

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

GENERAL UNIT

October 1, 2022-September 30, 2024

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AGREEMENT

This AGREEMENT is collectively made and entered into as of October 1 of 2022 as to all terms and conditions of employment, 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"). 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 their 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.

If the County declares a state of emergency pursuant to Chapter 27 of the County's Administrative Code, or if the State of Florida declares a state of emergency, the Fire Chief or their designee may suspend Articles 8, 9, and 12, as it pertains to leave time and hours worked. The County will notice the Union upon suspension of these Articles, and agrees to discuss the same with the Union every seven days, if the state of emergency is extended to discuss necessary extensions.

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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 their regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked their 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 their supervisor of their 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 their 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.

1 ARTICLE 7

2 Seniority, Promotion, and Hiring

3 Section 7.1. Definition.

4 (a) Seniority - is an employee's length of continuous service with the County, dating from
5 their last date of hire, as a permanent employee, and upon completion of the probationary
6 period. Employees with the same date of hire shall have seniority standing among
7 themselves based upon the chronological order in which they applied for employment.
8 Applications will be time and date stamped when submitted. This type of seniority will
9 be used for accruals, overtime, Kelly Day selection, and bidded annual leave.

10 (b) Time In Classification Seniority – is an employee's length of time, by their most recent
11 date of promotion into the affected classification. A change in qualification (EMT to
12 Paramedic) or pay plan Level Up (Level 1 to Level 2) does not change seniority within
13 the classification. This type of seniority will be used for layoff, and recall.

14 Section 7.2. Probationary Employees. A new employee shall be considered a probationary
15 employee for twelve (12) months after which seniority shall date back to the date of hire as a
16 permanent employee. During such probationary period, a probationary employee shall not have
17 seniority and may be laid off, discharged, or otherwise terminated by the County and such action
18 shall not be subject to the grievance procedure of this Agreement. Employees who receive a
19 promotion, or who transfer to a different classification, shall be on probation in that classification
20 for a period of six (6) months after which, if they are not retained, they shall be returned to their
21 former classification if it exists and there is a vacancy available. If an employee is absent on
22 excused leave for more than 30 consecutive days during this promotional probationary period,
23 the promotional probationary period may be extended for up to an additional three months. If
24 the promoted or transferred employee is not retained in their new position and the former job has
25 been permanently filled, they shall go to their previously held position.

1 Section 7.3. Promotion/Hiring. In the event a job opening is to be filled by the promotion
2 of 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 Department and the Union if
7 so requested); and

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

9 (c) seniority.

10 (d) Promotional assessment scoring shall include a pass/fail with minimum score for each
11 and any testing section. The final selection and placement of successful candidates will
12 be cumulative in nature of all scores. Weight of each of the testing sections shall be
13 determined by the Fire Chief or their designee prior to the closing of the posting, with
14 notification to the Union.

15 (e) One must be cleared as an attending Paramedic by Alachua County's Medical Director
16 prior to promotional testing.

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

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

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

25 In the event the job opening is to be filled by consideration of applicants not employed by the
26 County, applicants from the bargaining unit shall be compared with non-employee applicants

and if factor (a) considerations are equal, factor (c) shall govern selection to fill the job.

Section 7.4. Single Ladder of Promotion.

Members of the bargaining unit shall have a clearly defined method in which to successfully promote. Effective October 1, 2022, entry point into the twenty-four (24) hour division shall be through Firefighter Level 0 or 1. Firefighters who have achieved the minimum qualifications as outlined in Addendum 1- "Pay Plan" are eligible to test for Driver Operator. Driver Operators who have achieved the minimum qualifications as outlined in Pay Plan are eligible to test for Lieutenant.

Employees in the classification of Rescue Lieutenant as of October 1, 2022 are permitted to remain in the classification and are eligible to proceed through the established Rescue Lieutenant section of the Pay Plan. Rescue Lieutenants may transfer between classifications in the Pay Plan as follows, but to do so they must also meet the same promotional requirements in Section 14.3 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. Rescue Lieutenant to Firefighter Level 1
2. Rescue Lieutenant to Driver Operator Level 1
3. Rescue Lieutenant to EMS Attendant Level 1
4. Rescue Lieutenant Levels 6 to 10 to Lieutenant Level 1

Section 7.5. Job Posting. If a position covered by this Agreement becomes vacant the vacancy may be posted for a minimum of fourteen (14) calendar days on the County's website. The County may elect not to post each individual position vacancy in order to fill a position from a list of applicants that has been prepared from previous postings and recruitments.

Section 7.6. Promotional Lists. A Promotional List will be used to fill vacant Driver/Operator, Rescue Lieutenant, EMS Lieutenant, and Lieutenant positions. These vacant positions will be posted internally for current Fire Rescue employees that meet the minimum qualifications laid out within the Pay Plan.

1 Promotional List will be effective for two years. Upon the exhaustion or expiration of the
2 list the promotional process shall be conducted in order to generate a new list within a reasonable
3 time period not to exceed 90 calendar days. Personnel on the Promotional List and Out-Of-
4 Class List shall be required to perform in an out of class assignment for the duration of that list.
5 An employee who receives a disciplinary action for the second occurrence of a Group I offense
6 or a disciplinary action for the first occurrence of a Group II or a Group III offense while on a
7 Promotional List shall be removed from that list. The employee may be eligible to test for
8 placement on any subsequent Promotional or Out-of-Class Lists.

9 The County may elect not to post a vacancy if there is a qualified departmental employee
10 who requests a voluntary transfer, or who is being reduced or disqualified from a higher rated
11 position. The Union shall be notified in advance of a position being filled in this manner. Any
12 employee of the Department who has completed their probationary period and who is interested
13 in filling the vacancy through a voluntary transfer shall apply in writing to the Human Resources
14 Director or designee.

15 All employees are encouraged to seek promotions to non-bargaining unit positions; however,
16 it is understood that this Agreement does not require that bargaining unit employees be chosen
17 to fill non-bargaining unit positions. The County agrees to formally notify employees who are
18 not selected for promotional opportunities. Such notification shall identify an employee's
19 opportunity for further discussion with the hiring supervisor(s) regarding the selection process.
20 The request for the review process shall be made within seven (7) calendar days of the
21 notification and the process completed within eighteen (18) calendar days after the notification.

22 Section 7.7. Layoff and Recall. For the purposes of layoff and recall, time in classification
23 seniority will be used to determine the order of reduction. In the event of a layoff, the County
24 shall notify in writing the bargaining unit President, with as much notice as possible, prior to
25 sending formal notification to the employees affected by the layoff. This section applies to all
26 employees in this bargaining unit and the IAFF Management Bargaining Unit, #3852. In the

1 event of a reduction in the workplace of employees in the IAFF Management Bargaining Unit,
2 those employees in the IAFF Management Bargaining Unit will be permitted to replace
3 employees in this bargaining unit if all of the applicable conditions listed below are met.

4 (a) Layoff:

5 1. In the event of a reduction in the workforce, newly hired employees in their initial
6 probationary period in the classification affected shall be laid off first. If further
7 reductions are necessary, employees who are on promotional probation in the effected
8 classification shall have the right to replace the least senior employee in the classification
9 previously held by the affected employee. If still further reductions are necessary, the
10 least senior employee in the affected classification shall have the right to replace the least
11 senior employee in the classification previously held by the affected employee. If the
12 affected employee was not employed by the County in a position other than the one
13 currently being reduced, the employee shall have the right to replace the least senior
14 employee in the Firefighter classification, provided the affected employee is senior to that
15 employee and is fully qualified for the lower position. All seniority accumulated at the
16 higher classification shall be counted as time in classification seniority in the lower
17 classification. An employee who is reduced to a lower classification shall be
18 compensated as follows: Employees who held a position in the Alachua County Fire
19 Rescue Department prior to the position they occupy that is being reduced, shall be
20 returned to their previously held position and will have their salary reduced to what it was
21 in the lower classification, prior to the employee being promoted/reclassified to the
22 affected position, plus any cost of living, merit, or other salary increases that the employee
23 received in the higher position. Employees who had not held a position in the Alachua
24 County Fire Rescue Department who are reduced to an entry level Firefighter position
25 shall have their salary set at the percentage above the base of the Firefighter that their
26 salary was above the base of the classification from which they are being reduced.

1 2. Firefighter Positions: When employees in non-entry level positions exercise their
2 right to replace employees in lower-level positions, employees in the entry level
3 firefighter positions will face layoff. In the event of a reduction in the workforce, newly
4 hired employees, in the Level 0 Classification shall be laid off first. Within the Level 0
5 classification, seniority shall determine the order of layoff. If layoffs extend past Level 0
6 Firefighters, all firefighters, with an official record of discipline for Group I level
7 offenses within the past two (2) years, or Group II level offenses within the past five (5)
8 years, or any Group III level offense within the past fifteen (15) years, will be laid off
9 first, regardless of seniority or levels. In the event firefighters have disciplinary records,
10 the order of layoff will be determined by the severity and number of disciplinary actions,
11 and employees with more serious disciplinary actions being laid off first. In the event
12 firefighters have similar disciplinary records, the least senior employee with the similar
13 disciplinary record shall be laid off. If none of the firefighters have disciplinary records
14 as described above, the least senior firefighter shall be laid off.

15 (b) Recall:

16 1. Reduced Employees: If within thirty-six (36) months of employees being reduced to
17 a lower-level classification to avoid layoff, a position in the classification from which the
18 employees were reduced becomes available the employees who were reduced shall be
19 recalled to that position in reverse order in which they were reduced.

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

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

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

10 Employees who are recalled to the position from which they were laid off shall
11 have their salary returned to the level that it was prior to the employee being laid off, or
12 to the base of the range of the classification to which they have been recalled, whichever
13 is greater.

14 Employees who at the time are on a Promotional List for the recalled classification
15 shall not receive a promotion until all reduced and/or laid off employees are reinstated in
16 the classification. It is understood that an employee who has been laid off must re-apply
17 or go through the promotional/hiring process if they have not been recalled within the
18 twelve (12) month period.

19 In the event any temporary or stand-by positions become available during a layoff, the County
20 will first offer those positions to employees who were laid off.

21 Section 7.8. Loss of Seniority. Seniority and the employment relationship shall be broken
22 and terminated if an employee:

- 23 (a) resigns;
- 24 (b) is discharged and not reinstated;
- 25 (c) is absent from work for three (3) consecutive work days without notification to the
26 County; unless notification would have been impossible;

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

11 Section 7.9. Seniority During Approved Leave of Absence. An employee's seniority shall
12 be retained during an approved leave of absence but shall accumulate further only during leave
13 with pay and for sixty (60) days without pay, except for leave under Article 8, Section 6.

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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, forty-eight (48) hour employees shall earn four point eight (4.8) hours 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. At the end of each fiscal year, an employee shall have the option of converting up to ten (10) days of sick leave to annual 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 both forty-eight (48) and 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 of service, an employee will be entitled to be paid for fifty percent (50%) of their 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 a forty (40) work week and up to a maximum payout of 700 hours (1,400-hour accrual) for employees regularly scheduled to work an average forty-eight (48) or fifty-six (56) hour work week. Employees will be permitted to accrue sick leave beyond the sick leave accrual cap but will be limited to the aforementioned cap for payout purposes.

Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual and shall only be taken upon prior approval of the County. Requests for sick leave

1 shall be made in person or by phone (no message, text or email) to the scheduling supervisor. For
2 operational employees (all Peak Load Division and Twenty-Four (24) Hour Division, together
3 “Operational Employees”), this will be District 5. If the employee is unable to contact District 5
4 they may contact District 6. Sick calls shall be made no later than 1.5 hour before the working
5 period. Sick leave may only be utilized for employee sickness, sickness in the employee's
6 immediate family residing with their (except in the case of children, step-children, parents,
7 step-parents, and current parents-in-law, in which case there will be no residency requirement),
8 necessary doctor's appointments, injury, disability, pregnancy, or for quarantine by health
9 authorities or a physician. Employees may be required to supply proof of sickness, injury or
10 disability. If an employee is sent to a physician of the County's choosing for such purpose, the
11 County will pay the expenses thereof. Utilization of sick leave will be implemented according
12 to the following definitions:

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

15 1. Use of more than two (2) instances of sick leave in a ninety (90) day period without
16 medical certification or the use of sick leave in combination with days off, holidays off,
17 or other time off without medical certification may be investigated to determine if the
18 employee should be placed on critical attendance or if a violation has occurred that could
19 warrant disciplinary action. An employee placed on critical attendance will be notified in
20 writing that they will be required to provide medical a period of three (3) months for the
21 approval of sick leave. After the three (3) months period attendance will be re-evaluated.

22 If at the time of reevaluation, sick leave use has reached acceptable standards the
23 employee shall be removed from the critical attendance list and provided written notice.
24 Employees shall be required to provide medical certification for sick leave eligibility on any
25 recognized holiday.

26 Section 8.3. Leave for Workers' Compensation Injury. If an employee sustains a job-related

1 injury, they shall be entitled to Workers' Compensation payments in accordance with the laws of
2 the State of Florida. In addition, an employee may utilize available sick or annual leave to
3 supplement Workers' Compensation payments. In no instance shall this combination exceed one
4 hundred percent (100%) of the employee's regular base rate.

5 Section 8.4. Military Leave-Reserve or Guard Training. Military leave for reserve or guard
6 training shall be granted for purposes of attending military training in accordance with
7 Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National
8 Guard shall be granted military leave for training purposes with full pay up to a maximum of 240
9 hours during any one annual period and without loss of benefits. Such military leave shall not
10 exceed that allowable by Florida law. A request for military leave for reserve or guard training
11 shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed by
12 proper documentation as soon as possible.

13 Section 8.5. Military Leave-Active Military Service. Military leave for active military
14 service shall be granted in accordance with Chapter 115, Florida Statutes and Chapter 250, Florida
15 Statutes. The phrase "active military service" as used in this section shall have the meaning as
16 defined in Florida Statutes Section 115.08. This period shall include the time during which a
17 person in active military service is absent from duty on account of sickness, wounds, leave or
18 other lawful cause without loss of benefits or seniority, under the following conditions: An
19 employee ordered to active military service shall receive full pay for the first thirty (30) days of
20 the active military leave; and supplemental pay beginning on the 31st day of the active military
21 leave, not to exceed one-hundred eighty (180) calendar days of absence. Supplemental pay is an
22 amount 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 active
24 military leave began. The department director is responsible for submitting an Employee Action
25 Form when the employee is entitled to supplemental pay under this section. An employee in the
26 Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida

1 Statutes, shall receive full pay for up to thirty (30) days at any one time. Following such an
2 absence for state active duty, the employee must perform the employee's County work for at
3 least one full shift before being eligible for another period of active military leave for state active
4 military service. An employee who is granted active military leave shall retain seniority rights.
5 A request for active military leave shall be submitted to the appropriate supervisor on a Leave
6 Request Form, accompanied by proper documentation, including military orders, as soon as
7 possible.

8 Section 8.6. Personal Leave. Upon written request from an employee submitted reasonably
9 in advance, the County will grant a leave of absence without pay where good cause is shown for
10 one or more days, but not to exceed thirty (30) days. This leave may be extended or renewed for
11 one additional period not to exceed thirty (30) days, for reasons which, in the opinion of the
12 County, are satisfactory. In the operation of this Section, the question of whether an employee
13 has accrued annual leave time shall not be considered. These leaves are intended to be granted
14 for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave), education,
15 military service, or extenuating personal reasons. Leave requests under this Section shall not be
16 arbitrarily or capriciously denied.

17 Section 8.7. Union Leave of Absence without Pay. Members elected to Union positions or
18 appointed by the Union to perform work which takes them from employment with the County
19 shall, upon written request, receive leave of absence without pay for the term of office or up to a
20 period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an
21 additional year period. Employees desiring leave under this Section shall notify the County two
22 (2) weeks in advance of the date on which such leave is to become effective and shall specify the
23 facts giving rise to the request. If it is impossible to give two (2) weeks' notice, the County will
24 waive the two (2) week requirement. No more than two (2) employees in any department shall
25 be off on leave under this Section at any one time unless mutually agreed upon by the parties.
26 Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiation,

1 officers to attend regular monthly business meetings, and other Union business mutually agreed
2 upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of
3 absence shall not be arbitrarily or capriciously denied. Nothing herein shall preclude the use of
4 accrued annual leave time for union officials to conduct union business that ordinarily would be
5 uncompensated time.

6 Section 8.8. Union time Pool Leave. The County agrees to make a deduction of one (1) hour
7 annual leave from all current Union members. The deduction shall be reflected on the second
8 pay check stub during the months of March, June, September, and December and the leave will
9 be placed into the Union Time Pool for use by the Union. All unused hours shall be carried over
10 to the following calendar year. Union Time Pool Leave shall be limited to conventions, grievance
11 hearings, contract negotiation, officers to attend regular monthly business meeting, and other
12 Union business mutually agreed upon by the County and the Union. This time may be used by
13 any Union member with approval from the Union President or Vice President. Requests shall be
14 made to the Department no later than as required by Telestaff and no more than two (2) Union
15 members shall be off at any given time. These members shall not be counted in the total numbers
16 of employees permitted to take leave under Article 9, Section 4. If the total number of employees
17 off is less than five-percent (5%)), Union Pool Leave may be granted for more than two (2)
18 employees. Any employee utilizing Union Pool Leave above the two (2) granted shall count
19 toward the total number of employees off provided that approvals of such leave shall be at the
20 discretion of the Chief or their designee.

21 Section 8.9. Bereavement Leave. An employee who has a death in their immediate family
22 will be granted a bereavement leave (“Bereavement Leave”) up to forty (40) consecutive,
23 normally scheduled work-hours for forty (40) hour work week employees or forty-eight (48)
24 consecutive, normally scheduled work-hours for forty-eight (48) or fifty-six (56) hour work week
25 employees. Requests for non-consecutive Bereavement Leave shall be sent to the Deputy Chief
26 or their designee for review. Bereavement Leave will not be charged to accrued annual or sick

1 leave. Immediate family is described as father, mother, step-parents, spouse, children,
2 step-children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law
3 and sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents,
4 current grandparents-in-law, grandchildren, legal guardian, and certified domestic partner.
5 Documentation may be required as a condition for approval of Bereavement Leave. The
6 Administrating Official may approve a longer period of Bereavement Leave.

7 Section 8.10. Attendance Award-40-hour employees. Full-time, permanent employees in
8 either the Peak Load Division or in the Fire Marshal Division hired prior to June 1 of the calendar
9 year, whose sick leave, FMLA Sick Leave, and/or leave without pay hours for that calendar year
10 do not exceed sixteen (16) hours for those employees working an eight (8) hour shift shall be
11 credited with a one-half ($\frac{1}{2}$) shift of Attendance Award for outstanding attendance. In the event
12 an employee does not utilize any sick leave, FMLA Sick Leave, or leave without pay, they shall
13 be credited with Attendance Award equal to one (1) of the employee's regular shifts. Attendance
14 Award shall be taken at a time mutually convenient to the employee and the department, shall
15 require prior supervisory approval, and shall be used within three-hundred sixty-five (365) days
16 from the Annual Awards Ceremony date.

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

24

ARTICLE 9

Annual Leave

Section 9.1. Annual Leave/Eligibility and Accruals. Employees who are on the payroll and filling permanent full-time positions shall receive paid annual leave based upon their length of continuous service as follows:

BI-WEEKLY PAY PERIODS

Work Weeks

<u>Length of Service</u>	40-Hour Bi-Weekly <u>Accrual</u>	48-Hour Bi-Weekly <u>Accrual</u>	56-Hour Bi-Weekly <u>Accrual</u>
Less than 1 year	3.24	3.34	4.53
1 year but less than 5	3.85	4.04	5.38
5 years but less than 10	4.62	4.85	6.46
10 years but less than 15	5.38	5.65	7.54
15 years but less than 20	6.92	7.27	9.69
20 years but less than 25	8.46	8.89	11.85
25+ years	9.23	9.69	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 to meet educational requirements as outlined in Section 9.5 of this Article. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn annual leave 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. Annual Leave Pay. Annual leave 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) they would have worked had annual leave not been taken, for employees with regular

1 weekly schedules of forty (40) hours or forty-eight (48) hours. For employees not eligible for
2 7(k) exemption as defined in Article 12, with average, regular weekly schedules of fifty-six (56)
3 hours, annual leave pay shall be calculated at the employee's regular straight time rate for the
4 first forty (40) hours and time and one-half (1/2) for all hours over forty (40) in that work week.
5 For employees who are eligible for 7k exemption, with average regularly weekly schedules of
6 fifty-six (56) hours, annual leave pay shall be calculated at the employee's regular straight time
7 rate for the first one hundred and six (106) hours and time and one-half (½) for all hours over
8 one hundred and six (106) hours in that work period.

9 Section 9.3 Annual Leave Buy-Back. All members assigned to this bargaining unit are
10 eligible to exchange annual leave once per fiscal year for straight pay ("Annual Leave
11 Buy-Back"), forty (40)-hour employees can exchange up to one hundred (100) hours of annual
12 leave and forty-eight (48) or fifty-six (56) hour employees can exchange up to one hundred and
13 twenty (120) hours of annual leave. This exchange shall take place in September of each fiscal
14 year. To be eligible, the employee must have a remaining balance of forty (40) hours (for forty
15 (40) hour employees) or forty-eight (48) hours (for forty-eight (48) hour employees) or fifty-six
16 (56) hours (for fifty-six-hour (56) hour employees) after the exchange.

17 Section 9.4. Selection of Annual Leave. Annual leave bids are completed via the Telestaff
18 bidding module for all Twenty-Four (24) Hour Division employees will be able to enter bids
19 beginning October 1st, and concluding at midnight on October 31st. Employees who chose to bid
20 must bid a full (24 hour) shift. At the conclusion of the bid period, Telestaff will award annual
21 leave days based on departmental seniority. If an employee is awarded an annual leave day and
22 wishes to only take a partial shift, the employee shall send an email to their District Chief
23 requesting to change their annual leave hours. Employees in the Peak Load Division will submit
24 annual leave bid requests to DC8 between October 1st and October 31st. DC8 will enter those
25 requests into Telestaff by November 30th and Telestaff will award annual leave days based on
26 departmental seniority. The number of employees permitted to take annual leave at any one time

1 will be five percent (5%) of the minimum staffing level rounded to a higher whole number at five
2 5 tenths (.5) or higher, plus one. The number of employees permitted to take annual leave at any
3 one time who are assigned to the Peak Load Divisions will be one (1) for the first five (5)
4 employees assigned to the daily minimum staffing level. This will increase thereafter by one (1)
5 for all or part of each five (5) additional employees. Minimum staffing level does not include
6 staffing positions. No employee may bid more than a total of twenty (20) shifts off during the
7 annual leave bidding process. Employees assigned to the Peak Load Division shall be counted
8 in a separate bid list. For purpose of this Section, annual leave shifts that are bid shall be
9 comprised of annual leave hours. A shift is one (1) instance of leave regardless of number of
10 hours, not to exceed normal assigned work shift. The deadline for submitting non-bid annual
11 leave and military leave is ninety-four (94) hours before the leave will begin. The deadline for
12 canceling annual leave or military leave is ninety-six (96) hours before the leave will begin,
13 unless to eliminate mandatory overtime.

14 Section 9.5. Utilization of Annual Leave. Employees assigned to a forty (40) hour work
15 week shall be allowed to accrue annual leave with no cap during the calendar year but will only
16 be allowed to carry two-hundred and eighty (280) hours of annual leave over to the next calendar
17 year. Employees who terminate shall be paid for any accrued annual leave earned to the date of
18 termination but not taken, up to a maximum of two-hundred and eighty (280) hours. Employees
19 hired on or after April 1, 2011, shall be allowed to accrue annual leave with no cap during the
20 calendar year, but will only be allowed to carry two-hundred and forty (240) hours of annual
21 leave over to the next calendar year. Employees hired on or after April 1, 2011, upon separation
22 from employment will be entitled to up to a maximum payout of 240 hours for employees
23 regularly scheduled to work a forty (40) hour work week.

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

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

11 Employees assigned to operational duties on forty (40) hour work week may take annual
12 leave in increments of eight (8) hours however, employees may take annual leave not less than
13 four (4) hours if it is at the beginning of the shift and if they give notice in accordance with
14 Article 9.4 of this Collective Bargaining Agreement and is otherwise approved.

15 Employees assigned to the Twenty-Four (24) Hour Division shall be allowed to carry
16 three hundred ninety-two (392) hours of annual leave over to the next calendar year. Permanent
17 employees who terminate shall be paid for any accrued annual leave earned to the date of
18 termination but not taken, up to a maximum of three hundred ninety-two (392) hours. Employees
19 hired on or after April 1, 2011, shall be allowed to accrue annual leave with no cap during the
20 calendar year, but will only be allowed to carry three hundred thirty-six (336) hours of annual
21 leave over to the next calendar year for employees regularly scheduled to work a forty-eight (48)
22 or fifty-six (56) hour work week. Employees hired on or after April 1, 2011, upon separation
23 from employment will be entitled to up to a maximum payout of three hundred thirty-six (336)
24 hours for employees regularly scheduled to work a forty-eight (48) or fifty-six (56) hour work
25 week.

26 Employees assigned to the Twenty-Four (24) Hour Division may take annual leave in

1 increments of eight (8) hours if they give notice no later than as required by Article 9.4 of this
2 Collective Bargaining Agreement and the request is otherwise approved. All employees covered
3 by this bargaining unit may utilize annual leave in increments of no less than four (4) hours for
4 educational purpose when attending classes at an accredited college or university.

5 The Deputy Chief or their designee may approve emergency annual leave outside the
6 provisions of Article 9, Section 4 for unscheduled purposes. Annual leave may be utilized after
7 the successful completion of the first six (6) months of employment to meet Departmental
8 education requirements for continued employment or for any courses required for promotional
9 purposes.

10

ARTICLE 10

Holidays

Section 10.1. Holidays Observed. The following days shall be considered as recognized holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

Memorial Day (last Monday in May)

Juneteenth (June 19th)(Peak Load Division only)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed on the last workday before Christmas)

Christmas Day

Two (2) Floating Holidays-Peak Load and Fire Marshal's Division

All bargaining unit members assigned to the Twenty-Four (24) Hour Division shall receive one (1) Floating Holiday for Fiscal Year 2023 to be used by April 1, 2023. If the implementation of the 3-week Kelly Day (as discussed in Article 12.2) does not occur on or prior to the beginning of the first full pay cycle in April, 2023, a 2nd Floating Holiday will be awarded to all bargaining unit members assigned to the Twenty-Four (24) Hour Division to be used by September 30, 2023. Requests to utilize Floating Holidays will follow the guidelines of annual leave requests. Floating Holidays are ineligible for the Annual Leave Buy-Back.

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

1 shall be observed on the preceding Friday, provided that employees who work on a twenty-four
2 (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which
3 it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

4 Section 10.3. Holiday Pay and Eligibility-Peak Load and Fire Marshal Divisions. If a holiday
5 is observed on a day which is a regular workday for an employee and if they are permitted to be
6 off that day due to the holiday, they shall be paid for the number of hours they would have worked
7 in a normal work shift at their regular straight time rate provided they work at least fifty percent
8 (50%) of the regularly scheduled workday immediately preceding the holiday and immediately
9 following the holiday, unless the employee is absent on either day with a satisfactory excuse.

10 If the holiday occurs on a day which is a regularly scheduled day off for the Peak Load
11 Division employee, they will receive additional pay for that workweek equal to one-half (1/2) of
12 that employee's regular work shift, not to exceed eight (8) hours. If the holiday occurs on a day
13 which is a regularly scheduled day off for the Fire Marshal's Division employee, they will be
14 granted the day off with pay in accordance with headquarters day of observance.

15 Section 10.4. Holiday Work-Peak Load and Fire Marshal Division. In the event an employee
16 is required to work on any of the recognized holidays, they will be paid their regular hourly rate
17 at a multiplier of two (2). If any of the hours worked on that holiday exceed forty (40) hours in
18 that work week, those hours shall be paid at a multiplier rate of two and one-half (2½).

19 Section 10.5. Holiday During Annual Leave- Peak Load Division. In case a holiday is
20 observed on any day during an employee's annual leave, up to an additional eight (8) hours for
21 forty (40) hour employees, or one-half (1/2) of that employee's regular work shift's pay shall be
22 allowed for each such holiday effective on the date of the Board's approval of this Agreement.

23 Section 10.6. Holiday Pay Out- Twenty-Four (24) Hour Division. Employees working a
24 forty-eight (48) or fifty-six (56) hour work week shall be paid for holidays ("Holiday Pay Out"),
25 as follows:

1 Seniority Years:

2 Less than 5 years – 40 hours of Holiday Pay Out

3 Over 5 years and less than 10 years- 80 hours of Holiday Pay Out

4 Over 10 years- 120 hours of Holiday Pay Out

5 Employees shall receive annual Holiday Pay Out on the last full pay-cycle in September each

6 year, commencing in 2023. Seniority date shall be counted as of October 1, each year and the

7 employee must be an active employee at the time the compensation is issued. Employees shall

8 be required to provide medical certification for sick leave eligibility on any recognized holiday

9 that the employee is granted sick leave. If no medical certification is provided, the affected day

10 shall result in leave without pay.

11

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 accordance with this Article. 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, they 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. The Union must submit a list of employees to attend the hearing as direct witnesses, if the Union wishes to provide direct witnesses in addition to the grievant(s). 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 their 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. 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.

Officials representing the grievant may attend with pay if the hearing is during their normal working hours.

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. The grievance shall include the following information: (a) a statement detailing the alleged violation; (b) the Article(s) and Section(s) of this Agreement that are alleged to have been violated; (c) the action or remedy sought; (d) the date of the grievance; and (e) the signature of the requesting employee and if applicable the Union Representative.

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 their designee within ten (10) calendar days of the supervisor's answer or failure to supply a timely answer. The Fire Chief or their 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 to the County Manager, 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.

If the grievance is not resolved at Step 3, the employee, the Union, and the County may jointly agree to mediation. If mediation is agreed to, time limits to file for arbitration shall be extended for the time necessary to conclude mediation. If the grievance is resolved as a result of mediation, the resolution of the grievance shall be in writing and signed by the Union and the County. If

1 the grievance is not resolved as a result of mediation, the employee or the Union may request
2 arbitration within the applicable time limits.

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

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

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

11 Section 11.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify,
12 ignore, or add/subtract to the provisions of this agreement. They shall consider and decide only
13 the particular issue involved in the grievance presented.

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

22 Section 11.4. Performance Review Grievance. Non-probationary employees who receive a
23 substandard performance review rating may file a grievance concerning that performance review
24 as provided for in this Article, and if the grievance is presented to an arbitrator, the standard for
25 review shall be whether the substandard performance review is arbitrary, capricious, and unjust.
26 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 substandard 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, they 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 their position, they 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 of the performance review.

Section 11.6. Union Representation. The union will not be required to process grievances

for non-dues paying members. A Union Officer or Representative(s) may attend any grievance hearing or interrogation (formal or informal) with pay if such hearing or interrogation is during the Union Officer or Representative(s) working hours. The union will be provided a copy of all grievance responses.

1 Section 11.7. Formal Investigations and the Firefighter Bill of Rights. All employees covered
2 by this bargaining unit shall be protected by Florida State Statute 112.82 “Florida Firefighter Bill
3 of Rights”.
4

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 Twenty-Four (24) Hour Division. Commencing in the first full pay period of October 2022 and prior to the implementation of Kelly Days, employees who are assigned to this division who are certified firefighters shall work an average work week of fifty-six (56) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty. The FLSA work period for the certified firefighter under the 7k exemption is fourteen (14) days prior to the implementation of Kelly Days. The starting time is 8:00 a.m. Non-certified firefighters shall work an average work week of fifty-six (56) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty. The FLSA work period for the non-certified firefighter is seven (7) days. The starting time is 8:00 am.

Effective upon the implementation of Kelly Days, employees assigned to this division who are certified firefighters shall work an average work week of forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (“Kelly Day”) every seventh (7th) shift. The Fair Labor Standards Act (“FLSA”) work period for forty-eight (48) hour employee is twenty-one (21) days. The starting time is 8:00 a.m.

In no instance shall an employee work more than forty-eight (48) continuous hours on an operational unit without at least an eight (8) hour break to exclude any holdover time, and/or daylight-saving time. Employees are permitted to work at special events after working a forty-eight (48) hour shift, an employee is not eligible for mandatory for a special event after working a forty-eight (48) hour shift. Employees assigned to the Peak Load Division may not work more than four (4) consecutive shifts.

1 Section 12.3. Kelly Day Selection. Kelly Days will be selected before the selection of annual
2 bid leave. For all fire certified employees, the selection of Kelly Days shall be determined by
3 shift on a Department-wide basis, based on seniority as defined in Article 7.1.a. The following
4 method will be utilized in the Kelly Day selections process. The Department-wide Kelly Day
5 slots shall be determined by the total number of personnel per classification per shift divided by
6 seven (7) with an additional slot added for each fraction above the whole number after the
7 division of seven (7). Seven (7) representing the seven (7) days of the week. The additional
8 slot(s) are based on personnel selection. Example: ninety (90) personnel divided by seven (7)
9 will result in six (6) days of the week with twelve (12) personnel off on Kelly Day and one (1)
10 day of the week with thirteen (13) personnel off on Kelly Day. The total number of Kelly Day
11 slots will equal the total number of personnel per shift per classification. These Kelly Day
12 selections shall become effective the first 21-day work period commencing the following
13 January.

14 Kelly Days may be exchanged regardless of Kelly Day cycles as described in Article 12.11.
15 If an employee requests a transfer, is demoted, or accepts a promotion or assignment into a new
16 classification, the employee shall be assigned a Kelly Day on the shift to which the employee is
17 to be transferred. The Kelly Day will remain in effect for the remainder of the annual Kelly Day
18 cycle provided the employee remains in that classification.

19 If an employee is involuntarily transferred to a different shift by the County,
20 Department-wide restrictions will not apply, and the employee shall maintain their previously
21 scheduled Kelly Day for the remainder of the annual Kelly Day cycle without displacing any of
22 the already scheduled employees from their selection.

23 If a problem arises in the implementation of this Article, the Union President, or their
24 designee and Fire Chief, or their designee shall meet to resolve the problem.

25 On an emergency basis, and in the discretion of the Fire Chief, all personnel shall be available
26 for call back. In the event of a declared state of emergency as outlined in Article 2, personnel

who are required to work on a scheduled Kelly Day shall be paid overtime. Other than a declared state of emergency personnel shall not be subject to mandatory overtime on a scheduled Kelly Day.

Section 12.4. Workday-Workweek –Forty (40) Hour Scheduled Employees.

The workweek for all employees who are not working a twenty-four (24) hour shift shall be forty (40) hours. The normal workweek for members assigned to administrative duties shall follow the workweek of administrative staff. Employees assigned to the Peak Load Division shall be assigned to work shifts that start and end at varying times. Temporary-On-Call staff can only be utilized for the purposes of filling vacancies in the Peak Load Division. These Temporary-On-Call employees have no defined schedule.

Section 12.5. Overtime Compensation. All work performed outside of the employee's regular workday shall be paid at the rate of time and one-half (½) the employee's straight time rate of pay, except as otherwise provided in this Article.

Effective the first full pay period in October of 2022, all fire-certified employees assigned to the Twenty-Four (24) Hour Division shall be designated as partially exempt under Section 7(k) of the FLSA. These employees shall be eligible for overtime compensation for working hours that exceed one-hundred six (106) hours within the defined fourteen (14) day work period. Working hours shall be defined as hours present at work, annual leave, sick leave, military leave, Bereavement Leave and Union Pool Leave. All other leave or unpaid status are not considered compensable under the provision of FLSA for the calculation of overtime compensation.

Upon the commencement of the Kelly Day schedule, all fire certified employees who work a twenty-four (24) hour shift shall continue to be designated as partially exempt under Section 7(k) of the FLSA. These employees shall be eligible for overtime compensation for working hours that exceed one-hundred forty-four (144) hours within the defined twenty-one (21) day work period. Working hours shall be defined as hours present at work, annual leave, military leave, Bereavement Leave and Union Pool Leave. All other leave or unpaid status are

not considered compensable under the provision of FLSA for the calculation of overtime compensation.

For all non-fire certified employees who are required to work beyond a normal workweek of not less than forty (40) hours, they 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 their 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. Annual leave and sick leave used shall count as hours worked for the purpose of determining overtime.

Section 12.6. Procedure for Overtime Assignment.

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

Vacancies will be outbanded for the next twenty-eight (28) days on a daily basis between the hours of 0900-2200. Telestaff maintains a seniority list for the department. The Deputy Chief or their designee can approve an employee to work overtime outside of this agreement in a lower classification. This does not apply to Special Events where personnel are scheduled by medical qualifications and not classifications. Shift vacancies shall be filled in the following order: available staffing, Promotional List and then Out-Of-Class List. Employees are not permitted to refuse an out-of-class assignment. . However, if the vacancy cannot be filled by staff on shift, and the vacancy results in the assignment of overtime, the overtime assignment will be offered in the classification which the original vacancy occurred. Utilizing the overtime bucket hours, employees off on Kelly Day shall have the first right of refusal for overtime opportunities in their classification. If the original vacancy is not filled within the classification, then the overtime will be offered to personnel currently on the Promotional List for the

1 classification, (compensated as out-of-class overtime), then the Out-Of-Class List. If the original
2 vacancy is not filled with OC/OT the overtime assignment will then follow the mandatory
3 overtime section. In an effort to limit the number of mandatory overtime assignments, if
4 mandatory overtime is going to occur, then a reasonable attempt shall be made to fill the vacancy
5 with an out-of-class assignment while filling the lower classification with overtime. At no time
6 will mandatory overtime be used to fill the lower classification. If the vacancy cannot be filled
7 in this manner, then the mandatory assignment shall be filled in the original classification.

8 Telestaff maintains a total number of overtime hours worked by each employee, known as
9 “buckets.” These hours are cumulative for the current calendar year. The cumulative hours are
10 used to determine the sort order for working opportunities. The buckets will “empty”, or reset at
11 00:00 hours on January 1st of each year. Overtime will be offered only to the classification in
12 which the vacancy occurred, with the exception of out-of-class assignments. Voluntary overtime
13 will be offered based on a list that is generated by Telestaff each time a vacancy is to be filled.
14 This list is then sorted by the Voluntary OT bucket hours (Ascending) and the Seniority (if the
15 bucket numbers are equal). As employees accept overtime positions, the hours of the vacancy
16 will be added to their buckets, which will move them down on the list. In the event an overtime
17 assignment is canceled, any out of class OT will be canceled first, followed by the employee with
18 the most overtime bucket hours on the affected day shall be canceled for the affected
19 classification in which the overtime was accepted. Employees who promote/transfer to a
20 different position will carry over their voluntary overtime hours to their new position. Newly
21 hired employees in Telestaff will initially receive hours in their voluntary overtime bucket equal
22 to the person already in the classification with the highest number of hours plus one hour. Newly
23 hired/promoted/transferred employees in Telestaff will receive occurrences in their mandatory
24 overtime bucket equal to the average occurrences of the current employees in the entering
25 classification minus one occurrence. Firefighter trainee level employees are not eligible to fill
26 operational vacancies in any overtime status. The following list will be used to fill vacant

1 positions:

- 2 • Prescheduled List Chain-Used to fill vacancies that are greater than one hundred
3 forty-four (144) hours from the current day. Each vacancy is reserved for twenty (20)
4 minutes.
- 5 • Prescheduled 2nd Call list Chain- Used to fill vacancies that are less than one hundred
6 forty-four (144) hours from the current day. Each vacancy is reserved for twenty (20)
7 minutes.
- 8 • Non-Prescheduled List Chain- Used to fill vacancies that are less than seventy-two
9 (72) hours from the current day. Each vacancy is reserved for five (5) minutes.
- 10 • Scorched List Chain- Used to fill vacancies that occur on the current day and for
11 vacancies after 1800 hours for the next day.
- 12 • Special Event LW-PM List Chain- Used to fill vacancies in special events where a
13 Paramedic only is needed. Each vacancy is reserved for twenty (20) minutes.
- 14 • Special Event W-EMT List Chain- Used to fill vacancies in special events where an
15 EMT only is needed. Each vacancy reserved for 20 minutes.

16 Overtime offers accepted by employees will appear on their personal calendar. Once assigned,
17 overtime cannot be cancelled by the employee. However, an employee wishing to un-obligate
18 themselves from their hours may do so if a replacement with equal qualifications/classification
19 (including personnel on the Promotional List and the Out-Of-Class List for the classification) can
20 be assigned. The employee is responsible for finding a replacement. A record of overtime offers
21 will be maintained by Telestaff for each position. If overtime is canceled for an employee for
22 any reason, no replacement overtime will be assigned manually. When the overtime hours are
23 removed from the employee's bucket they will return to the place in the list they held before
24 receiving the overtime that was cancelled. This process is self-correcting and no action from the
25 District Chief is necessary. An employee may request to be removed from the overtime list by
26 advising their District Chief via email of such request. To be placed back on the list their District

Chief shall be notified in the same manner. The request to be removed from overtime list has no effect on mandatory assignments.

At no time shall a temporary-on-call employee staff a twenty-four (24) hour operational unit.

Incidental Overtime: Incidental Overtime is utilized when employees have been assigned to a special project that benefits the Department. It is utilized to encourage and reward those employees who are working outside their normal operational assignments. Project hours must have written authorization by the Deputy Chief prior to the hours being worked.

Section 12.7. Staffing of Peak Load Division. The procedure used to fill vacancies in the peak load division will follow the rules outlined in Section 12.6 with the following exceptions.

a) For vacancies that are greater than forty-eight (48) hours out, the following order will be used to fill the vacancy:

1. Temporary- On-call staff
2. Overtime for forty (40) hour employees assigned to the Peak Load Division
3. Overtime for Twenty-Four (24) Hour Division employees
4. If none of the above methods are successful in filling the vacancy, then Mandatory Overtime will be assigned to only the forty (40) hour employees assigned to the Peak Load Division.

b) For vacancies that are less than forty-eight (48) hours out, the following order will be used to fill the vacancy:

1. Staffing personnel not already assigned from twenty-four (24) division
2. Temporary, On-call staff
3. Overtime for forty (40) hour employees assigned to the Peak Load Division
4. Overtime for Twenty-Four (24) Hour Division employees

1 5. Mandatory Overtime will be assigned to only the forty (40) hour
2 employees assigned to the Peak Load Division.

3 If a Twenty-Four (24) Hour Division employee is assigned to work on a Peak Load Unit,
4 and the end of the unit's operational shift extends past 0200 hours, the employee will receive one
5 (1) count added to their MOT Bucket.

6 Section 12.8. Mandatory Overtime Assignments. Mandatory overtime assignments shall
7 be made in the classification in which the original vacancy occurred. Telestaff maintains a total
8 number of Mandatory OT counts worked by each employee in what it calls "buckets". These
9 counts will be cumulative for the current calendar year and will be used in determining the sort
10 order for working mandatory overtime. The buckets will "empty", or reset at 00:00 hours on
11 January 1st of each year. Mandatory overtime assignments will be based on a list that is generated
12 by Telestaff each time a vacancy is to be filled. This list is then sorted by the mandatory overtime
13 bucket counts (ascending) and then reverse seniority (if the bucket numbers are equal). As
14 employees work mandatory overtime assignments, each count/instance will be added to their
15 buckets, which will move them down on the next list. If an employee is successful in finding
16 their own relief, the employee shall receive a mandate in their bucket for fulfilling the operational
17 obligation. However, the person substituting does not receive a mandatory count. Employees on
18 approved leave at the time of the vacancy will be excluded from the mandatory overtime list by
19 Telestaff.

- 20 • If a vacancy occurs greater than one-hundred forty-four (144) hours (six days) before it
21 begins, Telestaff may call candidates up to two (2) times to offer the same position.
22 If/when the vacancy is not filled seventy-two (72) hours before it begins, mandatory
23 overtime is used. This will ensure that the correct person is mandated.
- 24 • If a vacancy occurs between one-hundred forty-four (144) hours (six days) and two (2)
25 hours before it begins, Telestaff will call candidates once to offer the position. If/when
26 the vacancy is not filled seventy- -two (72) hours before it begins, mandatory overtime is

1 assigned. This will ensure that the correct person will be mandated.

- 2 • If a vacancy occurs less than seventy-two (72) hours before it begins, Telestaff will make
3 a minimum of one (1) attempt to fill the vacancy. After which, mandatory overtime will
4 be assigned. This will attempt to ensure that the correct person will be mandated.

5 The employee will be contacted via phone by a District Chief for the mandatory assignment.

6 The notification will contain the position, the shift and the time of assignment.

7

8 Mandatory Overtime Deferrals – An employee may defer mandatory overtime assignment
9 under one or more of the following conditions; If an employee defers they shall remain at the top
10 of the mandatory list in that classification.

- 11 • Use of an approved FMLA condition. In the event deferral is for a scheduled
12 appointment, the employee will be expected to work the overtime assignment, excluding
13 the time needed for the appointment itself and travel time to and from the appointment.

- 14 • Any employee attending a department authorized program. Examples may include but
15 are not limited to: Paramedic School (to include clinical hours), Critical Care School,
16 Fire Academy (Certificate of Compliance), any classes required to become a state
17 certified company officer or driver operator, departmental preparatory classes, any class
18 in which the department or county has financially sponsored. All hours of deferral are
19 intended for the hours in which class or clinical time would be in conflict with mandatory
20 overtime assignments.

- 21 • Qualification for Child Care Deferral: Deferral will only be for the hours where the
22 conflict occurs. Employees can take no more than 10 childcare deferments in Fiscal Year
23 23, and no more than 5 childcare deferrals per fiscal year, thereafter.

- 24 • Any member of the Executive Board of Local 3852 may defer the hours where the
25 conflict occurs to conduct union business that is unavoidable with the Presidents written
26 approval.

- 1 • Any other reason for a deferral of mandatory overtime that is not listed above will be
2 taken on a case by case basis and reviewed by the Chief of Fire Rescue or their designee.

3 If an employee is mandated they shall be allowed to find another employee of equal rank or
4 an employee qualified to work in the mandated employee's classification by being on the
5 Promotional List or on the Out-Of-Class List to relieve them of the mandated hours. The
6 mandated employee may also find another employee to work their mandated hours under the
7 following conditions;

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

11 (a) At any time during the equalization period, or at any time it is concluded that an employee
12 was not offered their fair share of overtime, employees shall receive prescheduled
13 overtime assignments in amounts sufficient to equalize the time offered.

14 Section 12.9. Special Events. A special event is defined as any activity not related to
15 minimum shift staffing. Any special event shall first be filled based on departmental seniority.
16 The assigned District Chief is responsible for scheduling special event(s). Request for special
17 events will be forwarded to the assigned DC. The assigned DC will communicate with the
18 scheduling and the DC of the affected shift. In the event a request is received with less than
19 twenty-four (24) hours prior to time of the event any means necessary may be used to fill the
20 vacancies. Mandatory overtime will follow the Mandatory section. Special events will be posted
21 on the daily roster on the day the event is to occur. Employees may sign up for events using
22 Telestaff. When signing up for events, employees will choose which event they are signing up
23 for in the "Where" field of the add window. Events will be posted on the Telestaff roster as they
24 are received and will be outbounded no greater than twenty-eight (28) days in advance of the
25 event. Vacant positions for events that are not filled with voluntary overtime will be assigned
26 mandatory overtime. Mandatory overtime for large scale events will be assigned if the vacancy

1 has not been filled seven days from the event date. Notification for mandatory assignments with
2 greater than seventy-two (72) hours' notice will be via email. Mandatory assignments with less
3 than seventy-two (72) hours' notice will be made via phone contact. In the situation that an event
4 is cancelled the employee will be notified as soon as possible at the contact number listed by the
5 employee. In the situation that an event is rescheduled the employee(s) that are initially scheduled
6 will be given first option to work the hours. If the employee(s) cannot work the hours then the
7 event will be deemed as a new event and scheduled accordingly. Any employee wishing to
8 cancel their hours may do so if a replacement with equal qualifications/classifications can be
9 found. The employee is responsible for finding a replacement. The employee originally assigned
10 the event must notify the special event DC or an on-duty DC of any such changes. Full time,
11 permanent employees assigned to the Peak Load Division shall only be eligible for Special Event
12 overtime prior to any mandatory assignments. Temporary-On-call will be eligible to work
13 Special Events prior to any mandatory assignment.

14 Section 12.10. University of Florida Football Games. Each employee assigned to the
15 Twenty-Four (24) Hour Division will be obligated to sign up for University of Florida football
16 games utilizing the process outlined in this Section. In July of each year, employees shall bid for
17 one (1) or more football game(s) using the Telestaff online auctions. These bids will be selected
18 by employees based on departmental seniority as outlined in Section 7.1.(a) of this Agreement.
19 Employees will bid their assignment for each game using seniority as well. The only exception
20 to this is the Field Unit: This assignment will be for the duration of the football season and shall
21 consist of one (1) Paramedic and one (1) additional employee EMT certified or above. This crew
22 will also be selected by seniority as outlined in Section 7.1.(a) of this Agreement. On August 1st
23 of each year, all employees will have signed up for one (1) or more football game(s). An
24 employee may find their own replacement of equal qualification (i.e., EMT for EMT) for their
25 assignment, and their obligation will have been met for the year. Any remaining vacancies will
26 be offered to temporary-on-call staff followed by qualified EMT or Paramedic assigned to the

1 Twenty-Four (24) Hour Division and then Peak Load Division employees. Employees will not
2 be exempt from their football game bidded assignment(s) in accordance with Article 12.8 of this
3 Agreement. In the event the Department and the University Athletic Association decide to reduce
4 staffing for a particular game or reduce the number of games, employees would be relieved from
5 duty based on seniority with the most senior employee being relieved first. If an employee is
6 relieved, their obligation would be met. Any remaining vacancies will be filled using Article 12.6
7 of this Agreement. In the event of unforeseen or unexpected circumstances resulting in changes
8 to the football season including number of games, schedule of games, timeline for the season,
9 etc. the Fire Chief or their designee with the President of the Union, shall amend the bidding
10 process and notice the Union of the changes.

11 Section 12.11. Trade Time Policy. An employee may agree with another employee of equal
12 rank or individual on a Promotional List or an Out-Of-Class List, to work in place of said
13 employee during their regularly scheduled work assignment, subject to the following restrictions:

14 (a) No employee shall be permitted to have another employee substitute for their in excess
15 of four (4) consecutive shifts (i.e., consecutive "A" Shifts).

16 (b) Trade-time will be approved only after the first six (6) months of employment for
17 employees of the Fire/Rescue Department. Trade times for these employees must be
18 repaid in accordance with this Section.

19 (c) The County shall compensate the employee regularly scheduled to work in the amount
20 they would have earned had they worked, and in no manner be liable for any wages for
21 the hours worked by the substitute employee (i.e., out of class will be paid the employee
22 normally assigned).

23 (d) Trade-time request forms will be signed by both parties of the trade and submitted to their
24 District Chief. Trades submitted for approval more than forty-eight (48) hours prior to
25 the effective time of the trade shall be submitted for approval by the District Chief. Trade
26 time may be approved within forty-eight (48) hours of the start of the shift, or at any time

1 during a shift by the District Chief as long as it is between employees of equal rank or
2 individual on a Promotional List or Out-Of-Class List and like qualification. It is
3 understood that if a member is notified that they are up for mandatory overtime on the
4 next day, and a Trade Time form as been submitted after this notification, the member is
5 still obligated to work the mandatory overtime.

6 (e) Traded time will be repaid within three-hundred and sixty-five (365) calendar days.

7 Employees on their initial probation, submitting a trade after the first six (6) months, must
8 repay their trade within the same pay period. The Deputy Chief or their designee has the
9 authority to extend trade time pay backs on an individual, case by case basis.

10 (f) An employee substituting for another employee shall not be eligible to use annual leave
11 in lieu of their portion of the traded assignment.

12 (g) An employee who is being substituted shall not be eligible to work overtime hours on
13 their normally scheduled shift.

14 (h) An employee substituting for another employee shall be eligible to use earned sick leave.
15 Such sick leave usage shall be assessed as a correction to payroll at the end of the pay
16 period in which it occurred.

17 (i) An employee who fails to report to duty on an approved trade-time shall be assessed the
18 hours from their annual hours as a correction to payroll at the end of the pay period in
19 which it occurred, and the employee will receive disciplinary action for the first offense
20 and loss of trade-time privileges for a period of up to one (1) year. Additionally, the
21 employees shall be obligated to pay back all time owed another employee through
22 approved trade time.

23 (j) No third-party trades.

24 (k) Modifications to the original trade time agreement must be approved by the District Chief
25 and remain within the original three-hundred sixty-five (365) calendar day time frame.

26 (l) Cancellation of Trade Time must be made via e-mail from both employees to the District

1 Chief group, no later than twenty-four (24) hours of the first trade.

2 (m) An employee substituting for another employee may be eligible to use leave in the event
3 of emergency. The Deputy Chief or their designee may approve this leave outside the
4 provisions of this Article, for unscheduled purposes. Such leave usage shall be assessed
5 as a correction to payroll.

6 (n) It is the employee's responsibility to ensure that all trade times are completed prior to any
7 promotion.

8 (o) Trade time of Kelly Day's must occur between members on the same shift, of equal rank,
9 on a Promotional List or on an Out-Of-Class List.

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

15

16 Section 12.12 Out-of-Class Assignment Procedure. When position vacancies occur, the
17 Department will utilize employees to fill those positions in an out-of-class status. Employees
18 who are on the Promotional List for the position in which the vacancy occurs during their shift
19 will be used first. If there are additional vacancies then employees on the separate Out-Of-Class
20 List may be used to fill them. Inclusion on the Out-Of-Class List will be voluntary. In order for
21 an employee to be on the Out-Of-Class list they must meet all of the minimum qualifications
22 required to test for that position. The employee must also have demonstrated competency in that
23 higher classification through evaluation exercises administered by the department training staff.
24 These exercises will be similar in nature to those exercises used during testing assessment
25 processes for each position being considered. It is understood that no more than one individual
26 may operate in an out-of-class position on a single unit unless one of those individuals is on the

1 current Promotional List. It is also understood that employees will not be able to move more
2 than one rank (i.e. FF to Lt. or D/O to DC) unless that individual is on the current Promotional
3 List for the position. District Chiefs will attempt to equalize both the promotional eligibility and
4 out-of-class hours for each employee. Employees who can work out of class will appear in
5 Telestaff as “can act as” in their personal profile. These employees will be called for overtime
6 vacancies in the position they can work out of class at the end of the Pre-Scheduled 2nd Call List
7 Chain, the Non Pre-Scheduled List Chain, and the Scorched List Chain. Employees acting in
8 another classification will be assigned the proper work code by Telestaff. If shift personnel are
9 scheduled to work out of class and someone calls in for leave after 0800 hours for the next day,
10 everyone shall stay as they are scheduled and the vacant position will be filled by OT or
11 Mandatory OT. (Example: A Lieutenant vacancy is filled with an out of class Driver Operator,
12 the DO is filled with an out of class firefighter and the firefighter is filled with staffing. A
13 firefighter calls in sick after 0800 hours the day before their shift. Everyone would stay as they
14 are scheduled and the OT/MOT would be assigned to the FF vacancy). If shift personnel are
15 scheduled to work out of class and someone calls in for leave prior to 0800 hours for the next
16 day, all affected personnel will be returned to their regular classification/position and the
17 OT/MOT assigned to the original position.

18

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 financial institution for each employee who authorizes such deductions, subject to the rules and procedures of the financial institution. (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.

1 Section 13.6. Health, Safety and Comfort. The parties agree to abide by published standards
2 on sanitation, safety and health in accordance with applicable Federal, State, and County Statutes.
3 The following items will be provided by the County:

- 4 (a) employees presently required to wear a uniform shall continue to be required to do so and
5 will have appropriate uniforms or a uniform maintenance service provided to them.
- 6 (b) all new operational employees will receive an A + B hepatitis vaccination;
- 7 (c) where it is immediately available, the County will provide basic TV cable or satellite
8 service.
- 9 (d) the County will provide cooking and eating utensils for all stations.
- 10 (e) all operational employees over age thirty-five (35) will be offered a biannual physical
11 exam and prostate screening, the results of which will be made available to the employee
12 and the County.
- 13 (f) subscription to two (2) periodicals will be maintained and a reasonable effort to have
14 copies available at each zone station will be made.
- 15 (g) a complete copy of the County Employee Policy Manual, the department SOP/SOG
16 manual, and the current medical protocols shall be made available via the County Intranet.

17 Section 13.7. Fire Rescue Agency Merger. The County agrees in the event that all or a portion
18 of the County's Fire Rescue Service is to be assumed by another jurisdiction or agency and
19 bargaining unit members are affected by this change, the County agrees to pursue with the other
20 jurisdiction or agency the possibility of employment for the affected County employees, it being
21 understood, however, that the decision of the other jurisdiction or agency whether to offer
22 employment or not shall not be grievable or subject to arbitration nor shall the Board be obligated
23 to delay implementation of the Board's decision to have such operations assumed by another
24 jurisdiction or agency.

ARTICLE 14

Wages

Section 14.1. Pay Plan . Effective the first full pay period in October 2022, the Pay Plan is implemented for all job classifications in this bargaining unit.

Section 14.2. Pay Plan Structure. The Pay Plan structure is intended to serve as an educational step plan where employees are provided a clear path for career growth. 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, 2022 as described in the Pay Plan for bargaining unit members in the Twenty-Four (24) Hour Division. In order to comply with the Freedom First Budget Act, all fire certified employees in the Twenty-Four (24) Hour Division shall make no less than \$15.00 per hour effective October 1, 2022, therefore, all members of the Firefighter classification Level 1 and up shall receive an additional \$1,550.00 base pay raise to be reflected in the Pay Plan (“FFBA Pay”). The Union and County agree that this specific raise is an advance on future cost of living raises for the firefighter classification only.

Effective October 1, 2023, the County shall take the numerical value of the percentage of whatever across the board pay increase non-bargaining employees of the County will receive, to be used for pay increases for the bargaining unit members covered by this Agreement in the Twenty-Four (24) Hour Division (the “FY 24 Increase”). This value will not be provided to the individual bargaining unit members, but the Union and the County agree to negotiate the

1 allocation of the distribution of the same to the pay increase through the Pay Plan for
2 Twenty-Four (24) Hour Division employees. The County and the Union agree that negotiations
3 for the distribution of the FY 24 Increase established for the firefighter classification shall take
4 into account the FFBA Pay to all members in the firefighter classification upon ratification of
5 this Agreement, and therefore shall not be entitled to any increase until the other members in
6 other classifications receive a similar increase in base wages including those members who at the
7 time of ratification of this Agreement were in the firefighter classification but have subsequently
8 changed classifications. After October 1, 2023, there shall be no additional adjustments to the
9 base salary for each classification in the Pay Plan until such time such adjustments are negotiated
10 and ratified by the County and the Union.

11 Section 14.3. Eligibility for Progression. Those members of the bargaining unit who meet all
12 Eligibility Requirements of the Pay Plan for progression by April 1st or October 1st (hereinafter
13 “Eligibility Date”) each year shall be eligible to progress in the Pay Plan effective the first full
14 pay period following their applicable Eligibility Date (hereinafter “Effective Date”) of that same
15 year. Members of the bargaining unit may only progress to the next level once per fiscal year.
16 Exception: Rescue Lieutenants hired on or before October 1, 2019 or any applicant in HR Group
17 FY19-08771 who becomes a member of the Rescue Lieutenant classification(hereinafter
18 “Incumbent Rescue Lieutenants”), and obtains Alachua County Fire Rescue EMS Leadership
19 and Fire Officer 1 Certification, and has two years of service in the Rescue Lieutenant
20 classification with Alachua County Fire Rescue, will be placed in Level 6 of the Rescue
21 Lieutenant Classification in the Pay Plan at the time of meeting the requirements, regardless of
22 qualification dates or last date of level progression. On October 1, 2022, all members in the
23 firefighter classification shall automatically progress to the next level in that classification
24 without the requirement to complete the educational requirements. Any subsequent progression
25 by the employees in this classification shall require the completion of both the previous and new
26 level’s education requirement.

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

5 Section 14.5. Paramedic Pay. Members of the bargaining unit who are assigned to the
6 Twenty-Four (24) Hour Division or Peak Load Division and are certified paramedics will receive
7 paramedic pay ("Paramedic Pay") of \$7,500.00 per year when they obtain clearance from the
8 Alachua County Medical Director. All Paramedic Pay will be calculated into the hourly rate of
9 the member.

10 Section 14.6. Specialty or Incentive Pay. Members of the bargaining unit assigned to a
11 special assignment or special assignments, or who have certain specific certifications or met
12 certain educational milestones, as further described in Section 14.11, shall receive specialty or
13 incentive pay in addition to their base salary hourly rate and Paramedic Pay, if applicable, as
14 described in Section 14.11. Members will receive specialty or incentive pay the first full pay
15 period following the member's assignment or verification of applicable certifications or
16 educational milestones. All specialty and incentive pay will be calculated into the hourly rate of
17 the member for all hours of work, including overtime, incidental overtime and mandatory
18 overtime.

19 Section 14.7. Classifications within the Fire Marshal Division- Pay Plan. Any bargaining
20 unit members who are in the Fire Marshal Division shall receive base rate salary increases of 7%
21 effective the first full pay period of October 2022. Effective October 1, 2023, all bargaining unit
22 members who are in the Fire Marshal Division, shall receive the same across the board pay
23 increase as non-bargaining employees of the County. Such bargaining unit members shall not
24 receive any additional wage increases until such time such increases are negotiated and ratified
25 by the County and Union.

1 Section 14.8. Pay Plan Promotions. All promotions will use the promotional requirements
2 in the Pay Plan, and will continue to require applications, testing, paramedic certification,
3 placement on a Promotional List, and filling of vacant positions based on Promotional List order.
4 Bargaining unit members who are hired on or after October 1, 2019 that are promoted from one
5 classification to another will be placed at the base salary of Level 1 of their new classification.
6 Bargaining unit members hired before October 1, 2019 that are promoted from one classification
7 to another will receive an increase to their base salary equal to the amount needed to obtain the
8 base salary of Level 1 of their new classification or the difference between the base salary of
9 Level 1 of their new classification minus Level 3 of their current classification, whichever is
10 higher.

11 Section 14.9. Educational Requirements- Senior Members. All bargaining unit members,
12 assigned to the Twenty-Four (24) Hour Division, with 20 years of service or more with Alachua
13 County Fire Rescue as of October 1, 2019 may forego the educational requirements in the Pay
14 Plan. Such bargaining unit members shall receive a 5% wage increase in October 2022 and shall
15 receive the same across the board increase as non-bargaining County employees in October 2023
16 regardless of whether they complete the educational requirements for each level. Senior
17 bargaining unit members as defined in this Section must acquire all minimum certifications and
18 qualification prior to testing for promotion.

19 Section 14.10 Pay Adjustment for Out-of-Classification Assignment. Out of class wages
20 shall be paid as follows:

- 21 • Firefighter to Driver Operator- \$1.00 per hour
- 22 • Driver Operator to Lieutenant- \$2.00 per hour
- 23 • EMT/Driver to EMS Attendant-Hourly differences between Level 1 bases

24 Section 14.11. Incentive Pay

- 25 • Seat Time/Hourly
- 26 ○ Lead Medic -\$4.00

1 All firefighters who have been cleared as a Paramedic by the Medical Director are eligible
2 and required to work as a Lead Medic on a Rescue Unit at the discretion of the Department.

- 3 ○ Rescue Driver (Twenty-Four (24) Hour Division- \$.75 (Effective first pay period
4 in October 2023)
- 5 ○ Tech Rescue Incentive- \$.30 (assigned to Station 23)
- 6 ○ EMT/Driver to EMS Attendant- Hourly difference between Level 1 bases
- 7 • Hourly pay incentive (10/1/22 to Implementation of Kelly Day)
 - 8 ○ Tech Rescue Ops- \$.07
 - 9 ○ Tech Rescue Tech- \$.13 (non-compounding)
 - 10 ○ Training Lieutenant- \$1.11
 - 11 ○ Assistant Chaplain- \$.17
 - 12 ○ Chaplain- \$.33
 - 13 ○ Bilingual-\$.09
 - 14 ○ Associates Arts/Science-\$.010
 - 15 ○ Bachelors Arts/Science -\$.20 (non-compounding)
- 16 • Hourly pay incentive (Effective with Kelly Day Implementation)
 - 17 ○ Tech Rescue Ops- \$.08
 - 18 ○ Tech Rescue Tech- \$.16 (non-compounding)
 - 19 ○ Training Lieutenant- \$1.33
 - 20 ○ Chaplain- \$.40
 - 21 ○ Assistant Chaplain \$.20
 - 22 ○ Bilingual \$.11
 - 23 ○ Associates Arts/Science \$.12
 - 24 ○ Bachelors Arts/Science \$.24 (non-compounding)

25
26 Section 14.12. Call Out Guarantee. Employees who are called in to work on an operational

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

Section 14.13. 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 their normally scheduled hours that occur on their 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.

Section 14.14. Kelly Day Implementation. Kelly Days are intended to help work/life balance and individual workloads. The County in conjunction with Union Leadership agrees to continue to monitor call volumes and workloads and address needs as they arise. The Department and Union recognize the extraordinary complexities in implementing a Kelly Day, therefore both parties agree that any unforeseen complications will immediately be brought to the attention of the parties involved. The parties anticipate implementing Kelly Day on or before the first full pay period following April 1, 2023, or as soon thereafter as the Department has achieved adequate staffing. As part of the implementation, both parties also agree to the following:

- All members of the bargaining unit will be paid any remaining compensatory time at their hourly rate as of September 30, 2022. The compensatory time payout will be issued in the first check in October of 2022. Employees will be eligible to utilize approved compensatory leave time through December 31, 2022. All requests for compensatory leave time shall be entered into Telestaff by September 30, 2022. Employees will not be

1 permitted to cancel their compensatory time off in lieu of payment. Employees will not
2 be permitted to convert any other leave time to compensatory leave after September 25,
3 2022.

4 • Effective the first pay week of the Kelly Day implementation, all Annual and Sick leave
5 balances shall be converted to a forty-eight (48) hour balance rate at a factor of .8575.
6 For example, an employee who had one hundred twenty (120) hours accrued at a fifty-six
7 (56) hour rate will convert to one hundred- and two-point nine (102.9) hours at a
8 forty-eight (48) hour rate. Any future employee who moves from a fifty-six (56) hour
9 week to a forty-eight (48) workweek shall have all leave balances converted at a factor
10 of .8575.

11 The parties agree that the items exchanged for Kelly Days, (wages, attendance awards,
12 compensatory time, holiday pay, floating holidays, and reductions in vacation accrual) are all
13 matters of negotiation in the event Kelly Days are not implemented by June 1, 2023.

14

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ARTICLE 15

Insurance

Section 15.1. Group Health Insurance Benefits and Premium Cost. 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. Disability. Contingent upon funding, management will make every effort to offer long term disability insurance to employees, at no cost to the employee.

Section 15.3. Dental Insurance. The Alachua County Board of County Commissioners will pay eighty percent (80%) of the premium for single coverage for dental insurance. 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 15.4. 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 from employment with Alachua County.

The County and Union agree that Alachua County will continue to provide a retiree health insurance subsidy. The amount of the subsidy is based on the number of years of service with Alachua County at the time of retirement (three dollars (\$3.00) for each full year of service). You must have six (6) years of County employment for the subsidy. The minimum monthly subsidy is eighteen dollars (\$18.00) (if you retire with just six (6) years of County employment) and the maximum monthly subsidy is ninety dollars (\$90.00) (if you retire with thirty (30) or

1 more years of service). Retirees in the State's Florida Retirement System (FRS) who have
2 entered into the Deferred Retirement Option Program (DROP) are not eligible to receive the
3 County's health insurance subsidy until their participation in DROP ends. Time in DROP will
4 not count towards years of service for the purposes of this policy. The approval of this retiree
5 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. 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, 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.

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 their 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 their 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. Annual leave;
- 17 3. Make up time if work environment permits this flexibility.

18
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 their regular rate of pay. Hours spent in classes under these conditions shall be

1 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 they are eligible to receive reimbursement, will be eligible for payment upon their
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 their 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.

16

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. This includes the use of marijuana acquired with a marijuana identification card and CBD products that contain enough THC to elicit a positive drug test.

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 their ability to do the job, they are required to report this drug use immediately to their 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.

1 Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy,
2 shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under
3 the influence and will forfeit their eligibility for all worker's compensation medical and
4 indemnity benefits and will be disciplined, up to and including termination.

5 The County does not permit the use of marijuana acquired through a medical marijuana
6 certificate as allowed in Section 381.986(15.a.) Florida Statutes. Medical marijuana use will be
7 treated as an illicit substance and is subject to this Article. Over-the-counter THC products and
8 CBD products are not regulated and may contain enough THC to result in a positive drug test.

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

12 The County will provide a one-time written notice to all employees as required by Section
13 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any
14 pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards
15 and a general statement that the County will test all job applicants will be included on vacancy
16 announcements.

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

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

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

24 (b) Position Change - Any current employee, who is the final candidate for a posted
25 position, whether internal or external, shall be required to take a drug urinalysis and alcohol
26 test prior to the final offer for the new position being extended. Any employee applicant

1 who's confirmed test results indicate present alcohol or drug abuse will not be hired into the
2 new position, and is subject to all other provisions of this policy.

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

6 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using
7 or has used drugs in violation of this policy drawn from specific objective and articulable
8 facts and reasonable inferences drawn from those facts in light of experience. Approval for
9 such testing shall be authorized only by the Human Resources Director. Among other things,
10 such facts and inferences may be based upon;

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

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

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

17 (4) Evidence that an individual has tampered with a drug or alcohol test during their
18 employment with the current employer.

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

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

24 If testing is conducted based on reasonable suspicion, the County will immediately
25 document the circumstances which formed the basis of the determination that reasonable
26 suspicion existed to warrant the testing. A copy of this documentation shall be kept

1 confidential by the County pursuant to this policy and shall be retained for at least one (1)
2 year.

3 (e) Follow-up - If an employee, in the course of employment, has a confirmed
4 positive drug or alcohol test the County will require the employee to submit to a drug and/or
5 alcohol test on a quarterly, semiannual or annual basis, at the County's option, for two (2)
6 years thereafter. If an employee tests positive within eighteen (18) months of completing the
7 two (2) year random follow-up testing for a prior positive drug test, the employee will be
8 considered to have failed a second test, and will be subject to disciplinary action in
9 accordance with this policy. The County will transport the employee to the testing facility.
10 Follow up testing will be conducted in conjunction with either the beginning or end of the
11 employee's shift.

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

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

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

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

25 (4) Random - Employees will be tested for alcohol and drugs on a random
26 unannounced basis just before, during or just after operating a commercial motor vehicle.

1 Not less than twenty-five percent (25%) of the total number of employees in covered
2 positions will be tested for alcohol in the first year and fifty percent (50%) for drugs the
3 first year. The number to be tested in subsequent years will conform with federal rules.
4 Each driver shall be chosen using a scientifically valid random method and shall have an
5 equal chance each time selections are made.

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

13 (i) The employee undergoes an evaluation, and where necessary, treatment;
14 and

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

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

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

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

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

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

26 Alcohol

1	Amphetamines
2	Cannabinoids
3	Cocaine
4	Phencyclidine
5	Methaqualone
6	Opiates
7	Barbiturates
8	Benzodiazepines
9	Methadone
10	Propoxyphene

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

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

1 Propoxyphene 300 ng/ml

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

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

12 Alcohol (CDL holders only) .02% (by breath)

13 Alcohol (all other testing) .05g% (by blood)

14 Amphetamines 500 ng/ml

15 Cannabinoids 15 ng/ml

16 Cocaine 150 ng/ml

17 Phencyclidine 25 ng/ml

18 Methaqualone 150 ng/ml

19 Opiates 300 ng/ml

20 Barbiturates 150 ng/ml

21 Benzodiazepines 150 ng/ml

22 Methadone 150 ng/ml

23 Propoxyphene 150 ng/ml

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

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

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

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

24 An employee may make a legal challenge pursuant to Statute or grieve employment decisions
25 made pursuant to this program in accordance with Article XI. When an employee initiates the
26 grievance process, it shall be the employee's responsibility to notify the Human Resources

1 Director and the laboratory in writing that such a grievance has been filed, reference the chain of
2 custody specimen identification number, and request that the sample be retained by the laboratory
3 until final disposition of the grievance.

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

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

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

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

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

23 The County will not dismiss, discipline or discriminate against an employee solely upon the
24 basis of an employee voluntarily seeking treatment for an alcohol or drug problem. However,
25 appropriate disciplinary action will be taken if the employee has previously tested positive for a
26 drug and/or alcohol use, and has sought treatment through the EAP or entered a drug and/or

1 alcohol rehabilitation program for drug related problems while in the County's employ.

2 Section 8. Violations and Continued Employment. Employees who violate this Drug Free
3 Workplace Policy with a first time positive confirmed drug and/or alcohol test will be referred to
4 the County EAP or other community alcohol and drug rehabilitation programs as appropriate.
5 However, use of the EAP or other rehabilitation resources will not prevent the County from
6 taking appropriate disciplinary action for violations of other County policies. Employees referred
7 to the EAP or other rehabilitation program as a result of a first violation will be allowed to
8 continue employment with the County provided that:

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

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

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

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

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

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

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

1 the Federal agency in writing, within 10 calendar days, if any employee working under a Federal
2 Grant is convicted of violating a criminal drug statute.

3 Section 10. The County may use the following, “Acknowledgment of Receipt of the Alachua
4 County Drug Free Workplace and Drug Testing Program Packet and Consent to Test and Release
5 Records” form:
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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 shall remain in effect until midnight, September 30, 2024, 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 30th 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, 2024.

WHEREUPON the parties have set their hands and seals as of this ____ day of _____, 2022.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL #3852

BY: _____
Michele Lieberman
County Manager

BY: _____
Robert Smith
President, Local #3852, IAFF

BY: _____
Heather D. Akpan
Human Resources Director

Approved for Funding FY 2022 - 2024

BY: _____
Marihelen Wheeler, Chair
Alachua County Commission

ATTEST:

BY: _____
J. K. "Jess" Irby, Esq.
Clerk of Court