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COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

NORTHEAST PUBLIC EMPLOYEES' LOCAL 630

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

October 1, 2007 - September 30, 2010

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A G R E E M E N T

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4 This AGREEMENT will become effective on October 1, 2007, by and between ALACHUA
5 COUNTY and the NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LABORERS'
6 INTERNATIONAL UNION OF NORTH AMERICA, the certified bargaining agent in Public
7 Employees Relations Commission Order No. 98E-202, (hereafter referred to as the "Union"). This
8 Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the
9 execution of a written contract reflecting the agreement reached between the Employer and the
10 Certified Bargaining Representative. There shall be no agreements made contrary to the specific
11 terms of the Agreement, unless they are approved by the authorized representative of the County and
12 the Union.

1 ARTICLE 1

2 Recognition

3 The County recognizes the Union as the exclusive bargaining agent for all employees in the job
4 classifications contained within the certified bargaining unit No.306, for the purpose of
5 collective bargaining with respect to rates of pay, wages, hours of employment, economic
6 benefits as required by law, and other terms and conditions of employment. It is furthermore
7 agreed that the Business Manager of Local #630 or his/her designee, shall be the official
8 spokesperson for the Union in any matter between the Union and the County. The Union shall
9 furnish the County, in writing, the name(s) of its designee(s) and the period of time during which
10 said designee is authorized to conduct business on behalf of the Union.

1 ARTICLE 2

2 Management Rights

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

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

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ARTICLE 3

Non-Discrimination

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

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

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

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ARTICLE 4

No Strikes

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

1 ARTICLE 5

2 Jury Duty - Witness Duty

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

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

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

1 ARTICLE 6

2 Check-off of Dues

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

- 7 (a) the employee gives written notice to the County and the Union revoking the dues
8 deduction authorization;
- 9 (b) the employee is terminated; or
- 10 (c) the employee is transferred out of the bargaining unit.

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

13 Section 2. Remission of Dues to Union. The amounts to be deducted as dues shall be certified
14 to the County by the Financial Secretary of the Union. The County agrees to remit such dues
15 deduction to the Financial Secretary on a monthly basis. The Union shall be provided with a monthly
16 list of all additions or deletions of employees in the bargaining unit, the names of employees on
17 whose behalf dues have been deducted and remission of the net amount of dues deducted.

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

1
2 ARTICLE 7

3 Seniority

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

9 Section 2. Probationary Employees. A new employee shall be considered a probationary
10 employee for six (6) months after which seniority shall date back to the date of hire. During such
11 probationary period, a probationary employee shall not have seniority and may be laid off,
12 discharged, or otherwise terminated by the County and such action shall not be subject to the
13 grievance procedure of this agreement. If deemed necessary and approved by a department director,
14 an employee's probationary period may be extended for a period not to exceed three (3) additional
15 months. An employee and the Union will be notified in writing of the decision to extend the
16 probationary period prior to the end of the original six (6) months. During such time, an employee
17 will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

18 All Employees in clerical positions (class code beginning with a six (6), e.g. 6000 series)
19 covered by this agreement who are hired in a trainee status will be required to obtain the
20 education/experience/credentials that will allow them to meet the advertised minimum qualifications
21 of the position prior to beginning the initial probationary period.

22 Employees who receive a promotion, or who transfer to a different classification, shall be on
23 probation in that classification for a period of three (3) months after which, if they are not retained,
24 they shall be returned to their former classification if it exists and there is a vacancy available. The

1 position from which the employee has been promoted or transferred will not be permanently filled
2 for three (3) months unless operational needs require that it be filled.

3 If the promoted or transferred employee is not retained in his/her new position and the former
4 job has been permanently filled, he/she may exercise the replacement procedure outlined in Article
5 7, Section 5 of this Agreement.

6 Section 3. Application of Seniority. In the event a job opening is to be filled by the promotion
7 of an employee in the bargaining unit, the following factors shall be considered in selecting
8 employees for promotion and to fill vacancies and new jobs:

- 9 (a) ability and qualifications to perform the work, determined by written or work tests
10 where possible (in which event the test will be monitored by someone from the Human
11 Resources Office and the Union if so requested. The Union will be provided reasonable
12 notice in advance of the occurrence of a performance based work test); and
13 (b) performance reviews and disciplinary history over the previous three years; and
14 (c) seniority.

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

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

20 Section 4. Job Posting. Notice of a position vacancy in any existing or newly created position
21 which may be filled by an employee covered by this Agreement shall be posted for a period of five
22 (5) working days on appropriate bulletin boards. The County may elect not to post a vacancy if
23 there is a qualified County employee who requests a lateral transfer or voluntarily seeks a lower
24 rated position, or who is being reduced or disqualified from a higher rated position. The Union shall

1 be notified in advance of a position being filled in this manner. Any employee of the County who is
2 interested in filling the vacancy shall apply in writing to the Human Resources Director or designee.
3 If a subsequent vacancy in the same classification occurs during the posting period or interview
4 stage of the first vacancy, a department may elect to fill the subsequent vacancy without posting the
5 position again. The department may select from the same pool of applications received for the initial
6 vacancy. If the selected applicant is separated from employment within 60 days of hire, the
7 department director may select from the pool of applicants received for the initial vacancy.
8 Temporary transfers or assignments may be made until the position is filled, as well as at other
9 times. All employees are encouraged to seek promotions to non-bargaining unit positions; however,
10 it is understood that this Agreement does not require that bargaining unit employees be chosen to fill
11 a non-bargaining unit position. The County agrees to formally notify employees who are not
12 selected for promotional opportunities. Such notification shall be in writing and shall identify an
13 employee's opportunity for further discussion with the hiring supervisor(s) regarding the selection
14 process.

15 Section 5. Layoff and Recall. In the event of a reduction in the work force, newly hired
16 probationary employees in the classification and department affected shall be first laid off. If further
17 reductions are necessary, non-probationary employees and employees who are on promotional or
18 transfer probation in the affected classification shall be laid off from the classification and
19 department affected. The order of such layoffs shall be based on seniority with the least senior
20 employees in the classification and department laid off first, provided that factors (a) and (b) in
21 Section 3 are relatively equal. In the event of the relative inequality of these factors, objectively
22 determined as between employees in the same classification and department, the employee with the
23 higher values of factors (a) and (b) shall be retained.

24 An employee who is reduced from a department shall have the right to exercise seniority to

1 replace the most junior employee in the same classification, in all other departments, whose factor
2 (a) and (b) values are equal to or less than those of the reduced employee, and who is junior to the
3 reduced employee. An employee who is unable to replace another employee in the same
4 classification shall have the right to exercise seniority to replace the most junior employee in any
5 lower classification in any department; provided that the reduced employee meets the entry level
6 qualifications of the lower classification, is fully qualified to perform the work of the lower
7 classification (determined by written or work tests where possible), and has relatively equal or
8 greater performance evaluation ratings and is senior to the replaced employee. In the event of a
9 layoff, the County will notify the Business Manager of the Union prior to sending formal
10 notification to the employees affected by the layoff.

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

16 In the event any temporary or stand-by positions become available during a layoff, the County
17 will first offer those positions to employees who were laid off in accordance with Article 7, Section
18 5 of this Agreement. Acceptance of a temporary or stand-by position will not affect an employee's
19 recall rights under Article 7, Section 5.

20 Section 6. Loss of Seniority. Seniority and the employment relationship shall be broken and
21 terminated if an employee:

- 22 (a) resigns;
- 23 (b) is discharged and not reinstated;
- 24 (c) is absent from work for three (3) consecutive work days without notification to the

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

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

1 ARTICLE 8

2 Leaves of Absence

3 Section 1. Sick Leave. All employees occupying permanent positions shall earn four (4) hours
4 of sick leave with each bi-weekly pay period provided that the employee has been paid for at least
5 three-fourths (3/4) of the work shifts in the pay period. Time spent in collective bargaining
6 negotiations shall be considered as time worked for the purpose of sick leave accrual and employees
7 on leave under Section 7 of this Article shall not lose sick leave accrual for up to two (2) calendar
8 weeks per year of such Section 7 leave. Sick leave shall be earned as of the last day of the pay
9 period. Permanent part-time employees who work at least twenty (20) hours per week shall earn
10 sick leave in a pro-rated amount computed on a base rate of four (4) hours per bi-weekly pay period.

11 At the end of each fiscal year, an employee shall have the option of converting up to ten (10) days of
12 sick leave to vacation leave on a two (2) for one (1) basis. The conversion of sick leave will be
13 approved only if the employee has a remaining balance of sick leave of at least eighty (80) hours
14 after the conversion. All requests to convert sick leave must be received by Finance & Accounting
15 prior to October 31st. Upon separation from employment after ten (10) years service, an employee
16 will be entitled to be paid for fifty percent (50%) of his or her accrued sick leave at the current rate
17 of pay.

18 Section 2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of
19 its accrual and shall only be taken upon prior approval of the County. Sick leave may only be
20 utilized for employee sickness, sickness in the employee's immediate family resident with him or
21 her (except in the case of children, step-children, parents, step-parents, and current parents-in-
22 law, in which case there will be no residency requirement), necessary doctor's appointments,
23 injury, disability, pregnancy, or for quarantine by health authorities or a physician. Employees
24 may be required to supply proof of sickness, injury or disability, in accordance with (d) below or

1 upon other evidence of abuse. If an employee is sent to a physician of the County's choosing for
2 such purpose, the County will pay the expenses thereof. Utilization of sick leave will be
3 implemented according to the following definitions:

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

6 (b) Verified sick leave: Any sick leave instance verified by medical certification, including
7 illness in the employee's immediate family.

8 (c) Unverified sick leave: Any sick leave instance for which no medical certification is
9 provided.

10 (d) Abuse of sick leave:

11 1. Use of more than four (4) instances of unverified sick leave in a ninety (90) day
12 period.

13 2. A pattern of unverified sick leave or use of unverified sick leave in combination
14 with days off, holidays off, or other time off.

15 3. Any combination of 1 and 2 above.

16 (e) Critical attendance employee:

17 1. Any employee who abuses sick leave as defined by (d) 1, 2, or 3 above. Such
18 employee will be placed on a critical list for three (3) months during which time
19 medical certification will be required for approval of sick leave. After the three (3)
20 month period attendance will be reevaluated.

21 2. At the time of reevaluation, it will be determined whether unverified sick leave use
22 has ceased and sick leave use has reached acceptable standards.

23 Section 3. Leave for Compensable Injury. If an employee sustains a job-related injury s(he)
24 shall be entitled to Workers' Compensation payments in accordance with the laws of the State of

1 Florida. In addition, an employee may utilize available sick leave credits to supplement Workers'
2 Compensation payments. In no instance shall this combination exceed one hundred percent (100%)
3 of the employee's regular base rate.

4 Section 4. Short-Term Military Leave. Short-Term military leave shall be granted for purposes
5 of attending military training in accordance with Chapter 115, Florida Statutes. An employee in the
6 United States Reserve Forces or National Guard shall be granted military leave for training purposes
7 with full pay and without loss of benefits. Such military leave shall not exceed 17 working days
8 (maximum 12-hour day) in a calendar year. A request for short-term military leave shall be
9 submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper
10 documentation as soon as possible.

11 Section 5. Long-Term Military leave shall be granted in accordance with Chapter 115, Florida
12 Statutes and Chapter 250, Florida Statutes. An employee in the United States Reserve Forces or
13 National Guard ordered to active military duty for purposes other than training shall be granted long-
14 term military leave without loss of leave or seniority, under the following conditions: An employee
15 ordered to active military duty during a declared war or time of war shall receive full pay and
16 benefits for the first 30 days of the long-term military leave; and supplemental pay only beginning
17 on the 31st day of the long-term military leave, not to exceed 180 calendar days of absence.
18 Supplemental pay is an amount necessary to bring the employee's total salary, including the base
19 military pay and the supplemental pay, to the level earned from County employment at the time the
20 absence for long-term military leave began. The County's contribution to health insurance will
21 cease after the first 30 days. Leave will not be accrued after the first 30 days. The department
22 director is responsible for submitting an Employee Action Form when the employee is entitled to
23 supplemental pay under this policy. An employee in the Florida National Guard ordered to state
24 active duty under provisions of Chapter 250, Florida Statutes, shall receive full pay and benefits for

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

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

17 Section 7. Union Leave of Absence. Members elected to Union positions or appointed by the
18 Union to perform work which takes them from employment with the County shall, upon written
19 request, receive leave of absence without pay for the term of office or up to a period not to exceed
20 one (1) year, whichever is greater, and said leave shall be renewable for an additional year period.
21 Employees desiring leave under this Section shall notify the County two (2) weeks in advance of the
22 date on which such leave is to become effective and shall specify the facts giving rise to the request.
23 If it is impossible to give two (2) weeks notice, the County will waive the two (2) week
24 requirement. No more than two (2) employees in any department shall be off on leave under this

1 Section at any one time unless mutually agreed upon by the parties. Union leave of absence shall be
2 limited to: conventions, grievance hearings, contract negotiation, officers to attend regular monthly
3 business meetings, and other Union business mutually agreed upon by the County and the Union.
4 Seniority shall accumulate during such leave. Such leave of absence shall not be arbitrarily or
5 capriciously denied.

6 Nothing herein shall preclude the use of accrued vacation time for union officials to conduct union
7 business that ordinarily would be uncompensated time. Such accrued vacation leave may be used
8 from a vacation pool comprised of vacation leave donated by current bargaining unit employees. It
9 shall be the Union's responsibility to supply signed vacation leave requests from both the donating
10 and receiving employees. Additionally, any such request for the use of vacation leave must be in
11 accordance with Article 9 and any departmental work rules regarding the request for and use of
12 vacation leave for the affected employees.

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

23 Section 9. Bereavement Leave. An employee who has a death in his immediate family will be
24 granted a bereavement leave of up to one (1) work week and not to exceed 48 work hours.

1 Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is
2 described as father, mother, step-parents, spouse, children, step-children, current father-in-law,
3 current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law
4 and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren,
5 and legal guardian, and certified domestic partner. The Administrating Official may approve a
6 longer period of bereavement leave. Documentation may be required as a condition for approval of
7 bereavement leave.

8 Section 10. Paid Personal Leave. Full-time, permanent employees hired prior to June 1 of the
9 calendar year, whose sick leave and/or leave without pay hours for that calendar year do not exceed
10 sixteen (16) hours for those employees working an eight (8) hour shift, twenty (20) hours for
11 employees working a ten (10) hour shift, shall be credited with paid personal leave hours equal to
12 one-half of the employee's regular work day. In the event an employee does not utilize any sick
13 leave or leave without pay, such paid personal leave will be increased to one of the employee's
14 regular full shifts, not to exceed ten (10) hours. Paid personal leave shall be taken at a time mutually
15 convenient to the employee and the department, shall require prior supervisory approval, and shall
16 be used in the subsequent calendar year.

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

22 Section 12. Volunteer Leave . Volunteer Leave allows bargaining unit employees of Alachua
23 County to spend up to one (1) hour per week (52 hours per year) working at a government or non-
24 profit agency that meets child, elder, human or environmental needs, in accordance with the Alachua

1 County Volunteer Leave Policy in the Administrative Procedures Manual.

2 Section 13. Deployment Under Federal Request. Personnel deployed under Federal request will
3 utilize approved leave during the time of deployment, which is defined as vacation leave,
4 compensatory leave, floating holidays, leave of absences without pay for up to thirty (30) days
5 and/or management reassignment approved by the Administrating Official. Personnel deployed at
6 Federal request will be compensated by the requesting agency according to the Federal pay plan.

7 Section 14. Deployment Under the Statewide Catastrophic Mutual Aid Agreement or
8 Emergency Management Assistance Compact. When deployed, employees will be compensated for
9 their regular scheduled shift(s) and additional actual hours worked on days they would normally
10 have been off-duty. All payments shall be in accordance with the Board of County Commissioners'
11 Employee Policies and Union contracts.

1 ARTICLE 9

2 Vacations

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

5 BI-WEEKLY PAY PERIODS

6 <u>Length of Service</u>	7 40-Hour Work Week 8 Bi-Weekly Annual Leave 9 <u>Accrual</u>
10 Less than 1 year	3.24
11 1 year but less than 5	3.85
12 5 years but less than 10	4.62
13 10 years but less than 15	5.38
14 15 years but less than 20	6.92
15 20 years but less than 25 yrs	8.46
16 25+years	9.23

17 Section 2. Vacation Eligibility. Employees are not eligible to use or be paid for accrued annual
18 leave until they have satisfactorily completed their initial probationary period with the Board of
19 County Commissioners. Employees assigned to budgeted positions who are scheduled to work at
20 least twenty (20) hours per week shall earn vacation hours on a pro-rated basis (percentage of a forty
21 (40) hour week times the appropriate accrual rate).

22 Section 3. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight
23 time rate for the number of hours the employee would have worked during the week(s) he or she
24 would have worked had vacation not been taken.

Section 4. Selection of Vacations. Where possible two (2) weeks advance notice should be

1 given prior to using vacation. Vacation time can be used for extra ordinary or unscheduled purposes
2 upon approval of the supervisor and with as much notice as is practical. However, requests will not
3 be unjustly denied and when possible employer will respond to vacation requests in writing within 1
4 week of the request being submitted. The number of employees permitted to take vacations at any
5 one (1) time will be based upon operational considerations as determined by management. In the
6 event employees are required to work, the most junior employees in the classification affected will
7 have to work vacations or holidays.

8 Section 5. Utilization of Vacation. Employees shall be allowed to accrue vacation leave with no
9 cap during the calendar year, but will only be allowed to carry two-hundred and eighty (280) hours
10 of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued
11 vacation earned to the date of termination but not taken, up to a maximum of two-hundred and
12 eighty (280) hours. The minimum amount of vacation leave taken shall be one (1) hour and then in
13 fifteen (15) minute increments thereafter provided, employees give notice no later than the previous
14 day, if they arrange for their own transportation and the request is otherwise approved. Vacation
15 time may be used for extraordinary unscheduled purposes upon approval of supervision and with as
16 much notice as is practical.

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

6 Memorial Day (last Monday in May)

7 Independence Day

8 Labor Day

9 Veterans' Day

10 Thanksgiving Day

11 Friday after Thanksgiving

12 Christmas

13 Martin Luther King Jr.'s Birthday (observed in conjunction with School Board).One (1)
14 additional holiday to be designated by the County Manager in conjunction with Christmas Day

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

16 Section 2. Weekend Holiday. Holidays will be observed on the day of their occurrence except
17 that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be
18 observed on the preceding Friday, provided that employees who are scheduled to work on weekends
19 shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls
20 on Saturday or Sunday.

21 Section 3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular
22 workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall be
23 paid for the number of hours (s)he would have normally worked on that day at his/her regular
24 straight time rate provided (s)he works or is in a pay status for at least fifty percent (50%) of

1 regularly scheduled hours of both shifts/days immediately preceding the holiday and immediately
2 following the holiday, unless the employee is absent on either day with a satisfactory excuse. The
3 Employer agrees that schedules shall not be changed to preclude the payment of holiday pay.

4 If the holiday occurs on a day which is a regularly scheduled day off for the employee, (s)he will
5 receive additional pay for that workweek equal to one of that employee's regular work shifts at
6 straight time, or upon the employee's request, and with the supervisor's approval, the employee may
7 take a different day off during that work week as the holiday, in lieu of the additional pay. While a
8 holiday not worked shall count as hours worked for the purpose of calculating overtime, those hours
9 shall not be paid at the overtime rate. For purposes of this section, the "employee's regular work
10 shift" is calculated by dividing the number of hours the employee is scheduled to work that week by
11 the number of days the employee works during that week.

12 Section 4. Holiday Work. In the event an employee is required to work on any of the
13 recognized holidays, he or she will be paid holiday pay, plus compensation as follows for hours
14 actually worked:

15 (a) for employees whose work shifts are up to sixteen (16) hours in length (with no designated
16 sleep time) up to sixteen (16) hours of pay at time and one-half. If an employee has
17 designated sleep time, only actual work hours will be paid at time and one-half;

18 Only an employee whose shift commences after 12:01 a.m. of the day recognized as the holiday
19 shall be entitled to any holiday work pay as set forth in "a" above.

20 Section 5. Holiday During Vacation. In case a holiday is observed on any day during an
21 employee's vacation, the day the holiday is observed shall not be charged against an employee's
22 accrued vacation leave.

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2 ARTICLE 11

3 Grievance Procedure

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

8 Step 1: The employee shall present the grievance in writing to his immediate supervisor
9 with or without a Union Officer as the employee may choose. The supervisor
10 must answer it in writing.
11

12 Step 2: If the employee is not satisfied with the written answer of the supervisor in Step
13 1 or if no answer has been given within ten (10) working days, then the grievance
14 shall be presented to the Department Head within ten (10) working days of the
15 supervisor's answer or failure to supply a timely answer. The Department Head
16 or his designee shall, within ten (10) working days of receipt of the written
17 grievance, meet with the employee and a Union representative unless such
18 meeting has been waived. After such a meeting is held, the Department Head
19 must answer the grievance in writing within ten (10) working days of the
20 meeting.
21

22 Step 3: If the Union or employee is not satisfied with the written answer of the
23 Department Head, or if no written answer is rendered by the Department Head on
24 a timely basis, then the Union or employee may, within ten (10) working days of
25 the Department Head's answer or of the failure of the Department Head to supply
26 a timely answer, appeal the grievance to the County Manager or designee. The
27 County Manager or designee must meet with a Union representative within ten
28 (10) working days of receipt of the appeal. The County Manager or designee
29 shall answer the grievance in writing within ten (10) working days of the
30 meeting.
31

32 Step 4: If the Union is not satisfied with the written answer of the County Manager or
33 designee, or if no timely written answer is rendered, the Union Officer shall
34 submit a written request, signed also by the grieving employee(s), appealing the
35 grievance to arbitration within thirty (30) working days of the answer or failure
36 of timely answer.
37

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

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

3 Section 2. Arbitration Board Selection. The Union's appeal to arbitration shall be submitted to
4 an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected
5 from a list furnished by the Federal Mediation and Conciliation Service by means of alternate
6 striking of names. The Union shall strike a name first.

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

10 The award of the arbitrator shall be final and binding on the County, the Union, and the
11 employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became
12 known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared
13 equally by the County and the Union. If either party cancels a scheduled arbitration hearing, the
14 canceling party will be responsible for payment of all expenses due the arbitrator. If the arbitration is
15 cancelled as the result of weather or natural disaster the parties shall share any expenses equally.

16 Section 4. Time Limits. No grievance shall be entertained or processed unless it is commenced
17 at Step 1 within ten (10) working days after the occurrence of the event giving rise to the grievance
18 or within ten (10) working days after the event became known or should have become known to the
19 employee(s). The definition of "Work days" are defined as Monday through Friday, excluding
20 holidays for which Administrative Offices are closed (as defined in Article 10 of this CBA) observed
21 during this period. If a grievance is not appealed within the time limits for appeal set forth above, it
22 shall be deemed settled on the basis of the last answer of the County, or if no answer has been made
23 it shall be deemed denied. The time limits may be extended by mutual agreement of the parties. In
24 computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

25 Nothing herein shall limit the County and Union from mutually agreeing to waive any and all

1 steps in the grievance procedure in order to expedite the processing of a grievance.

2 Section 5. Performance Review Grievance. Non-probationary employees who receive an
3 "unacceptable" or "below expectations" performance review rating may file a grievance concerning
4 that performance review as provided for in this Article. An employee may request department
5 oversight of an annual performance review. The reviewing supervisor will discuss the matter with
6 the employee at a mutually convenient time, unless the issue has already been discussed separately
7 since the initial performance review was completed. If the employee desires to pursue the issue
8 further, the employee may request a meeting with the department director for that purpose. If the
9 employee is still dissatisfied, the employee shall have the opportunity to meet with and discuss the
10 annual performance review with the County Manager or his designee.

11 Section 6. Untimely Performance Reviews.

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

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

21 B. If the employee feels that performance review factors in the current review instrument do not
22 accurately reflect the duties assigned to his/her position, (s)he may request a copy of the
23 performance review form and reexamination of the performance review instrument by the
24 Human Resources Director. Such request must be made prior to the completion of the

1 performance review.

2 Section 7 Notice of Discharge - The County shall provide a notice of proposed discharge to a
3 regular, permanent, non-probationary employee and to the Union five (5)
4 working days prior to the date of the meeting on the discharge.

5 Section 8 The County and the Union agree that management will work with department
6 heads to promote a cooperative effort between supervisors and Union shop
7 stewards to allow stewards to discuss situations on the job that are of an urgent
8 nature and require immediate action. It will be understood that discussions of
9 this nature are to be held during working hours only when the matter requires
10 immediate action and the discussions are to be brief and limited to the immediate
11 action required.

12 Section 9 The County and the Union acknowledge that it is a goal of management and the
13 Union that discipline be imposed without an unreasonable delay after
14 management has learned of the matter precipitating the discipline; and after the
15 proper period for investigation, analysis, and evaluation. Management will
16 notify an employee of pending investigation and/ or possible discipline within
17 ten (10) workdays of management's knowledge of an incident. The Union agrees
18 that a claim of unreasonable delay in itself is not a grievable matter, but the
19 Union may argue to an arbitrator in an appropriate case that there has been an
20 unreasonable delay in the imposition of discipline in the particular case before
21 the arbitrator.

1 ARTICLE 12

2 Hours of Work and Overtime

3 Section 1. Purpose. This Article is intended only to provide a basis for calculating overtime and
4 shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime
5 or other premium payments.

6 Section 2 (a) Workday; Workweek. The normal workday shall consist of eight (8) hours
7 exclusive of lunch and the normal workweek shall consist of five (5) eight (8) hour shifts. Some
8 employees may be assigned to normal workdays of ten (10) hours each with a normal workweek of
9 four (4) ten (10) hour workdays. Some employees may be assigned to normal work shifts of twelve
10 (12) hours or sixteen (16) hours.

11 (b) In addition, the County may assign employees to work any combination of work day
12 hours in a workweek in order to ensure full coverage of County operations. However, in
13 consideration of this provision, the County and the Union agree to meet at the written request of
14 either party to discuss the adoption and implementation of work schedules covering bargaining unit
15 employees. The Employer and the Union agree to reopen Article 12 in the event either party
16 requests to do so by serving written notice on the other party. Negotiations shall begin within two
17 (2) weeks of such written notice.

18 (c) All employees will be provided with written notice of any change in their weekly
19 work schedules at least two (2) weeks in advance, unless there is an emergency or extenuating
20 circumstance that does not allow for advance written notice. Days and hours of work shall be
21 scheduled consecutively without alteration where possible.

22 Section 3. Overtime Compensation. In the event an employee is required to work beyond a
23 normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-
24 half the employee's regular straight time rate provided the employee actually works his or her normal

1 workweek. All payments for overtime must be authorized by the Division or Department Head.
2 Employees who work more than the normally scheduled hours shall be offered the opportunity to
3 flex hours within a work week, at the employee's choosing, and with prior supervisory approval. In
4 the event an employee works hours in excess of his/her regular schedule, the employee may request
5 to take that number of hours off during that same work week, in lieu of overtime. The request to flex
6 the hours within the work week must be approved by the employee's immediate supervisor prior to
7 taking the time off. It is also understood that the flex hours off will be approved only if operational
8 considerations are met and overtime is not generated by allowing the employee to flex the hours. It
9 is understood that this offer of flex time will not constitute an attempt by management to avoid
10 payment of overtime and further that the disapproval of allowing an employee to flex these excess
11 hours cannot be grieved. Holidays not worked shall count as hours worked for the purpose of
12 determining overtime.

13 Section 4. Shift Work. The first shift, beginning between 5:00 AM and 2:00 PM will not receive
14 shift differential. Employees assigned to work any shift starting between 2:00 PM and 11:00 PM
15 shall receive second shift differential of .25 cents per hour. Employees assigned to work any shift
16 beginning at 11:00 PM or later shall receive third shift differential of .50 cents per hour. Employees
17 assigned to shifts beginning before 2:00 PM, but with more than 50% of the hours worked occurring
18 after 2:00 PM, shall receive second shift differential for those hours worked after 2:00 PM.
19 Employees assigned to shifts that cross second and third shift, shall receive the shift differential in
20 effect at the time the hours are worked. See examples below:

21 Example 1: Employee begins work at 12:00 noon and works until 9:00 PM. More than 50% of
22 the hours worked occur after 2:00 PM; therefore, the employee will receive second shift differential
23 of .25 cents per hour for the seven hours worked after 2:00 PM.

24 Example 2: Employee begins work at 8:30 AM and works until 7:00 PM. Less than 50% of the

1 hours worked occur after 2:00 PM; therefore, the employee receives no shift differential.

2 Example 3: Employee begins work at 12:00 noon and works until 12:00 midnight. More than
3 50% of the hours occur after 2:00 PM and work hours cross into the third shift; therefore, the
4 employee receives second shift differential for the nine hours worked between 2:00 PM and 11:00
5 PM, and third shift differential for the hour worked after 11:00 PM.

6 Section 5. Procedure For Overtime Assignment. Each department in which overtime is
7 regularly worked shall establish a fair and equitable basis for making overtime assignments so that,
8 consistent with operational efficiency and practicable operations, the following guidelines can be
9 achieved:

10 (a) in cases of prescheduled overtime, all persons in the classification and on the shift who
11 normally perform the work are provided with a reasonably equal opportunity to work
12 the overtime, the process commencing with the senior employees being offered the
13 work;

14 (b) the time period over which equalization of opportunity is spread will depend upon the
15 nature of the work and the frequency of prescheduled overtime;

16 (c) a record will be maintained of prescheduled overtime worked, offered, declined, or not
17 reached, and a current record will be posted on a bulletin board and a copy provided to
18 the Union.

19 (d) if insufficient volunteers are available to work prescheduled overtime, the most junior
20 employees with sufficient qualifications and training to perform the required work will
21 be assigned;

22 (e) at the end of an equalization period, or at any time it is concluded that an employee was
23 not offered his/her fair share of overtime, employees shall receive prescheduled
24 overtime assignments in amounts sufficient to equalize the time offered;

1 (f) in the case of non-prescheduled overtime, employees will be notified as soon as
2 possible that they are being assigned to work non-prescheduled overtime. Non-
3 prescheduled overtime will not be included with the prescheduled overtime record
4 considered in the equalization.

5 (g) In the Public Works Department a separate record of non-prescheduled overtime will be
6 maintained, and provided to the union steward monthly.

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ARTICLE 13

Conflicting Laws

It is understood and agreed that the provisions of this Agreement shall be subordinated to any present or subsequent Federal, State, Municipal, or County law or regulations to the extent that any portion hereof is in conflict therewith, and nothing herein shall require Alachua County to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue the same.

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2 ARTICLE 14

3 Miscellaneous

4 Section 1. Bulletin Boards. Alachua County will provide adequate space on existing bulletin
5 boards on which the Union may post, from time to time, notices to provide information or material
6 relevant to members of the bargaining unit. If the Union desires additional space, it may mount a
7 bulletin board for the posting of its notices at locations agreed upon by management and the Union.
8 Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as
9 management and the Union shall approve. The Union agrees that it will not post notices of a
10 defamatory or inflammatory nature and that the Union's principal officer shall be responsible for all
11 notices posted under this section.

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

14 Section 3. Training. In the event that formalized, departmental, or on-the-job training programs
15 are established, persons selected for training will be chosen on a non-discriminatory basis in
16 accordance with Article 3 of this Agreement. Additionally, the following criteria will be used to
17 select trainees:

- 18 (a) seniority;
19 (b) ability and previous work experience (a work test will be utilized where possible); and
20 (c) performance reviews.

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

23 The Public Works Department will implement an equipment training program for the operation
24 of public works equipment in 2005 after consultation with the Union. A meeting between Public

1 Works and the Union shall be held to discuss the implementation of the training program, no later
2 than January 30, 2005.

3 Section 4 Health and Safety. The following items relating to health and safety will be provided
4 by the County:

5 (a) reimbursement for the purchase of County designated safety shoes upon completion of
6 probationary period; and safety shoes as needed thereafter for all employees required to wear
7 such shoes;

8 (b) employees presently required to wear a uniform shall continue to be required to do so and
9 will have appropriate uniforms or a uniform maintenance service provided to them;

10 (c) all new operational employees in Court Services will receive a hepatitis vaccination;

11 (d) a drug/alcohol test and a annual physical examination for employees permanently assigned to
12 the transfer station; and

13 (e) employees regularly assigned to work with paint, toxic herbicides and/or pesticides will
14 receive an annual ear, nose, throat, eye and respiratory check-up. Employees who receive a
15 check-up as described in Section 6 (e) shall not be drug/alcohol tested.

16 Section 5. All certified Correctional Officers assigned to the Court Services Department shall
17 be provided with the following:

18 (a) all operational employees over age 35 will be required to have a bi-annual drug/alcohol test
19 and a physical exam, the results of which will be made available to the employee and the
20 County;

21 (b) a flashlight and handcuffs will be furnished to each operational employee in the Court
22 Services Department. It shall be the sole responsibility of the employee to maintain equipment
23 in good working condition and to replace said equipment if it is lost, misplaced, stolen or
24 otherwise missing.

- 1 Section 6. Employees who work near chemical plants or other potentially hazardous sites shall
- 2 receive training and instruction on evacuation and safety procedures.

1 ARTICLE 15

2 Wages/Compensation

3 Section 1. Classification and Pay Plan. Effective with the start of the first pay period
4 commencing on or after October 1, 2007 employees covered by this Agreement shall have their base
5 rate pay increased by two (2%) percent as reflected on the new pay plan herein attached as Appendix
6 “A”. Employees covered by this agreement shall have their base rate of pay increased by forty-eight
7 cents (\$.48) per hour, or two percent (2%) which ever is greater. This increase shall be effective on
8 the first pay period commencing on or after the Board approves the contract.

9 Section 2. Pay Plan Adjustment. An employee in a classification whose salary range is adjusted
10 upward shall receive a percentage salary increase equal to the percentage increase of the minimum
11 of the range. If the salary range of a classification is adjusted downward, the salaries of the current
12 employees in that classification will not be affected. The Administrating Official may limit the
13 percentage salary increase for all employees in affected classifications. The Union shall be notified
14 in writing in advance of any proposed adjustment under this section, and shall be given five (5) work
15 days to comment.

16 Section 3. Pay Adjustment for Out-of-Classification Assignment. An employee formally assigned to
17 a higher classification for a minimum of two (2) hours of continuous duty, shall have his/her rate of
18 pay increased by five percent (5%), or to the minimum rate of the higher classification, whichever is
19 greater, for the duration of the assignment, provided that the employee meets the minimum
20 requirements of the higher classification. An employee who is assigned to a higher classification for
21 a minimum of two (2) hours who does not meet the minimum requirements of the higher
22 classification, shall receive a five percent (5%) increase to his/her base rate of pay for the duration of
23 the assignment. The Employer agrees not to suspend production or substitute another employee to
24 preclude the payment of out-of-class pay. A record will be maintained of out-of-class assignments

1 worked. The County will ensure that such assignments are distributed fairly among employees in
2 the bargaining unit.

3 Section 4. Call Out Guarantee. Employees who are called out to work on a day they are not
4 regularly scheduled to work or at a time which is not contiguous to their regular shift, shall be
5 guaranteed two (2) hours of work or pay at their regular rate; provided that an employee who is
6 called out and actually works less than one-half hour, but whose actual time worked plus travel time
7 equals more than two (2) hours, shall be paid for the actual time worked plus travel time.

8 Section 5. Stand-by Pay. In the event an employee is placed on stand-by status, (s)he will be
9 paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she is on stand-by
10 status. Should an employee on stand-by status be called out to work, (s)he will be paid for such
11 work in accordance with Section 5 above.

12 Section 6. Limited Emergency: In the event of the official declaration of an emergency:

13 (a) Employees designated as nonessential and released from duty shall be granted
14 administrative leave for the balance of their normal shift and for such additional time as
15 authorized by the County.

16 (b) Employees designated essential to the operation, who reported to work shall be paid at the
17 straight time rate for all hours actually worked. Hours worked in excess of forty (40) in the
18 week will be paid at the time-and-one-half rate, or other premium rate as may be applicable.

19 (c) In addition, employees designated essential to the operation who reported to work shall be
20 granted straight time compensatory time for the same number of hours given to non-essential
21 employees as administrative leave.

22 (d) Employees on previously approved leave, scheduled holiday, authorized leave without pay,
23 or who called in to request leave during the emergency, shall be charged for the leave.

24 Section 7. Incentive Pay. A regular employee in a classified position, based upon the

1 recommendation of the department director and upon approval of the Administrating Official,
2 may qualify for a \$250.00 lump sum incentive payment upon completion and receipt of a job
3 related certification or license.

4 (a) Professional certifications that are required as minimum qualifications for a position do not
5 qualify for incentive payments.

6 (b) Employees are eligible to receive incentive payments for up to three certifications or
7 licenses not to exceed \$750.00.

8 Section 8. Retention Pay. No more than once during a fiscal year the department director may
9 increase the compensation of any employee or group of employees, up to the midpoint of the
10 salary range of the current classification. Increases beyond the midpoint of the salary range
11 require approval of the Administrating Official. Budgetary constraints must be followed when
12 making compensation decisions. In the event that the department director and/or Administrating
13 Official recommend the increase in compensation of any bargaining unit employee under this
14 Section, the Union shall be notified in writing of the reason or reasons for such
15 recommendations prior to implementation. The Union shall have five (5) work days to comment
16 or request a meeting with the County to discuss such recommendation.

17 Section 9. Promotions/Transfers/Demotion.

18 (a) Promotions: An employee who is promoted will receive a 10% increase to his/her current salary
19 or the base salary of the new position classification, whichever is greater. The department director
20 has the authority to compensate at up to the midpoint of the assigned salary range for the
21 classification. Compensation at greater than the midpoint of the assigned salary range for the
22 classification requires the approval of the Administrating Official. Budgetary constraints must be
23 followed when making compensation decisions.

24 (b) Transfers: If the employee is moving from a higher classification to a lower classification, his/her

1 salary rate of pay is reduced within the lower salary range, at the same percentage above the base, as
2 the salary was set within the higher level classification. If the transfer is within the same
3 classification the employee's salary will stay the same. During an Administrative Transfer, the
4 Administrating Official shall set the salary, which may be lower than the employee's salary prior to
5 the transfer.

6 (c) Demotions: An employee demotion will result in the reduction of an employee's salary.

7 1. A Permanent employee, when involuntarily demoted, shall have his/her rate of pay reduced to a
8 rate within the lower salary range, at the same percentage above the base, as the salary was set
9 within the higher level classification. The employee's rate of pay shall not exceed the maximum rate
10 of pay of the lower position.

11 2. A Permanent employee who is demoted as the result of a layoff shall have his/her rate of pay set
12 new within the salary range which provides for the least decrease in pay possible.

13 3. Failure to meet Promotional Probationary Period. If an employee fails to meet the promotional
14 probationary period, he/she shall be returned to their former position and the salary shall be reduced
15 to the rate prior to promotion. If the employee had been eligible for any increases during the
16 probationary period those will be applied to the rate of pay.

17 Section 10. Lead Worker Status – When an employee is appointed to lead worker status, the
18 employee's salary will be increased by five percent (5%) over current salary.

19 Section 11. Cellular Telephone/Personal Digital Device Reimbursement - Employees who
20 are required to have a cellular telephone (or other communication device, such as a Personal
21 Digital Device (PDA)) will be assigned a County provided device and monthly plan; or will be
22 authorized to utilize their personal communication device, and will receive an allowance to cover
23 the cost of the device and the portion of the service plan utilized for County business.

24 Department Directors will determine which employees are required to have a communication

1 device and if they will be provided with a device and service plan or if they will receive
2 reimbursement for using their personal device.

3 Employees who purchase a personal communication device that will also be used for required
4 County business will receive an allowance for that device that is determined and documented by
5 the department director. The allowance shall not be more than \$100 for a cell phone or \$200 for
6 a PDA and will be paid no more often than once every two years.

7 Employees who utilize their personal communication device for required County business will
8 receive a bi-weekly allowance for the operation of that device. The actual amount of the
9 allowance will be determined by the department director, will be based upon the documented
10 amount of use by the employee and will not exceed \$100 per month.

11 These allowances will be provided as taxable income to staff, but will not be considered part of
12 the employee's base salary or be considered for the calculation of retirement benefits.

13 Detailed information on the calculation of the allowance benefit is contained in the Cellular
14 Telephone Policy in the County Manager's Administrative Procedures.

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1 ARTICLE 16

2 Insurance

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

8 Section 2. Premium Cost. The cost of the premium for health insurance shall be borne a
9 minimum of eighty-five percent (85%) by the County and a maximum of fifteen percent (15%) by
10 the employee for individual coverage, and a minimum of seventy percent (70%) by the County and a
11 maximum of thirty percent (30%) by the employee for dependent coverage.

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

17 Section 4. Retiree Health Insurance Subsidy. The County and Union agree that beginning
18 October 1, 2005 Alachua County will be providing a
19 retiree health insurance subsidy. The amount of the subsidy is based on the number of years service
20 with Alachua County at the time of retirement (\$3.00 for each full year of service). You must have 6
21 years of County employment to qualify for the subsidy. The minimum monthly subsidy is \$18 (if
22 you retire with just 6 years of County employment) and the maximum monthly subsidy is \$90 (if
23 you retire with 30 or more years of service). Retirees in the State's Florida Retirement System
24 (FRS) who have entered into the Deferred Retirement Option Program (DROP) are not eligible to

1 receive the County's health insurance subsidy until their participation in DROP ends. Time in DROP
2 will not count towards years of service for the purposes of this policy. The approval of this retiree
3 health insurance subsidy each year will be based on available funding.

4 Definitions: An Alachua County retiree is defined as, (a) any employee who worked for the Alachua
5 County Board of County Commissioners. (b) who meets the Florida Retirement System's Pension
6 Plan's normal retirement age or service requirements for the employee's class of membership and
7 has retired from employment with Alachua County.

ARTICLE 17

Union Membership

1
2
3 The parties acknowledge that employees are free to become members of the Union and/or
4 engage in Union activity, or to refrain from membership or such activities as provided by Florida
5 Statutes, Chapter 447, Part II; provided that it is understood that the Union, as the certified employee
6 organization, shall not be required to process grievances for employees who are not members of the
7 Union.

1 ARTICLE 18

2 Educational Assistance Program

3 1. General

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

7 2. General Fund

8 a. A central fund for educational assistance will be established by the County to assist qualified
9 employees with educational tuition costs. The employee is eligible for reimbursement as
10 outlined in the Alachua County Employee Policy #5-21, based upon availability of funds. In
11 the event the County changes, adds, deletes, or amends the policy, the County will notify the
12 Union of the intended changes. Copies of the proposed changes will be forwarded to the
13 Union along with the above notification. The Union and the Employer will meet if requested
14 by either party to discuss the proposed changes.

15 3. Eligibility Requirements

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

18 4. Conditions of Approval or Payment

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

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

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

8 d. Eligibility for reimbursement must be established prior to the first day of class.

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

12 5. Application Procedure

13 a. Each application must be presented to an Immediate Supervisor and signed by their
14 Department Director.

15 b. Requests for reimbursement of partial tuition payment must be made on the form provided by
16 the County Human Resources Office. These forms can be obtained at the employee's
17 respective department.

18 c. The request shall be completed and forwarded to the employee's supervisor. The supervisor
19 shall indicate his/her approval or disapproval and forward the form to the Department
20 Director.

21 d. The Department Director shall indicate approval or disapproval of the employee's request
22 based on the employee's planned educational program. The Department Director will then
23 forward the form to the County Human Resources Director for processing.

24 e. The original shall be returned to the employee and a copy shall be retained by the Human

1 Resources Department.

2 6. Method of Payment

3 It shall be the responsibility of the employee to obtain a certificate or proof of grade from the
4 institution indicating the course grades. These grades shall be presented, with the original
5 application form, to the Department Director. The Department Director will indicate approval or
6 disapproval and then forward all material to the Human Resources Office. If conditions for
7 reimbursement have been met, the Human Resources Office shall process a reimbursement payment
8 to the employee.

9 7. Required Courses

10 If an employee is required by the County as part of his/her job, to take either a correspondence
11 course or attend classes, the employee's department shall pay one-hundred(100%) percent of the cost
12 of the course including the cost of books, fees, and special charges except as provided herein.
13 Payment of such classes shall be made in advance of the employee enrolling in the program. All
14 required courses shall first be approved by the Department Head of the employee's respective
15 department.

16 8. Classes on County Time

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

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

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

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

- 1 1. Leave without pay;
- 2 2. Annual vacation leave;
- 3 3. Make up time if work environment permits this flexibility.

4 All such arrangements must be approved in advance in writing by the appropriate Department
5 Head.

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

8 d. Employees may be required to attend courses offered by the County. If such courses are
9 conducted during an employee's normally scheduled off-duty hours, the employee shall be
10 paid at his/her regular rate of pay. Hours spent in classes under these conditions shall be
11 considered as hours worked for the purpose of determining overtime.

12 9. General Provisions

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

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

18 c. If an employee has enrolled in classes under section 4 above and received approval for
19 reimbursement, the County shall make a reasonable effort to allow the employee the opportunity to
20 complete the courses signed up for. In the event the County changes an employee's work schedule
21 which would interfere with the approved course (providing the employee's course cannot be
22 rescheduled) the County shall reimburse the employee for his/her tuition costs, cost of books, and any
23 other directly related educational fees (including supplies and materials). Said reimbursement shall
24 be made upon the authorization of the Department Head.

1 ARTICLE 19

2 Waiver of Bargaining

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

ARTICLE 20

Term

This Agreement shall become effective October 1, 2007, and remain in effect until midnight, September 30, 2010 and shall remain in effect from year-to-year thereafter unless either party shall notify the other in writing of its desire to modify the Agreement. This agreement shall remain in full force and be effective during periods of re-negotiations.

The Union and/or the County may reopen Wages and two (2) other Articles of their choice in 2008 and 2009, upon written notice to the other party of their intention to modify the Agreement.

SIGNATURE PAGE

WHERE UPON the parties have set their hands and seals as of this _____ day of _____, 2008.

ALACHUA COUNTY, FLORIDA

NORTHEAST FLORIDA PUBLIC

EMPLOYEES' LOCAL 630

BY: _____
Randall H. Reid
County Manager

BY: _____
Andy Beamis
Business Manager, Local 630

Glenn Farner
Business Manager, SE Laborers' District Council

BY: _____
Kim Baldry
Human Resources Director

BY: _____
Bruce Clark
Negotiator, Local 630

BY: _____
Pat Juday
Negotiator, Local 630

BY: _____
Louis Camp
Negotiator, Local 630

BY: _____
Gerald Bailey
Negotiator, Local 630

By: _____
Rodney J. Long, Chairman
Alachua County Commission

ATTEST:

By: _____
J. K. "Buddy" Irby
Clerk of Court

Addendum B
DRUG FREE WORKPLACE AND DRUG TESTING POLICY

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

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

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

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

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

Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her eligibility for all worker's compensation medical and indemnity benefits and will be-disciplined.

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

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

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

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

- 1 (a) Pre-employment - Any final candidate for a position within Alachua County shall be
2 required to take a drug urinalysis and/or blood test prior to initial employment. Any
3 applicant whose test results indicate present alcohol or drug abuse will not be hired.
4
- 5 (b) Position Change - Any current employee who is the final candidate for a posted position,
6 whether internal or external, shall be required to take a drug urinalysis and alcohol test
7 prior to the final offer for the new position being extended. Any employee applicant
8 whose confirmed test results indicate present alcohol or drug abuse will not be hired into
9 the new position, and is subject to all other provisions of this policy.
10
- 11 (c) Scheduled physical examination - Any employee who undergoes a full physical
12 examination in accordance with Article XIV shall also be tested for drug and/or alcohol
13 use as part of that examination.
14
- 15 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has
16 used drugs in violation of this policy drawn from specific objective and articulable facts
17 and reasonable inferences drawn from those facts in light of experience. Approval for such
18 testing shall be authorized only by the Human Resources Director. Among other things,
19 such facts and inferences may be based upon;
20
- 21 (1) Observable documented phenomena while at work, such as direct observation of
22 drug or alcohol use or of the physical symptoms or manifestations of being under the
23 influence of a drug or alcohol.
24
 - 25 (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in
26 work performance.
27
 - 28 (3) A report of drug or alcohol use, provided by a reliable and credible source.
29
 - 30 (4) Evidence that an individual has tampered with a drug or alcohol test during his/her
31 employment with the current employer.
32
 - 33 (5) Information that an employee has caused, contributed to, or been involved in an
34 accident while at work
35
 - 36 (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs
37 while working or while on County premises or while operating County vehicles,
38 machinery or equipment.
39

40 If testing is conducted based on reasonable suspicion, the County will immediately
41 document the circumstances which formed the basis of the determination that reasonable
42 suspicion existed to warrant the testing. A copy of this documentation shall be kept
43 confidential by the County pursuant to this policy and shall be retained for at least one (1)
44 year.
45

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

1 (2) year random follow-up testing for a prior positive drug test, the employee will be
2 considered to have failed a second test, and will be subject to disciplinary action in
3 accordance with this policy. The County will transport the employee to the testing facility.
4

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

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

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

20 (3) Reasonable Suspicion - Same as for other employees.
21

22 (4) Random - Employees will be tested for alcohol and drugs on a random unannounced
23 basis just before, during or just after operating a commercial motor vehicle. Not less
24 than twenty-five percent (25%) of the total number of employees in covered positions
25 will be tested for alcohol in the first year and fifty percent (50%) for drugs the first
26 year. The number to be tested in subsequent years will conform with federal rules.
27 Each driver shall be chosen using a scientifically valid random method and shall have
28 an equal chance each time selections are made.
29

30 (5) A confirmed blood alcohol level of .02%, but less than .04% will require that the
31 employee be removed from performing all duties requiring a CDL for a minimum of
32 eight (8) hours, or until a re-test shows the employee's blood alcohol content has
33 dropped below .02%. If an employee has a confirmed blood alcohol level of .04% or
34 greater, the employee may not return to a function requiring a CDL until, at a
35 minimum:
36

37 (1) the employee undergoes an evaluation, and where necessary, treatment; and
38

39 (2) a Substance Abuse Professional (SAP) determines that the employee has
40 successfully complied with any recommended treatment; and
41

42 (3) the employee's blood alcohol content is less than .02% on a return-to-duty test.
43

44 (6) Follow-up - Same as for other employees except that at least six (6) tests will be
45 conducted in the first twelve (12) months after an employee returns to duty.
46

47 All testing under section (f) shall comply with the provisions of the Omnibus Act and
48 federally adopted rules.
49

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

3
4 (a) The County may test for any or all of the following:

5
6 Alcohol
7 Amphetamines
8 Cannabinoids
9 Cocaine
10 Phencyclidine
11 Methaqualone
12 Opiates
13 Barbiturates
14 Benzodiazepines
15 Methadone
16 Propoxyphene
17

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

23
24 Alcohol (CDL holders only) .02% (by breath alcohol testing)
25 Alcohol (all other testing) .05g% (by blood)
26 Amphetamines 1000 ng/ml
27 Cannabinoids 50 ng/ml
28 Cocaine 300 ng/ml
29 Phencyclidine 25 ng/ml
30 Methaqualone 300 ng/ml
31 Opiates 300 ng/ml
32 Barbiturates 300 ng/ml
33 Benzodiazepines 300 ng/ml
34 Methadone 300 ng/ml
35 Propoxyphene 300 ng/ml
36

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

40
41 (c) Confirmation Test - All specimens identified as positive on the initial tests shall be
42 confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or an
43 equivalent or more accurate scientifically alcohol will be confirmed using gas
44 chromatography. All confirmations shall be done by quantitative analysis. The following
45 confirmation cutoff levels shall be used when analyzing specimens to determine whether
46 they are positive or negative for these drugs or metabolites. All levels equal to or exceeding
47 the following shall be reported as positive:

48
49 Alcohol (CDL holders only) .02% (by breath alcohol testing)

1	Alcohol (all other testing)	.05g%	(by blood)
2	Amphetamines	500	ng/ml
3	Cannaabinoids	15	ng/ml
4	Cocaine	150	ng/ml
5	Phencyclidine	25	ng/ml
6	Methaqualone	150	ng/ml
7	Opiates	300	ng/ml
8	Barbiturates	150	ng/ml
9	Benzodiazepines	150	ng/ml
10	Methadone	150	ng/ml
11	Propoxyphene	150	ng/ml

12
13 These levels will remain in effect until such time as they are revised by Federal Legislation
14 or State Statute. All new levels will become effective the date specified within the related
15 legislation.

16
17 (d) The laboratory shall report test results to a medical review officer chosen by the County
18 to act on its behalf. These results shall be reported within seven (7) working days after
19 receipt of the specimen by the laboratory. The laboratory shall transmit results to the
20 medical review officer (MRO) in a manner designated to ensure confidentiality of the
21 information. Unless otherwise requested by the County or the employee that records be
22 retained for a longer period of time, all records pertaining to a given specimen shall be
23 retained by the laboratory for a minimum of two (2) years.

24
25 (e) Within five (5) working days after receipt of a positive confirmed test result from the
26 MRO, the County shall inform the employee in writing of such positive test results, the
27 consequences of such result, and the options available to the employee. Notification shall be
28 mailed certified or hand delivered. Absent extenuating circumstances, mailed notification
29 shall be deemed received by the employee when signed for, or seven (7) calendar days after
30 delivery, whichever occurs first. A copy of the test results will be provided to the employee
31 with this notification.

32
33 **Section 6. Employee Challenges and Option to Retest.** Within five (5) working days after
34 receiving notice of a positive confirmed test result from the County, the employee may submit
35 information to the Human Resources Office explaining or contesting the test results and why the
36 results do not constitute a violation of this program. The employee will be notified in writing if the
37 explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or
38 delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's
39 explanation or challenge and will state why the employee's explanation is unsatisfactory. All such
40 documentation will be kept confidential and will be retained for at least one (1) year.

41
42 An employee may make a legal challenge pursuant to Statute or grieve employment decisions made
43 pursuant to this program in accordance with Article XI. When an employee initiates the grievance
44 process, it shall be the employee's responsibility to notify the Human Resources Director and the
45 laboratory in writing that such a grievance has been filed, reference the chain of custody specimen
46 identification number, and request that the sample be retained by the laboratory until final
47 disposition of the grievance.

48
49 During the one hundred and eighty (180) day period following the employee's receipt of a positive

1 test result, the employee may request that a portion of the original specimen be retested, at the
2 employee's expense. The retesting must be done at another State licensed or NIDA approved
3 laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.
4

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

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

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

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

23 The County will not dismiss, discipline or discriminate against an employee solely upon the basis of
24 an employee voluntarily seeking treatment for an alcohol or drug problem. However, appropriate
25 disciplinary action will be taken if the employee has previously tested positive for a drug and/or
26 alcohol use, and has sought treatment through the EAP or entered a drug and/or alcohol
27 rehabilitation program for drug related problems while in the County's employ.
28

29 **Section 8. Violations and Continued Employment.** Employees who violate this Drug Free
30 Workplace Policy with a first time positive confirmed drug and/or alcohol test will be referred to the
31 County EAP or other community alcohol and drug rehabilitation programs as appropriate. However,
32 use of the EAP or other rehabilitation resources will not prevent the County from taking appropriate
33 disciplinary action for violations of other County policies. Employees referred to the EAP or other
34 rehabilitation program as a result of a first violation will be allowed to continue employment with
35 the County provided that:
36

- 37 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of
38 treatment and counseling prescribed; and
39
- 40 (2) They immediately cease any and all abuse of alcohol or drugs; and
41
- 42 (3) They consent in writing to periodic unannounced testing in accordance with Section
43 4(e) of this Article for a period of up to two (2) years after returning to work or completion
44 of any rehabilitation program, whichever is later. If the employee separates employment
45 prior to completing the mandatory two (2) year random follow-up testing, he/she will be
46 required to complete that testing if re-hired by the County.
47
- 48 (4) They pass all drug tests administered under this program.
49

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

2
3 Failure to meet any of the above conditions, or a second confirmed positive drug and/or alcohol test
4 will result in dismissal from employment. Any employee terminated for a second confirmed
5 positive drug and/ or alcohol test during the two (2) years of periodic unannounced testing, will not
6 be eligible to reapply for employment with the County for a time period of one hundred-eighty (180)
7 days.
8

9 _____
10 Randall H. Reid
11 County Manager

Andy Beamis
Business Manager, Local 630

12 _____
13 _____
14 Date

Date

15 _____
16 _____
17 Kim Baldry
18 Human Resources Director

Date

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

6 I hereby acknowledge that I have received a copy of Alachua County Board of County
7 Commissioner's Drug Free Workplace and Drug Testing Program packet and/or a copy of the union
8 article.
9

10 I further state that I have read or will read, or have had or will have read to me, all sections of this
11 Drug Free Workplace and Drug Testing Program prior to any testing being performed. As a final
12 applicant, I understand that violation of any provision of this policy may lead to withdrawal of offer
13 of employment. As a County employee in a state-regulated classification, I understand that violation
14 of any provision of this policy may lead to disciplinary action up to and including termination of
15 employment, even for a first offense. I also understand that violation of any provision of this policy
16 may result in the forfeiture of workers' compensation benefits.
17

18 Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt,
19 constitutes or implies a contract of employment or a guaranteed right to recall.
20

21 I hereby authorize the records custodian for the drug testing facility to release only to the Alachua
22 County Human Resources Office and/or Risk Management Office all information and records
23 relating to drug tests performed on any specimens provided by me as a post-offer candidate,
24 Commercial Driver's License (CDL) holder or current employee of Alachua County, including any
25 and all records, charts, reports, notes, test results, documents and correspondence. I understand that
26 Alachua County, the laboratory conducting the drug and/or alcohol test, the Medical Review Officer
27 (MRO) and other medical providers may be aware of my test results and will keep them confidential.
28

29 I understand that my test results as a post-offer candidate, CDL holder or current employee of
30 Alachua County will be provided to the Alachua County Risk Management Office and other
31 supervisory staff.
32

33 _____
34 Employee or Final Candidate Signature

Employee Name Printed

35 _____
36 _____
37 Date of Birth

Date/Time Signed

38 _____
39 _____
40 Department

Position

41 _____
42 _____
43 Witness

44
45 **For Final Candidates Only:**

46 I understand that my post-offer drug and/or alcohol test is scheduled with
47 _____, located at _____, Gainesville,
48 Florida, on _____ at _____.
49