendum I to this Agreement (hereinafter "Pay Plan") is implemented for certain job classifications in this bargaining unit as further described in this Article 14 and Addendum 1. This Pay Plan is the culmination of extensive negotiations between the County and Union. The parties agree that this Pay Plan supports the actual operations of the Fire Rescue Department, provides bargaining unit members with a plain and fair map incentivizing continuing education and promotions, ensures that Fire Rescue Department salaries remain competitive with nearby fire departments, encourages an equitable and professional environment that fosters positive morale, and fully addresses all actual or perceived pay inequities and compression resulting from any wage adjustments for bargaining unit members made prior to and until ~~October 1, 2022~~ September 30, 2022 that the parties have agreed to address for this contract term. The parties agree that wages, including any compression or inequities, may be bargained in all respects after this Agreement expires on ~~October 1, 2022~~ September 30, 2022. ~~Effective October 1, 2017, all members assigned to this Bargaining Unit will receive a three percent (3%) cost of living adjustment. Upon ratification, any retroactive wages due a bargaining unit member shall be included in the first full pay period on or after ratification of this agreement occurs. Effective October 1st, 2018 (Fiscal Year 2019), all members assigned to this Bargaining Unit will receive a three percent (3%) cost of living adjustment. If any other certified bargaining unit receives greater than a three percent (3%) increase in Fiscal Year 2019 in their base rate of pay based upon the lowest across the board increase received, the members assigned to this Bargaining Unit will receive an equivalent percentage increase as that group. This expressly excludes the impact of classification changes and lump sum wage increases on other certified bargaining units, and shall expire September 30, 2019.~~

Section 14.2. Pay Plan Structure. Upon implementation of this Pay Plan, all members of the

bargaining unit will be placed at Level 1 of their current classification, except the following:

1. Non-certified Firefighters will be placed at Level 0 of the Firefighter Classification;
2. Non-fire certified Rescue Lieutenants will ~~go to~~ be placed at Level 1 of the Rescue Lieutenant classification;
3. Rescue Lieutenant 1's on probation and Firefighter Certified will be placed at Level 2 of the Rescue Lieutenant Classification;
4. Rescue Lieutenant 1's not on probation and Firefighter certified will be placed at Level 3 of the Rescue Lieutenant Classification; and
- ~~5.~~ Rescue Lieutenant 2's will be placed at Level 6 of the Rescue Lieutenant Classification.

5.

To progress one level in a particular classification in the Pay Plan, the bargaining unit member must earn the educational requirements identified in the Pay Plan for the next applicable level, complete the time in level requirement identified in the Pay Plan, and not be disqualified from progressing to the next level due to disciplinary action as further described in Section 14.4 (or "Eligibility Requirements"). When bargaining unit members progress from one level to the next level in a classification in the Pay Plan, they will receive the flat dollar amount increase (identified in the Pay Plan) to their base salary associated with the level they are progressing to. Further, the rate of base salary for each classification at each level in the Pay Plan shall be adjusted on October 1, 2020 and October 1, 2021 as described in Addendum I. After October 1, 2021, there shall be no additional adjustments to the base salary for each classification in the Pay Plan until such time such adjustments are negotiated and ratified by the County and Union.

Section 14.3. Eligibility for Progression. Those members of the bargaining unit who meet all Eligibility Requirements of the Pay Plan for progression by April 1st or October 1st (hereinafter "Eligibility Date") each year shall be eligible to progress in the Pay Plan effective

1 the first full pay period following their applicable Eligibility Date (hereinafter “Effective
2 Date”) of that same year. Members of the bargaining unit may only progress to the next level
3 once per fiscal year. Exception: Rescue Lieutenants hired on or before October 1, 2019 or any
4 applicant in HR Group FY19-08771 who becomes a member of the Rescue Lieutenant
5 classification(hereinafter “Incumbent Rescue Lieutenants”), and obtains Alachua County Fire
6 Rescue EMS Leadership and Fire Officer 1 Certification, and has two years of service in the
7 Rescue Lieutenant classification with Alachua County Fire Rescue, will be placed in Level 6 of
8 the Rescue Lieutenant Classification in the Pay Plan at the time of meeting the requirements,
9 regardless of qualification dates or last date of level progression.

10 Section 14.4. Ineligibility for Progression Due to Discipline. Any member of the
11 bargaining unit who receives a disciplinary action for the second occurrence of a Group I
12 offense or a disciplinary action for the first occurrence of a Group II or a Group III offense
13 within one year prior to the Eligibility Date is disqualified from progressing in the Pay Plan.

14 Section 14.5. Paramedic Pay. Members of the bargaining unit who are certified paramedics
15 will receive paramedic pay of \$7,500.00 per year when they obtain clearance from the Alachua
16 County Medical Director. All Paramedic Pay will be calculated into the hourly rate of the
17 member. For incumbent employees who already obtained paramedic clearance on or before
18 October 1, 2019, Paramedic Pay has been calculated by providing such employees with the
19 higher of one of the following calculations: (1) base of the employee’s level in the new Pay
20 Plan plus \$7,500, (2) 3% increase to the employee’s current base pay, or (3) the reduction of
21 the traditional 10% -and then the addition of \$7,500.00. As such, incumbent employees who
22 already obtained paramedic clearance on or before October 1, 2019 will not receive any more
23 Paramedic Pay than what is already included in the “FY20 Salary” column in Addendum III.

24 Section 14.6. Specialty or Incentive Pay. Members of the bargaining unit assigned to a
25 special assignment or special assignments, or who have certain specific certifications or met
26 certain educational milestones, as further described in Addendum II, shall receive specialty or

1 incentive pay in addition to their base salary hourly rate and Paramedic Pay, if applicable, as
2 described in Addendum II. Members will receive specialty or incentive pay the first full pay
3 period following the member's assignment or verification of applicable certifications or
4 educational milestones. All specialty and incentive pay will be calculated into the hourly rate
5 of the member for all hours of work, including overtime, incidental overtime and mandatory
6 overtime.

7 Section 14.7. Actual Pay Adjustments. Pay adjustments for the initial implementation of
8 this Pay Plan for all bargaining unit members, which go into effect the first full pay period of
9 October 2019, are provided in the "FY20 Salary" column in Addendum III to this Agreement
10 (this includes any \$7,500 Paramedic Pay). These actual pay adjustments include all additional
11 compensation and compression adjustments identified in Addendum II which were negotiated
12 to address pay equity and compression concerns of the parties. No members of the bargaining
13 unit shall receive any additional pay adjustments to their base salary as described in Addendum
14 III of this Agreement until the first full pay period of October 2020 unless they are eligible for
15 specialty or incentive pay as described in Addendum II, eligible to progress in the Pay Plan as
16 described herein, or they change classifications due to promotion, transfer, or some other
17 change in employment status.

18 Section 14.8. Classifications not included in the Pay Plan. Any bargaining unit members
19 who are in a classification not identified in the Pay Plan in Addendum I shall receive base rate
20 salary increases of 3% effective the first full pay periods of October 2019, October 2020, and
21 October 2021. Such bargaining unit members shall not receive any additional wage increases
22 until such time such increases are negotiated and ratified by the County and Union.

23 Section 14.9. Pay Plan Implementation – Effect on Promotions. Any bargaining unit
24 member hired on or before October 1, 2019 or any applicant in HR Group FY19-08771 who
25 becomes a member of the bargaining unit will use the promotional requirements set forth in
26 Article 7.5 of this Agreement and not the promotional requirements in the Pay Plan. Any

promotions occurring after October 1, 2021 will use the promotional requirements in the Pay Plan, and will continue to require applications, testing, paramedic certification, placement on a promotional list, and filling of vacant positions based on promotional list order. Bargaining unit members who are hired on or after October 1, 2019 that are promoted from one classification to another will be placed at the base salary of Level 1 of their new classification. Bargaining unit members hired before October 1, 2019 that are promoted from one classification to another will receive an increase to their base salary equal to the amount needed to obtain the base salary of Level 1 of their new classification or the difference between the base salary of Level 1 of their new classification minus Level 3 of their current classification, whichever is higher.

Section 14.10. Pay Plan Implementation – Effect on Transfers. Bargaining unit members may transfer between classifications in the Pay Plan as follows, but to do so they must also meet the same promotional requirements in Section 7.514.2 of this Agreement. Bargaining unit members who transfer will be placed at the base salary Level of their new classification. Transfers are limited as follows:

1. Driver Operator to Rescue Lieutenant Level 3
2. Rescue Lieutenant to Driver Operator Level 1
3. Rescue Lieutenant Levels 6 to 10 to Lieutenant Level 1
4. Lieutenant to Rescue Lieutenant Level 6
5. Rescue Lieutenant to EMS Lieutenant Level 1

Section 14.11. Pay Plan Implementation – Effect on Rescue Lieutenants. Any bargaining unit member in a Rescue Lieutenant classification on or before October 1, 2019 or any applicant in HR Group FY19-08771 who becomes a member of the Rescue Lieutenant classification (hereinafter “Incumbent Rescue Lieutenants”), and obtains Alachua County Fire Rescue EMS Leadership and Fire Officer 1 Certification, and has two years of service in the Rescue Lieutenant classification with Alachua County Fire Rescue, will be placed in Level 6 of the Rescue

Lieutenant Classification in the Pay Plan. Additionally, any bargaining unit member in the Rescue Lieutenant 2 classification on or before October 1, 2019 will be placed at Level 6 without any additional educational requirements. Incumbent Rescue Lieutenants who are placed or progress to Level 6 who do not have Critical Care Paramedic Certification, may progress to Level 7 of the Rescue Lieutenant classification with only 9 college credit hours or 120 vocational hours, however 3 college credit hours or 40 vocational hours must be new. To progress to Level 8 of the Rescue Lieutenant Classification, Incumbent Rescue Lieutenants must have completed Critical Care Paramedic and Approved Advanced Airway Courses.

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

Section 14.2 Adjustments to Classifications:

~~(a) — The Critical Care Classification will be moved from a Paygrade 16 to a Paygrade 17. This will become effective at the ratification of this agreement and be retroactive back to October 1st, 2017 and all members of this Bargaining Unit will have their base rates of pay adjusted.~~

~~(b) — As a payroll equity adjustment (PEA), the following employees will receive a two point seven percent (2.7%) increase to their base rate of pay, effective upon ratification of this agreement and retroactive to October 1st, 2017. These same employees~~

will receive a two percent (2%) increase to their base rate of pay effective on October 1st, 2018:

PM Drivers who get PEA	PM Lieutenants who get PEA
Bosier, Grant	Cason, Ed
Brooker, Robert	Mcalhany, Mike
Coleman, Aaron	Morris, Patrick
Edison, Craig	Oliver, Michael
Ferguson, Brian	Patterson, Justin
Gassett, Matthew	Perryman, Andrew
Giese, Nicholas	Rivera, Robin
Hart, Zachary	Rolling, Chris
Hofacker, Jeffrey	Rucker, Rodney
Hope, David	Rulapaugh, Kevin
Largay, Justin	Woods, Misty
Lowery, Ryan	
McDaniel, Clifton	
Misinec, Sean	
Moore, Martin	
Patton, Jackie	
Richardson, Jonathan	
Sandlin, Brett	
Stirrat, David	

(c) — Any members of this Bargaining Unit in the Rescue Lieutenant Classification will be moved from Paygrade 18 to Paygrade 21 if the following requirements are met. It is understood that this will be phased in over the term of this agreement.

1. — The member has been with Alachua County Fire Rescue as a rescue lieutenant for two (2) years of continuous employment.

2. — The member has obtained the State of Florida Fire Officer I requirements.

3. — The member has completed the Departments EMS Supervisory Class, put on by Alachua County Fire Rescue.

4. — The members will be ranked in order of Departmental Seniority for the

1 ~~Paygrade adjustment once they have met the requirements.~~

2 ~~Section 14. 3. Pay Plan Adjustment. An employee in a classification whose salary range is~~
3 ~~adjusted upward shall receive a percentage salary increase equal to the percentage increase of the~~
4 ~~minimum of the range. If the salary range of a classification is adjusted downward, the salaries~~
5 ~~of the current employees in that classification will not be affected. The Administrating Official~~
6 ~~may limit the percentage salary increase for all employees in affected classifications.~~

7 ~~Section 14.134. Pay Adjustment for Out-of-Classification Assignment.~~ When an employee
8 is appointed to out-of-class status, his/her salary shall be paid at the entry level of the higher rated
9 job ~~or five percent (5%) above the regular rate, whichever is higher,~~ effective the first day of the
10 assignment. ~~This shall be paid as an adjustment to the hourly rate.~~

11 ~~Section 14.1445. Call Out Guarantee.~~ Employees who are called in to work on an operational
12 unit on a day they are not regularly scheduled to work and not contiguous to their regular shift,
13 shall be guaranteed two (2) hours of work or pay at their regular rate; provided that an employee
14 who is called out and actually works less than one-half (1/2) hour, but whose actual time worked
15 plus travel time equals more than two (2) hours, shall be paid for the actual time worked plus
16 travel time.

17 ~~Section 14.6. Incentive Pay. A regular employee in a classified position, based upon the~~
18 ~~recommendation of the department director and upon approval of the Administrating Official,~~
19 ~~may qualify for a two hundred and fifty dollar (\$250) lump sum incentive pay upon completion~~
20 ~~and receipt of a job related certification or license. Professional certifications that are required~~
21 ~~as minimum qualifications for a position and certifications obtained by department directors or~~
22 ~~division heads are not qualified for the incentive pay. Employees are eligible for a maximum of~~
23 ~~three certifications for each job classification.~~

24 ~~Section 14.7. Retention Pay. No more than once during a fiscal year the department director~~
25 ~~may increase the compensation of any employee up to the midpoint of the salary range of the~~
26 ~~current classification. Increases beyond the midpoint of the salary range require approval of the~~

~~Administrating Official. Budgetary constraints must be followed when making compensation decisions.~~

~~Section 14.8. Technical Pay. The County agrees to compensate employees bi-annually who are certified and assigned to the specialties listed below:~~

<u>Technical Assignment</u>	<u>Rates</u>
Hazardous Materials Team	\$640.00
USAR Team	\$640.00
SCBA Team	\$100.00
Critical Care Certified Rescue Lieutenant	\$900.00

~~Technical pay shall be paid half (1/2) in January and half (1/2) in July of each year for the appropriate service(s) rendered during the previous six (6) months.~~

~~Section 14.9. Starting Pay/Maximum Rates of Pay/Promotion/Transfer/and Demotion. The members of this bargaining unit will follow the Employee Policies referencing the following pay statuses; Starting Pay, Maximum Rates of Pay, Pay Upon Promotion, Pay Upon Transfer and Pay Upon Demotion.~~

~~Section 14.1550. Deployments. Any employee who is assigned to an out of County deployment activity will be compensated as follows:~~

- a. The employee will be paid for his/her normally scheduled hours that occur on his/her regularly scheduled duty day; and
- b. Any hours worked in addition to the regularly scheduled hours on the regularly scheduled duty day will be paid in accordance with Federal Law; and
- c. The employee will be paid commensurate with the pay structure outlined in the deployment agreement if that pay structure is greater than either a or b above.

ARTICLE 15

Insurance

Section 15.1. Group Health Insurance Benefits. If there are to be any changes in premiums or benefit levels, the County will notify the Union. During the term of this Agreement, the County agrees that the bargaining unit shall receive equivalent health insurance benefits as all other certified bargaining units receive.

Section 15.2. Premium Cost. During the term of this Agreement, the County agrees that the cost of the premiums for health insurance and the health insurance benefits offered to members of this bargaining unit shall be equivalent to those offered to all other certified bargaining units. These changes will become effective at the ratification of this agreement and it is understood that this will be retroactive back to October 1, 2017. The County will issue a separate payroll check/direct deposit for this payout to the members.

Section 15.3. Disability. Contingent upon funding, management will make every effort to offer long term disability insurance to employees, at no cost to the employee.

Section 15.4. Dental Insurance. The Alachua County Board of County Commissioners will pay eighty percent (80%) of the premium for single coverage for dental insurance effective October 1, 2007. Employees will be responsible for one hundred percent (100%) of the premium for dependent coverage of the dental insurance. The Alachua County Board of County Commissioners will continue to pay eighty percent (80%) of the premium for single coverage if funding is available.

Section 15.5. Retiree Health Insurance Subsidy.

Definition – An Alachua County retiree is defined as:

(a) any employee who worked for the Alachua County Board of County Commissioners, and

(b) who meets the Florida Retirement System's Pension Plan's normal retirement age or service requirement for the employee's class of membership and has retired

1 from employment with Alachua County.

2 The County and Union agree that Alachua County will continue to provide a retiree health
3 insurance subsidy. The amount of the subsidy is based on the number of years of service with
4 Alachua County at the time of retirement (three dollars (\$3.00) for each full year of service).
5 You must have six (6) years of County employment for the subsidy. The minimum monthly
6 subsidy is eighteen dollars (\$18.00) (if you retire with just six (6) years of County employment)
7 and the maximum monthly subsidy is ninety dollars (\$90.00) (if you retire with thirty (30) or
8 more years of service). Retirees in the State's Florida Retirement System (FRS) who have
9 entered into the Deferred Retirement Option Program (DROP) are not eligible to receive the
10 County's health insurance subsidy until their participation in DROP ends. Time in DROP will
11 not count towards years of service for the purposes of this policy. The approval of this retiree
12 health insurance subsidy each year will be based on available funding.

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ARTICLE 16

Union Membership

The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II.

ARTICLE 17

Educational Assistance Program

1. General

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

2. General Fund

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

3. Eligibility Requirements

Only permanent, full-time County employees who have completed their probation period will be eligible to participate in this program.

4. Conditions of Approval or Payment

(a) The County will participate in the cost of those courses, both correspondence and classroom, which are determined to be directly related to the duties of the position held by the employees seeking assistance; to the duties of a position to which an employee might reasonably be expected to progress to in the normal course of advancement with the County; or is a valid elective for a degree program approved by the Department Director. Courses must be taken from an accredited or recognized educational institution.

(b) The County will pay the cost of tuition for such courses, as outlined in the Alachua County Employee Policy # 5-21, but will not reimburse an employee for books, fees, supplies, or other expenses in connection with the course(s) to be taken.

1 (c) The County will not pay any proportional share of the cost of tuition which has been
2 advanced to the employee from other sources, such as scholarships, grants, or other
3 subsidies. In the event of a partial scholarship or grant, the County will reimburse tuition
4 based on paragraph 4b or the actual expense to the employee, whichever is greater.

5 (d) Eligibility for reimbursement must be established prior to the first day of class.

6 (e) To be eligible for reimbursement an employee must successfully pass the course(s) and
7 present a certificate or proof of completion so indicating. A passing grade for
8 reimbursement purposes shall be considered as outlined in the Alachua County Employee
9 Policy #5-21.

10 5. Application Procedure

11 (a) Each application must be completed and approved by the Department Director.

12 (b) Requests for reimbursement of partial tuition payment must be made on the form
13 provided by the County Human Resources Office. These forms can be obtained at the
14 employee's respective department.

15 (c) The Department Director shall indicate approval or disapproval of the employee's request
16 based on the employee's planned educational program. The Department Director will
17 then forward the form to the County Human Resources Director for processing.

18 (d) The original shall be returned to the employee and a copy shall be retained by the Human
19 Resources Department.

20 6. Method of Payment

21 It shall be the responsibility of the employee to obtain a certificate or proof of grade from the
22 institution indicating the course grades. These grades shall be presented, with the original
23 application form, to the Human Resources Office. If all conditions for reimbursement have been
24 met, the Human Resources Office shall authorize a reimbursement payment to the employee.

25 7. Required Courses

26 If an employee is required by the County as part of his/her job, to take either a correspondence

1 course or attend classes, the employee's department shall pay one-hundred percent (100%) of the
2 cost of the course including the cost of books, fees, and special charges except as provided herein.
3 Payment of such classes shall be made in advance of the employee enrolling in the program. All
4 required courses shall first be approved by the Department Head of the employee's respective
5 department.

6 8. Classes on County Time

7 (a) An employee will be permitted to take classes during his/her normal scheduled working
8 hours only when:

- 9 1. Classes are offered at no other time and arrangements can be made to the
10 satisfaction of the Department Director to allow the employee to be off without
11 lowering efficiency or increasing costs, or;
- 12 2. The courses are required by the County and are offered at no other time.

13 (b) An employee, when taking non-required courses, and if allowed to attend classes during
14 working hours, must utilize one of the following alternatives:

- 15 1. Leave without pay;
- 16 2. Vacation leave;
- 17 3. Make up time if work environment permits this flexibility.
- 18 4. Compensatory time

19 All such arrangements must be approved in advance in writing by the appropriate Department
20 Head.

21 (c) Eligible employees will be permitted to attend unique training and educational courses
22 offered and required by the County on County time. All costs incurred will be borne by
23 the County.

24 (d) Employees may be required to attend courses offered by the County. If such courses are
25 conducted during an employee's normally scheduled off-duty hours, the employee shall
26 be paid at his/her regular rate of pay. Hours spent in classes under these conditions shall

1 be considered as hours worked for the purpose of determining overtime.

2 9. General Provisions

3 (a) If an employee resigns or is terminated for any reason prior to receiving a reimbursement,
4 there shall be no obligation on the part of the County to pay any part of this expense.

5 (b) An employee who has completed an approved course, and is on leave of absence at the
6 time he/she is eligible to receive reimbursement, will be eligible for payment upon his/her
7 return to active duty.

8 (c) If an employee has enrolled in classes under Section 4 above and received approval for
9 reimbursement, the County shall make a reasonable effort to allow the employee the
10 opportunity to complete the courses. In the event the County changes an employee's work
11 schedule which would interfere with the approved course (providing the employee's
12 course cannot be rescheduled) the County shall reimburse the employee for his/her tuition
13 costs, cost of books, and any other directly related educational fees (including supplies
14 and materials). Said reimbursement shall be made upon the authorization of the
15 Department Head.

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ARTICLE 18

Waiver of Bargaining

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

ARTICLE 19

Drug Free Workplace

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

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

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

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

Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected. But, if the employee does not seek help and a work performance or work conduct problem comes to the attention of the County, then disciplinary action will result.

Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under

the influence and will forfeit his/her eligibility for all worker's compensation medical and indemnity benefits and will be disciplined, up to and including termination.

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

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

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

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

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

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

(c) Scheduled physical examination - Any employee who undergoes a full physical examination in accordance with Article 13, Section 6 shall also be tested for drug and/or alcohol use as part of that examination.

(d) Reasonable suspicion - Drug testing based on a belief that an employee is using

1 or has used drugs in violation of this policy drawn from specific objective and articulable
2 facts and reasonable inferences drawn from those facts in light of experience. Approval for
3 such testing shall be authorized only by the Human Resources Director. Among other things,
4 such facts and inferences may be based upon;

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

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

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

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

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

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

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

23 (e) Follow-up - If an employee, in the course of employment, has a confirmed
24 positive drug or alcohol test the County will require the employee to submit to a drug and/or
25 alcohol test on a quarterly, semiannual or annual basis, at the County's option, for two (2)
26 years thereafter. If an employee tests positive within eighteen (18) months of completing the

1 two (2) year random follow-up testing for a prior positive drug test, the employee will be
2 considered to have failed a second test, and will be subject to disciplinary action in
3 accordance with this policy. The County will transport the employee to the testing facility.
4 Follow up testing will be conducted in conjunction with either the beginning or end of the
5 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 employment
8 will be tested for drugs and alcohol in accordance with the Omnibus Transportation
9 Employee Testing Act of 1991 and federal rules as follows:

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

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

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

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

26 (5) A confirmed blood alcohol level of two one-hundredths percent (.02%), but less

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

7 (i) The employee undergoes an evaluation, and where necessary, treatment;
8 and

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

11 (iii) The employee's blood alcohol content is less than two one-hundredths
12 percent (.02%) on a return-to-duty test.

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

15 All testing under section 4(f) of this Addendum shall comply with the provisions of
16 the Omnibus Act and federally adopted rules.

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

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

20 Alcohol

21 Amphetamines

22 Cannabinoids

23 Cocaine

24 Phencyclidine

25 Methaqualone

26 Opiates

- 1 Barbiturates
- 2 Benzodiazepines
- 3 Methadone
- 4 Propoxyphene

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

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

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

25 (c) Confirmation Test - All specimens identified as positive on the initial tests shall
26 be confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or

1 an equivalent or more accurate scientifically alcohol will be confirmed using gas
2 chromatography. All confirmations shall be done by quantitative analysis. The following
3 confirmation cutoff levels shall be used when analyzing specimens to determine whether they
4 are positive or negative for these drugs or metabolites. All levels equal to or exceeding the
5 following shall be reported as positive:

6	Alcohol (CDL holders only)	.02%	(by breath)
7	Alcohol (all other testing)	.05g%	(by blood)
8	Amphetamines	500	ng/ml
9	Cannabinoids	15	ng/ml
10	Cocaine	150	ng/ml
11	Phencyclidine	25	ng/ml
12	Methaqualone	150	ng/ml
13	Opiates	300	ng/ml
14	Barbiturates	150	ng/ml
15	Benzodiazepines	150	ng/ml
16	Methadone	150	ng/ml
17	Propoxyphene	150	ng/ml

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

21 (d) The laboratory shall report test results to a medical review officer chosen by the
22 County to act on its behalf. These results shall be reported within seven (7) working days
23 after receipt of the specimen by the laboratory. The laboratory shall transmit results to the
24 medical review officer (MRO) in a manner designated to ensure confidentiality of the
25 information. Unless otherwise requested by the County or the employee that records be
26 retained for a longer period of time, all records pertaining to a given specimen shall be

1 retained by the laboratory for a minimum of two (2) years.

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

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

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

24 During the one hundred and eighty (180) day period following the employee's receipt of a
25 positive test result, the employee may request that a portion of the original specimen be retested,
26 at the employee's expense. The retesting must be done at another State licensed or NIDA

1 approved laboratory and must be tested at equal or greater sensitivity for the drug in question as
2 the first.

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

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

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

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

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

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

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

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

(c) They consent in writing to periodic unannounced testing in accordance with Section 4(e) of this Addendum 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.

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

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

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

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.

Section 10. The County may use the following, "Acknowledgment of Receipt of the Alachua County Drug Free Workplace and Drug Testing Program Packet and Consent to Test and Release Records" form:

1
2 ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY
3 DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET
4 AND CONSENT TO TEST AND RELEASE RECORDS
5

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

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

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_____ Employee or Final Candidate Signature	_____ Employee Name Printed
_____ Date of Birth	_____ Date/Time Signed
_____ Department	_____ Position
_____ Witness	

For Final Candidates Only: I understand that my post-offer drug and/or alcohol test is
scheduled with _____,
located at _____,
Gainesville, Florida, on _____ at _____.

ARTICLE 20

Term

This Agreement as to all terms and conditions of employment except for wages and the Pay Plan shall remain in effect until midnight, September 30, 2020, and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) 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 September 30, 2020. This Agreement as to wages and the Pay Plan 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) days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement as to wages and the Pay Plan shall expire at midnight September 30, 2022. WHEREUPON the parties have set their hands and seals as of this ____ day of _____, 20198.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ____ ASSOCIATION
OF FIRE FIGHTERS LOCAL #3852

BY: _____
Ms. Michele Lieberman
~~Interim~~ County Manager

BY: _____
~~Brett Sandlin~~ Robert Sullivan
President, Local #3852, IAFF

BY: _____
Heather D. Akpan
Human Resources Director

Approved for Funding FY 20197 - 20220

BY: _____
~~Lee Pinkoson~~, Chair
Alachua County Commission

ATTEST:

BY: _____

1 J. K. "Jess" Irby
2 Clerk of Court
3