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COLLECTIVE BARGAINING AGREEMENT

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between

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

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and

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LOCAL #3852

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INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

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October 1, 2007- September 30, 2010

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AGREEMENT

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This AGREEMENT is collectively made and entered into as of January 22, 2008, and will become effective on October 1, 2007, by and between ALACHUA COUNTY and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1214, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

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ARTICLE 1

Recognition

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

1 ARTICLE 2

2 Management Rights

3 Except as expressly limited by other Articles of this Agreement, the County shall have
4 the exclusive right to manage the facilities, services, and business of the County, and direct
5 the working 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
7 operations; to assign work and schedule the working hours; to determine the extent to which
8 County services will be performed by County employees or by contract providers, provided
9 that the Union shall be notified and allowed an opportunity for discussion and consultation
10 prior to any sub-contracting of County services which would affect members of the
11 bargaining unit; to hire, train, promote, demote, and transfer employees; to suspend,
12 discipline or discharge for just cause and to lay off employees for lack of work or for other
13 legitimate reasons; to make and enforce rules of conduct and regulations; to introduce new
14 methods, materials, or facilities, to establish new job classifications and eliminate job
15 classifications, provided that the Union will be notified and allowed an opportunity for
16 discussion and consultation prior to the establishment of a new classification or elimination
17 of classifications affecting the bargaining unit; and to assign overtime work.

1 ARTICLE 3

2 Non-Discrimination

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

5 "It is against the public policy of this state for
6 the governing body of any county or municipal
7 agency, board, commission, department, or office,
8 solely because of the race, color, national origin, sex,
9 handicap, or religious creed of any individual, to
10 refuse to hire or employ, to bar, or to discharge from
11 employment such individuals or to otherwise
12 discriminate against such individuals with respect to
13 compensation, hire, tenure, terms, conditions, or
14 privileges of employment, if the individual is the most
15 competent and able to perform the services required."
16

17 Any claim or charge of discrimination may be processed through the grievance
18 procedure provided for in this Agreement but shall not be brought to arbitration unless the
19 grievant(s) signs a statement electing to have the matter brought to arbitration exclusively
20 and waiving any right thereafter to file charges with any state or federal board, commission,
21 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.

ARTICLE 5

Jury Duty - Witness Duty

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

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

1 ARTICLE 6

2 Check-off of Dues

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

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

10 (b) the employee is terminated;

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

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

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

ARTICLE 7

Seniority

Section 7.1. Definition.

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

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

Section 7.2. Probationary Employees.

A new employee shall be considered a probationary employee for twelve (12) months after which seniority shall date back to the date of hire as a permanent employee. During such probationary period, a probationary employee shall not have seniority and may be laid off, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this agreement. Employees who receive a promotion, or who transfer to a different classification, shall be on probation in that classification for a period of six (6) months after which, if they are not retained, they shall be returned to their former classification if it exists and there is a vacancy available. The position from which the employee has been promoted or transferred will not be permanently filled for six (6) months unless operational needs require that it be filled. If the promoted or transferred employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure

1 outlined in Article 7, Section 6 of this Agreement.

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

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

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

9 (c) seniority.

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

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

16 Section 7.4. Job Posting. Notice of a vacancy in an existing position which may be
17 filled by an employee covered by this Agreement shall be posted for a period of ten (10)
18 working days on the County's website. The County may elect not to post each individual
19 position vacancy for EMT/Paramedic/Firefighter classifications in order to fill a position
20 from a list of applicants that has been prepared from previous postings and recruitments, or
21 from the Special Recruit program.

22 Section 7.5 Eligibility Promotional/Hiring List. An Eligibility Promotional hiring list
23 will be used to fill non-entry level positions.

24 Under the following guidelines an assessment process shall be utilized. If funding is
25 available the process will be facilitated by a professional entity contracted by the department.

- 1 (a) The process will be conducted on a two (2) year cycle for each classification, unless
2 the Eligibility List expires.
- 3 (b) The department will conduct testing and develop a new department Eligibility List
4 prior to the expiration date of the current list, however if the list is exhausted, testing
5 will be conducted and a new Eligibility list created within sixty (60) days.
- 6 (c) All listing of testing reference material will be made available to all applicants as a
7 part of the initial job vacancy announcement.
- 8 (d) The Eligibility List will be utilized for promotions and out-of class assignments.
9 Personnel on the eligibility list shall be required to perform in an out of class
10 assignment for the duration of that list. An employee who receives a disciplinary
11 action for the second occurrence of a Group I offense or a disciplinary action for the
12 first occurrence of a Group II or a Group III offense while on an Eligibility List shall
13 be removed from that list. The employee shall be eligible to test for placement on
14 any subsequent Eligibility Lists.

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

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

1 (5) days of the notification and the process completed within fourteen (14) days after the
2 notification.

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

12 (a) Layoff:

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

1 lower classification. An employee who is reduced to a lower classification shall be
2 compensated at their current wage, unless the employee's current wage exceeds the
3 maximum wage for the lower classification. If so, the employee shall receive the
4 maximum wage of the lower classification.

5 2. Entry Level Firefighter Positions: When employees in non-entry level positions
6 exercise their right to replace employees in lower level positions, employees in the
7 entry level firefighter positions will face layoff. At the entry level firefighter level,
8 an employee's disciplinary action record will determine the order of layoff. An entry
9 level firefighter with an official record of discipline for Group I level offenses within
10 the past three (3) years, or Group II level offenses within the past five (5) years, or
11 any Group III level offense, will be laid off first, regardless of seniority. In the event
12 entry level firefighters have disciplinary records, the order of layoff will be
13 determine by the severity and number of disciplinary actions, and employees with
14 more serious disciplinary actions being laid off first. In the event entry level
15 firefighters have similar disciplinary records, the least senior employee with the
16 similar disciplinary record shall be laid off. If none of the entry level firefighters
17 have disciplinary records as described above, the least senior firefighter shall be laid
18 off.

19 (b) Recall:

20 1. Reduced Employees: If within thirty-six (36) months of employees being reduced
21 to a lower level classification to avoid layoff, a position in the classification from
22 which the employees were reduced becomes available the employees who were
23 reduced shall be recalled to that position in reverse order in which they were
24 reduced. All employees who have been reduced will be placed on the current
25 promotional/hiring list for the position from which they had been reduced. These
26 employees will be eligible for out of class assignments in the higher classification

1 and will be subject to the requirements for remaining on that list. It is understood
2 that employees who have been reduced and have not been recalled within the thirty-
3 six (36) recall period will be required to re-apply and go through the
4 promotional/hiring process in order to return to the position from which they were
5 reduced.

6 2. Laid Off Employees: If within twelve (12) months of the employees being laid
7 off, a position in the classification from which the employees were laid off becomes
8 available, the employees who were laid off shall be recalled to that position in
9 reverse order in which they were laid off. Laid off employees shall be recalled after
10 all reduced employees are recalled. Employees who at the time are on a
11 Promotion/Eligibility List for the recalled classification shall not receive a promotion
12 until all reduced and/or laid off employees are reinstated in the classification. It is
13 understandable that an employee who has been laid off must re-apply, or go through
14 the promotional/hiring process if he/she has not been recalled within the twelve (12)
15 month period.

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

20 Section 7.7. Loss of Seniority. Seniority and the employment relationship shall be
21 broken and 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
25 County; unless notification would have been impossible;

26 (d) is laid off and fails to return to work within seven (7) calendar days after having been

1 recalled in writing by certified mail with return receipt requested, addressed to the
2 last known address of record unless there is a reason, acceptable to the County, for
3 such failure;

4 (e) is laid off or is absent from work in the case of sickness or illness or injury incurred
5 on the job for twenty-four (24) consecutive months or one-half (1/2) of the
6 employee's seniority at the time of layoff, illness or injury, whichever is lesser;

7 (f) fails to report for work at the termination of a leave of absence or extension thereof;
8 or

9 (g) accepts gainful employment without permission while on leave of absence.

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

ARTICLE 8

Leaves of Absence

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

Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family

1 residing with him or her (except in the case of children, step-children, parents, step-parents,
2 and current parents-in-law, in which case there will be no residency requirement), necessary
3 doctor's appointments, injury, disability, pregnancy, or for quarantine by health authorities or
4 a physician. Employees may be required to supply proof of sickness, injury or disability, in
5 accordance with (b) below or upon other evidence of abuse. If an employee is sent to a
6 physician of the County's choosing for such purpose, the County will pay the expenses
7 thereof. Utilization of sick leave will be implemented according to the following definitions:

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

10 (b) Abuse of sick leave:

11 1. Use of more than two (2) instances of sick leave in a ninety (90) day period,
12 without medical certification.

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

15 3. Any combination of 1 and 2 above.

16 (c) Critical attendance employee:

17 1. Any employee who abuses sick leave will be notified in writing that he/she will
18 be placed on a critical attendance list for three (3) months during which time medical
19 certification will be required for approval of sick leave. After the three (3) month
20 period attendance will be re-evaluated.

21 2. If at the time of reevaluation, sick leave use has reached acceptable standards the
22 employee shall be removed from the critical attendance list and provided written
23 notice.

24 Section 8.3. Leave for Workers' Compensation Injury. If an employee sustains a job-
25 related injury s(he) shall be entitled to Workers' Compensation payments in accordance with
26 the laws of the State of Florida. In addition, an employee may utilize available sick or

1 vacation leave to supplement Workers' Compensation payments. In no instance shall this
2 combination exceed one-hundred percent (100%) of the employee's regular base rate.

3 Section 8.4. Short-Term Military Leave. Short-term military leave shall be granted for
4 purposes of attending military training in accordance with Chapter 115, Florida Statutes. An
5 employee in the United States Reserve Forces or National Guard shall be granted military
6 leave for training purposes with full pay and without loss of benefits. Such military leave
7 shall not exceed seventeen (17) working days (maximum 12-hour day) in a calendar year. A
8 request for short-term military leave shall be submitted to the appropriate supervisor on a
9 Leave Request Form, with or followed by proper documentation as soon as possible.

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

1 Long-term military leave for other purposes shall be without pay, unless an exception is
2 granted by the Administrating Official for unusually compelling circumstances. An
3 employee who is granted long-term military leave shall retain seniority rights. A request for
4 long-term military leave shall be submitted to the appropriate supervisor on a Leave Request
5 Form, accompanied by proper documentation, including military orders, as soon as possible.

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

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

23 Section 8.8. Union Leave of Absence without Pay. Members elected to Union positions
24 or appointed by the Union to perform work which takes them from employment with the
25 County shall, upon written request, receive leave of absence without pay for the term of
26 office or up to a period not to exceed one (1) year, whichever is greater, and said leave shall

1 be renewable for an additional year period. Employees desiring leave under this Section
2 shall notify the County two (2) weeks in advance of the date on which such leave is to
3 become effective and shall specify the facts giving rise to the request. If it is impossible to
4 give two (2) weeks notice, the County will waive the two (2) week requirement. No more
5 than two (2) employees in any department shall be off on leave under this Section at any one
6 time unless mutually agreed upon by the parties. Union leave of absence shall be limited to:
7 conventions, grievance hearings, contract negotiation, officers to attend regular monthly
8 business meetings, and other Union business mutually agreed upon by the County and the
9 Union. Seniority shall accumulate during such leave. Such leave of absence shall not be
10 arbitrarily or capriciously denied. Nothing herein shall preclude the use of accrued vacation
11 time for union officials to conduct union business that ordinarily would be uncompensated
12 time.

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

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

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

14 Section 8.11. Bereavement Leave. An employee who has a death in his/her immediate
15 family will be granted a bereavement leave of up to five (5) consecutive days and not to
16 exceed forty-eight (48) work hours. Bereavement leave will not be charged to accrued
17 vacation or sick leave. Immediate family is described as father, mother, step-parents,
18 spouse, children, step-children, current father-in-law, current mother-in-law, brother, sister,
19 current brother-in-law and sister-in-law, current son-in-law and daughter-in-law,
20 grandparents, step-grandparents, current grandparents-in-law, grandchildren, legal guardian,
21 and certified domestic partner. Documentation may be required as a condition for approval
22 of bereavement leave. The Administrating Official may approve a longer period of
23 bereavement leave.

24 Section 8.12. Attendance Award. Full-time, permanent employees hired prior to June 1
25 of the calendar year, whose sick leave and/or leave without pay hours for that calendar year
26 do not exceed sixteen (16) hours for those employees working an eight (8) hour shift, or

1 forty-eight (48) hours for employees working a fifty-six (56) hour shift, shall be credited
2 with a one-half (1/2) shift of Attendance Award for outstanding attendance. In the event an
3 employee does not utilize any sick leave or leave without pay, (s)he shall be credited with
4 Attendance Award equal to one (1) of the employee's regular shifts. Attendance Award shall
5 be taken at a time mutually convenient to the employee and the department, shall require
6 prior supervisory approval, and shall be used in the subsequent calendar year.

ARTICLE 9

Vacations

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

BI-WEEKLY PAY PERIODS

<u>Length of Service</u>	40-Hour Work Week Bi-Weekly <u>Accrual</u>	56-Hour Work Week Bi-Weekly <u>Accrual</u>
Less than 1 year	3.24	4.53
1 year but less than 5	3.85	5.38
5 years but less than 10	4.62	6.46
10 years but less than 15	5.38	7.54
15 years but less than 20	6.92	9.69
20 years but less than 25	8.46	11.85
25+ years	9.23	12.92

Employees are not eligible to use or be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this article. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn vacation hours on a pro-rated basis (percentage of a forty (40) hour week times the appropriate accrual rate), and shall accrue provided the employee is in active pay status for at least seventy-five percent (75%) of the pay period.

Section 9.2. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate for the number of hours the employee would have worked during the week(s) he or she would have worked had vacation not been taken, for employees with regular weekly schedules of forty (40) hours. For employees with average, regular weekly schedules of forty-eight (48) or fifty-six (56) hours, vacation pay shall be calculated at the

1 employee's regular straight time rate for the first forty (40) hours and time and one-half (1/2)
2 for all hours over forty (40) in that work week.

3 Section 9.3. Selection of Vacations. Schedules of the available vacation periods for the
4 next calendar year, including all fifty-two (52) weeks of each year, will be posted by October
5 1st of the preceding year. The department must receive all bids by November 1st of the year.
6 Vacations will be bid by seniority. The vacation bid calendar must be posted by November
7 30th. The number of employees permitted to take vacation at any one time will be ten
8 percent (10%) of the minimum staffing level. Rounded to a higher whole number at five 5
9 tenths (.5) or higher. Minimum staffing level does not include staffing positions. No
10 employee may bid more than a total of twenty (20) shifts off during the vacation bidding
11 process. For purpose of this section, vacation shifts that are bid may be comprised of
12 vacation hours, compensatory hours or floating holidays. A shift is one (1) instance of leave
13 regardless of number of hours, not to exceed eight (8) for forty (40) hour employees, twelve
14 (12) for forty-eight (48) hour employees, or twenty-four (24) for fifty-six (56) hour
15 employees.

16 Section 9.4. Utilization of Vacation. Employees assigned to a forty (40) hour work
17 week shall be allowed to accrue vacation leave with no cap during the calendar year, but will
18 only be allowed to carry two-hundred and eighty (280) hours of vacation over to the next
19 calendar year. Employees who terminate shall be paid for any accrued vacation earned to
20 the date of termination but not taken, up to a maximum of two-hundred and eighty (280)
21 hours. Employees assigned to a forty (40) hour work week may take vacation in increments
22 of two (2) hours if they give notice no later than as required by Telestaff and the request is
23 otherwise approved. Employees assigned to a forty-eight (48) hour work week shall be
24 allowed to accrue vacation leave with no cap during the calendar year, but will only be
25 allowed to carry three-hundred and thirty-six (336) hours of vacation over to the next
26 calendar year. Employees who terminate shall be paid for any accrued vacation earned to the

1 date of termination but not taken, up to a maximum of three-hundred and thirty-six (336)
2 hours. Forty-eight (48) hour employees may take vacation in increments of four (4) hours if
3 they give notice not later than ninety-four (94) hours prior to the start of the requested leave.
4 Employees assigned to a fifty-six (56) hour work week shall be allowed to carry three
5 hundred ninety two (392) hours of vacation over to the next calendar year. Employees who
6 terminate shall be paid for any accrued vacation earned to the date of termination but not
7 taken, up to a maximum of three hundred ninety-two (392) hours. Fifty-six (56) hour
8 employees may take vacation in increments of eight (8) hours if they give notice no later
9 than as required by Telestaff and the request is otherwise approved. Vacation time and
10 compensatory time may be used for unscheduled purposes after the start of the employee's
11 assigned shift, upon approval of the Deputy Chief or his/her designee and with as much
12 notice as is practical, provided there is sufficient staffing personnel to cover the shift and no
13 overtime is generated. Vacation time, floating holidays, and compensatory time may be used
14 for unscheduled purposes with approval of the District Chief when contacted by telephone
15 after 0700, but no later than 0730, immediately prior to the beginning of the employee's
16 assigned shift provided there is sufficient staffing personnel to cover the shift and no
17 overtime is generated. The Deputy Chief or his/her designee may approve emergency leave
18 (vacation, compensatory time, and floating holiday) outside the provisions of Article 9,
19 Section 4 for unscheduled purposes. Vacation may be utilized after the successful
20 completion of the first six (6) months of employment to meet Departmental education
21 requirements for continued employment or for any courses required for promotional
22 purposes.

23 Section 9.5. Compensatory Time. An employee assigned to this Bargaining Unit Pay
24 Plan may elect to receive compensatory time off in lieu of overtime pay for hours worked in
25 excess of the employee's regularly scheduled hours that week. Forty (40) hour employees
26 may elect to receive compensatory time for hours worked over forty (40) in a work week.

1 Forty-eight (48) hour employees may elect to receive compensatory time for hours worked
2 over forty-eight (48) in a work week. Fifty-six (56) hour employees may elect to receive
3 compensatory time for hours worked over forty-eight (48) or seventy-two (72) in a work
4 week, dependent upon the hours scheduled for that week. Such compensatory time is
5 awarded at the rate of one and one-half (1 ½) hours of time off for each hour of overtime,
6 with a maximum accrual of two hundred forty (240) hours. Once the maximum hours are
7 reached, compensation for overtime will be made in cash.

8 An employee who earns overtime, but chooses to accrue compensatory time in lieu of
9 overtime payment, must elect to do so in writing by completing an Election of Compensatory
10 Time form which must be completed no later than the last working day in the pay period in
11 which overtime occurs. An employee who fails to complete this form within the prescribed
12 time will have overtime hours reported on the time sheet for the pay period in which it was
13 earned and will receive overtime pay. Compensatory time off must be scheduled with
14 supervisory approval and at a time mutually convenient to the employee and the department.
15 If an employee terminates employment or transfers to another department, the compensatory
16 time balance will be paid at the time of termination or transfer. Such cash payment shall be
17 paid at a rate which is the higher of either the final hourly rate or the average regular hourly
18 rate received during the last three (3) years of employment.

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

6 Memorial Day (last Monday in May)

7 Independence Day

8 Labor Day

9 Veterans' Day

10 Thanksgiving Day

11 Friday after Thanksgiving

12 Christmas Eve (observed on the last workday before Christmas)

13 Christmas Day

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

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

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

22 Section 10.3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a
23 regular workday for an employee and if (s)he is permitted to be off that day due to the
24 holiday, (s)he shall be paid for the number of hours (s)he would have worked in a normal
25 work shift at his/her regular straight time rate provided (s)he works at least fifty percent
26 (50%) of the regularly scheduled workday immediately preceding the holiday and

1 immediately following the holiday, unless the employee is absent on either day with a
2 satisfactory excuse.

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

7 Section 10.4. Holiday Work. In the event an employee is required to work on any of the
8 recognized holidays, he or she will be paid his/her regular hourly rate at a multiplier of two
9 (2). If any of the hours worked on that holiday exceed forty (40) hours in that work week,
10 those hours shall be paid at a multiplier rate of two and one-half (2 ½).

11 Section 10.5. Holiday During Vacation. In case a holiday is observed on any day during
12 an employee's vacation, an additional eight (8) hours for forty (40) hour employees, twelve
13 (12) hours for forty-eight (48) hour employees, and or-twelve (12) twelve hours for fifty-six
14 (56) hour employees pay shall be allowed for each such holiday.

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

ARTICLE 11

Grievance Procedure

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

No grievance shall be entertained or processed unless it is commenced within five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grievable, (s)he may do so in which event the employee will have two (2) days in which to speak with management and the time limits for filing a grievance will commence on the third (3rd) day. If a grievance is not filed within the time limits for the next step of the grievance process, it shall be deemed settled on the basis of the last answer of the County. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

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

Step 1: The employee or union shall present the grievance in writing to the Deputy Chief with or without a Union Officer as the employee may choose. The Deputy Chief must respond in writing to the grievance within five (5) working days of the receipt of the Grievance.

Step 2: If the employee or Union is not satisfied with the written answer of the supervisor at Step 1 or if no answer has been given within five (5) working days, then the grievance shall be presented to the Department Head within five (5) working days of the supervisor's answer or failure to supply a timely answer. The Department Head or his designee shall, within five (5) working days of receipt of the written grievance, meet

1 with the employee and a Union representative unless such meeting has
2 been waived. After such a meeting is held, the Department Head must
3 answer the grievance in writing within five (5) working days of the
4 meeting.
5

6 Step 3: If the Union or employee is not satisfied with the written answer of the
7 Department Head, or if no written answer is rendered by the Department
8 Head on a timely basis, then the Union or employee may, within five (5)
9 working days of the Department Head's answer or of the failure of the
10 Department Head to supply a timely answer, file the grievance to the
11 County Manager or designee. The County Manager or designee must
12 meet with a Union representative within ten (10) working days of receipt
13 of the appeal. The County Manager shall answer the grievance in writing
14 within ten (10) working days of the meeting.
15

16 Step 4: If the Union is not satisfied with the written answer of the County
17 Manager or designee or if no timely written answer is rendered, the
18 Union Officer shall submit a written request, signed also by the grieving
19 employee(s), filing the grievance to arbitration within thirty (30) working
20 days of the answer or failure of timely answer.
21

22 In the case of filing the grievance to arbitration, the Union shall have one
23 hundred twenty (120) calendar days from the date of the letter sent by the
24 County acknowledging the request to proceed to arbitration, to draft the
25 join request for an arbitrator.
26

27 In case of discharge or termination, Step 1 will be waived if the grievance has been timely
28 filed. All original grievance documents will be returned to the filing union steward.

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

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

38 The award of the arbitrator shall be final and binding on the County, the Union, and the
39 employee(s) involved, but in no event shall it be retroactive prior to the date the grievance

1 became known to the grievant. The expenses of arbitration, including the arbitrator's fee,
2 shall be shared equally by the County and the Union.

3 Section 11.4. Performance Review Grievance. Non-probationary employees who
4 receive an "unacceptable" or "below expectations" performance review rating may file a
5 grievance concerning that performance review as provided for in this Article, and if the
6 grievance is presented to an arbitrator, the standard for review shall be whether the
7 "unacceptable" or "below expectations" performance review is arbitrary, capricious, and
8 unjust. If the arbitrator rules that it is arbitrary, capricious and unjust, then it shall be
9 removed from the employee's file. If the arbitrator rules that it is not arbitrary, capricious
10 and unjust, the "unacceptable" or "below expectations" performance review shall stand.

11 Section 11:5. Untimely Performance Reviews.

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

14 1. LEVEL 1. If a performance review is not completed on time, the employee
15 may 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
17 initiation of LEVEL 1, the employee may present a written appeal to the
18 County Manager.

19 3. LEVEL 3. In the case of annual performance reviews, if the employee is not
20 satisfied with the resolution at LEVEL 2, (s) he may file a written grievance
21 at Step 3 under section 1 of this Article within seven (7) days of the notice of
22 resolution at LEVEL 2.

23 B. If the employee feels that performance review factors in the current review
24 instrument do not accurately reflect the duties assigned to his/her position, (s)he may
25 request a copy of the performance review form and reexamination of the
26 performance review instrument by the Human Resources Manager. Such request

1 must be made prior to the completion of the performance review.

2 Section 11.6. Union Representation. The union will not be required to process
3 grievances for non-dues paying members. The union will be provided a copy of all
4 grievance responses.

1 ARTICLE 12

2 Hours of Work and Overtime

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

6 Section 12.2. Workday; Workweek. The normal workday shall consist of eight (8)
7 hours exclusive of lunch and the normal workweek shall consist of five (5), eight (8) hour
8 days. Some employees may be assigned to normal workdays of ten (10) hours each with a
9 normal workweek of four (4), ten (10) hour workdays. Some employees may be assigned to
10 a normal workday of twenty-four (24) hours with an average normal workweek of fifty-six
11 (56) hours. Some employees may be assigned to normal work days of twelve (12) hours
12 each, with a normal workweek of four (4), twelve (12) hour workdays.

13 Section 12.3. Overtime Compensation. In the event an employee is required to work
14 beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate
15 of time and one-half (1/2) the employee's regular straight time rate provided the employee
16 actually works his or her normal workweek. All payments for overtime must be authorized
17 by the Division or Department Head. Employees who work more than the normally
18 scheduled hours on any workday(s) shall not be required to work a changed schedule during
19 the workweek for the purpose of avoiding overtime compensation in that workweek.
20 Vacation, sick and compensatory time used shall count as hours worked for the purpose of
21 determining overtime.

22 Section 12.4. Shift Work. Employees of the County who are assigned to work the third
23 work shift (any full work shift between 11:00 p.m. and 8:00 a.m.) shall be paid an additional
24 \$.25 per hour.

25 Section 12.5. Procedure for Overtime Assignment. The Fire Rescue department shall
26 establish a fair and equitable basis for making overtime assignments. In an effort to achieve

1 this goal, the Department will utilize Telestaff to offer overtime assignments and maintain
2 the Department's schedule. It is understood that a scheduling protocol will be written that
3 will ultimately be added to this article. Neither the Union nor the Department shall modify or
4 alter the rules governing the Telestaff program unless prior written authorization is agreed
5 upon by both parties.

6 (a) Employees with an approved FMLA issue have the right to defer mandatory
7 overtime. The employee will be contacted and advised he/she is up for mandatory
8 overtime and at that time the employee may defer or accept the mandatory time. If
9 the employee defer he/she shall remain at the top of the mandatory list in that
10 classification. Employees attending departmental required school for continued
11 employment have the right to defer mandatory overtime on days of class or clinical
12 time. This exception shall only be used for paramedic school of fire school as
13 required of new employees. If the employee defer he/she will remain at the top of
14 the mandatory list in that classification.

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

19 (c) An employee may request to be added to the "OT Do Not Contact" group by
20 contacting, via-e-mail, the appropriate District Chief; however, this does not remove
21 the employee from the mandatory overtime list. If an employee wishes to be
22 removed from the above mentioned group, they must contact, via e-mail, the
23 appropriate District Chief.

24 (d) In no instance shall an employee work more than forty-eight (48) continuous hours.
25 A minimum eight (8) hour break is required after working the maximum number of
26 continuous hours of work.

1 Section 12.6. Trade Time Policy. An employee may agree with another employee of
2 equal rank (with the exception of Paramedic Attendant for Rescue Lieutenant and Driver for
3 Firefighter), regardless of qualification, to work in place of said employee during his/her
4 regularly scheduled work assignment, subject to the following restrictions:

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

7 (b) Trade-time will be approved only for permanent, full-time employees of the
8 Fire/Rescue Department except for as provided in (n) of this section.

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

13 (d) Trade-time request forms will be signed by both parties of the trade and submitted to
14 their Company Officer or District Chief for approval no less than forty-eight (48)
15 hours prior to the effective time of the trade.

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

17 (f) An employee substituting for another employee shall not be eligible to use vacation
18 leave except for as provided in (o) of this section.

19 (g) An employee who is being substituted shall not be eligible to work overtime hours
20 on his/her normally scheduled shift.

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

24 (i) An employee who fails to report to duty on an approved trade-time shall be assessed
25 the hours from his/her vacation hours as a correction to payroll at the end of the pay
26 period in which it occurred, and the employee will receive Group I disciplinary

1 action for the first offense and loss of trade-time privileges for a period of one (1)
2 year. Additionally, the employees shall be obligated to pay back all time owed
3 another employee through approved trade time.

4 (j) No third party trades.

5 (k) Modifications to the original trade time agreement must be approved by the
6 employees' supervisors and remain within the original three-hundred sixty-five (365)
7 calendar days time frame.

8 (l) In no instance shall an employee work more than forty-eight (48) continuous hours.
9 A minimum eight (8) hour break is required after working the maximum number of
10 continuous hours of work.

11 (m) Cancellation of Trade Time must be made via e-mail from both employees to the
12 appropriate District Chiefs, within twenty-four (24) hours of the first trade.

13 (n) Trade Time may be utilized after the successful completion of the first six (6) months
14 of employment to meet Departmental education requirements for continued
15 employment or for any courses required for promotional purposes.

16 (o) An employee substituting for another employee may be eligible to use emergency
17 leave. The Deputy Chief or his/her designee may approve emergency leave
18 (vacation, compensatory time, floating holiday) outside the provisions of Article 9
19 Section 4, for unscheduled purposes. Such emergency leave usage shall be assessed
20 as a correction to payroll.

21 (p) It is the employee's responsibility to ensure that all trade times are completed prior to
22 any promotion. Employees that are promoted, but still owed a payback shall lose the
23 time owed if the trade is not completed prior to the effective date of the promotion.
24 The Department shall not assume any responsibility for any trade time lost as a result
25 of a promotion.

ARTICLE 13

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

19 Section 13.7. Re-Opener Clause. The County and the Union agree that either party may
20 request to reopen one (1) Article each fiscal year with a total of no more than two (2)
21 Articles being opened by each side for the life of this contract in addition to re-opening the
22 Article on wages each year. It is further agreed that if the County and the Union do not
23 reach agreement on the opened Article within sixty (60) calendar days of the Article being
24 opened, discussions shall cease, or impasse procedures are invoked.

25 Section 13.8. Fire Rescue Agency Merger. The County agrees in the event that all or a
26 portion of the County's Fire Rescue Service is to be assumed by another jurisdiction or

1 agency and bargaining unit members are affected by this change, the County agrees to
2 pursue with the other jurisdiction or agency the possibility of employment for the affected
3 County employees, it being understood, however, that the decision of the other jurisdiction
4 or agency whether to offer employment or not shall not be grievable or subject to arbitration
5 nor shall the Board be obligated to delay implementation of the Board's decision to have
6 such operations assumed by another jurisdiction or agency.

1 ARTICLE 14

2 Wages/Compensation

3 Section 14.1. Classification and Pay Plan. All forty (40) hours employees covered by
4 this Agreement shall have their base rate of pay increased by forty-eight cents (\$.48) per
5 hour or two percent (2%) whichever is greater, and all fifty-six (56) hours employees
6 covered by this Agreement shall have their base rate of pay increased by thirty cents (\$.30)
7 per hour or two percent (2%) whichever is greater. This increase will be effective on the first
8 pay period commencing on or after October 1, 2007.

9 Section 14.2. Pay Plan Adjustment. An employee in a classification whose salary range
10 is adjusted upward shall receive a percentage salary increase equal to the percentage increase
11 of the minimum of the range. If the salary range of a classification is adjusted downward, the
12 salaries of the current employees in that classification will not be affected. The
13 Administrating Official may limit the percentage salary increase for all employees in
14 affected classifications.

15 Section 14.3. Pay Adjustment for Out-of-Classification Assignment. When an employee
16 is appointed to out of class status, his/her salary shall be paid at the entry level of the higher
17 rated job or five percent (5%) above the regular rate, whichever is higher, effective the first
18 day of the assignment.

19 Section 14.4. Call Out Guarantee. Employees who are called out to work on a day they
20 are not regularly scheduled to work or at a time which is not contiguous to their regular shift,
21 shall be guaranteed two (2) hours of work or pay at their regular rate; provided that an
22 employee who is called out and actually works less than one-half (1/2) hour, but whose
23 actual time worked plus travel time equals more than two (2) hours, shall be paid for the
24 actual time worked plus travel time.

25 Section 14.5. Stand-by Pay. In the event an employee is placed on stand-by status, (s)
26 he will be paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she

1 is on stand-by status. Should an employee on stand-by status be called out to work, (s) he
2 will be paid for such work in accordance with Article 14, Section 4 above.

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

10 Section 14.7. Retention Pay. No more than once during a fiscal year the department
11 director may increase the compensation of any employee up to the midpoint of the salary
12 range of the current classification. Increases beyond the midpoint of the salary range require
13 approval of the Administrating Official. Budgetary constraints must be followed when
14 making compensation decisions.

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

17	Technical Assignment	Rates
18	Hazardous Materials Team	\$640.00
19	USAR Team	\$640.00
20	SCBA Team	\$100.00
21	Critical Care Team	\$640.00

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

24 Section 14.9. Starting Pay/Maximum Rates of Pay/Promotion/Transfer/and Demotion.

25 The members of this bargaining unit will follow the Employee Policies referencing the

1 following pay statuses; Starting Pay, Maximum Rates of Pay, Pay Upon Promotion, Pay
2 Upon Transfer.

3 Section 14.10. Pay Upon Demotion. The members of this bargaining unit will have their
4 salary reduce within the range of the newly assigned position, but not less than the minimum
5 for the newly assigned position.

1 ARTICLE 15

2 Insurance

3 Section 15.1. Group Health Insurance Benefits. If there are to be any changes in
4 premiums or benefit levels, the County will notify the Union. Any changes in the premiums
5 or benefits provided by the insurance program will involve the active participation of the
6 Union if it chooses; however, the County will not be required to negotiate levels of
7 premiums or benefits with the Union.

8 Section 15.2. Premium Cost. The cost of the premium for health insurance shall be
9 borne eighty-five percent (85%) by the County and fifteen percent (15%) by employee for
10 individual coverage, and seventy percent (70%) by the County and thirty percent (30%) by
11 the employee for dependent coverage.

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

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

20 Section 15.5 Retiree Health Insurance Subsidy.

21 Definition – An Alachua County retiree is defined as:

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

24 (b) who meets the Florida Retirement System’s Pension Plan’s normal
25 retirement age or service requirement for the employee’s class of
26 membership and has retired from employment with Alachua County.

1 The County and Union agree that beginning October 1, 2005, Alachua County will be
2 providing a retiree health insurance subsidy. The amount of the subsidy is based on the
3 number of years of service with Alachua County at the time of retirement (three dollars
4 (\$3.00) for each full year of service). You must have six (6) years of County employment
5 for the subsidy. The minimum monthly subsidy is eighteen dollars (\$18.00) (if you retire
6 with just six (6) years of County employment) and the maximum monthly subsidy is ninety
7 dollars (\$90.00) (if you retire with thirty (30) or more years of service). Retirees in the
8 State's Florida Retirement System (FRS) who have entered into the Deferred Retirement
9 Option Program (DROP) are not eligible to receive the County's health insurance subsidy
10 until their participation in DROP ends. Time in DROP will not count towards years of
11 service for the purposes of this policy. The approval of this retiree health insurance subsidy
12 each year will be based on available funding.

1
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5

ARTICLE 16

Union Membership

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

ARTICLE 17

Educational Assistance Program

1. General

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

2. General Fund

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

3. Eligibility Requirements

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

4. Conditions of Approval or Payment

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

(b) The County will pay the cost of tuition for such courses, as outlined in the Alachua

1 County Employee Policy # 5-21, but will not reimburse an employee for books, fees,
2 supplies, or other expenses in connection with the course(s) to be taken.

3 (c) The County will not pay any proportional share of the cost of tuition which has been
4 advanced to the employee from other sources, such as scholarships, grants, or other
5 subsidies. In the event of a partial scholarship or grant, the County will reimburse
6 tuition based on paragraph 4b or the actual expense to the employee, whichever is
7 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)
10 and present a certificate or proof of completion so indicating. A passing grade for
11 reimbursement purposes shall be considered as outlined in the Alachua County
12 Employee Policy # 5-21.

13 5. Application Procedure

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

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

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

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

24 6. Method of Payment

25 It shall be the responsibility of the employee to obtain a certificate or proof of grade from
26 the institution indicating the course grades. These grades shall be presented, with the

1 original application form, to the Human Resources Office. If all conditions for
2 reimbursement have been met, the Human Resources Office shall authorize a reimbursement
3 payment to the employee.

4 7. Required Courses

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

11 8. Classes on County Time

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

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

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

- 20 1. Leave without pay;
- 21 2. Vacation leave;
- 22 3. Make up time if work environment permits this flexibility.
- 23 4. Compensatory time

24 All such arrangements must be approved in advance in writing by the appropriate
25 Department Head.

26 (c) Eligible employees will be permitted to attend unique training and educational

1 courses offered and required by the County on County time. All costs incurred will
2 be borne by the County.

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

8 9. General Provisions

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

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

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

1 ARTICLE 18

2 Waiver of Bargaining

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

ARTICLE 19

Term

This Agreement shall 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 at least ninety (90) days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight September 30, 2010. WHEREUPON the parties have set their hands and seals as of this _____ day of _____, 2008.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS LOCAL #3852

BY: _____
Randall H Reid
County Manager

BY: _____
Roger Cox
President, Local #3852, IAFF

BY: _____
Kim Baldry
Human Resource Manager

BY: _____
Joe Cox
Chief Negotiator, Local #3852,
IAFF

Approved for Funding FY 2007-2008

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

ATTEST:

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

1 ADDENDUM A

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

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

10
11 As used herein, "drug abuse" includes the use of illicit substances or misuse of controlled
12 substances, alcohol, or other psychoactive drugs.
13

14 **Section 1. Policy Statement.** The manufacture, use, possession or distribution of illicit or
15 controlled substances on the job is strictly prohibited. Employees are required to report to
16 work in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and
17 being under the influence of legal drugs to the extent that normal faculties are impaired, is
18 strictly prohibited. Employees who use or distribute drugs on the job are subject to
19 disciplinary action, including dismissal. Any confiscated drugs will be turned over to local
20 law enforcement officials. If an employee is under medical treatment with a drug that could
21 alter his/her ability to do the job, (s) he is required to report this drug use immediately to
22 his/her supervisor.
23

24 Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts
25 responsibility for providing channels of help. However, it is the employee's responsibility to
26 seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be
27 protected. But, if the employee does not seek help and a work performance or work conduct
28 problem comes to the attention of the County, then disciplinary action will result.
29

30 Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy,
31 shall be presumed, in the absence of clear and convincing evidence to the contrary, to be
32 under the influence and will forfeit his/her eligibility for all worker's compensation medical
33 and indemnity benefits and will be-disciplined, up to and including termination.
34

35 **Section 2. Notice.** The drug testing provisions of this policy become effective ninety (90)
36 days following ratification of this Article. All other provisions are effective with the
37 ratification of this Article.
38

39 The County will provide a one-time written notice to all employees as required by Section
40 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to
41 any pre-employment drug testing. Copies of this notice will be placed on all employee
42 bulletin boards and a general statement that the County will test all job applicants will be
43 included on vacancy announcements.
44

45 **Section 3. Confidentiality.** The provisions of Section 440.102(8), Florida Statutes, shall
46 govern the release of any information, interviews, reports, statements, memoranda and drug
47 testing results received by the County through this drug testing program.
48

49 **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 whose
8 confirmed test results indicate present alcohol or drug abuse will not be hired into the new
9 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 13, Section 6 shall also be tested for drug and/or
13 alcohol use as part of that examination.
14
- 15 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has used
16 drugs in violation of this policy drawn from specific objective and articulable facts and
17 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 or
47 alcohol test the County will require the employee to submit to a drug and/or alcohol test on
48 a quarterly, semiannual or annual basis, at the County's option, for two (2) years thereafter.
49 If an employee tests positive within eighteen (18) months of completing the two (2) year
50 random follow-up testing for a prior positive drug test, the employee will be considered to
51 have failed a second test, and will be subject to disciplinary action in accordance with this

1 policy. The County will transport the employee to the testing facility. Follow up testing
2 will be conducted in conjunction with either the beginning or end of the employee's shift.

3
4 (f) Transportation Employees - All employees who are required to hold a commercial driver's
5 license (CDL) and operate a commercial motor vehicle as a condition of employment will
6 be tested for drugs and alcohol in accordance with the Omnibus Transportation Employee
7 Testing Act of 1991 and federal rules as follows:

8
9 (1) Pre-employment - Final candidates for or employees who transfer, promote or
10 demote to a covered position will be tested for both alcohol and drugs prior to the
11 effective date of the transfer, promotion or demotion.

12
13 (2) Post-accident - A covered driver will be tested following an accident when any
14 person involved in the accident has been fatally injured or the driver receives a
15 citation for a moving traffic violation arising from operating the commercial motor
16 vehicle. Additionally, any driver involved in an accident will be subject to testing
17 under Reasonable Suspicion, section 4.d.

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

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

28
29 (5) A confirmed blood alcohol level of two one-hundredths percent (.02%), but less
30 than four one-hundredths percent (.04%) will require that the employee be removed
31 from performing all duties requiring a CDL for a minimum of eight (8) hours, or until
32 a re-test shows the employee's blood alcohol content has dropped below two one-
33 hundredths percent (.02%). If an employee has a confirmed blood alcohol level of
34 four one-hundredths percent (.04%) or greater, the employee may not return to a
35 function requiring a CDL until, at a 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 two one-hundredths
43 percent (.02%) on a return-to-duty test.

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

47
48 All testing under section 4(f) of this Addendum shall comply with the provisions of the
49 Omnibus Act and federally adopted rules.

50
51 **Section 5. Drug Testing Procedures.** All specimen collection and testing for drugs shall be

1 conducted in accordance with Section 440.102(5), (6), and (7), Florida Statutes.

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

- 3 Alcohol
- 4 Amphetamines
- 5 Cannabinoids
- 6 Cocaine
- 7 Phencyclidine
- 8 Methaqualone
- 9 Opiates
- 10 Barbiturates
- 11 Benzodiazepines
- 12 Methadone
- 13 Propoxyphene

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

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

33
34 These levels will remain in effect until such time as they are revised by Federal Legislation
35 or State Statute. All new levels will become effective on the date specified within the
36 related legislation.

37
38 (c) Confirmation Test - All specimens identified as positive on the initial tests shall be
39 confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or
40 an equivalent or more accurate scientifically alcohol will be confirmed using gas
41 chromatography. All confirmations shall be done by quantitative analysis. The following
42 confirmation cutoff levels shall be used when analyzing specimens to determine whether
43 they are positive or negative for these drugs or metabolites. All levels equal to or
44 exceeding the following shall be reported as positive:

46	Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
47	Alcohol (all other testing)	.05g%	(by blood)
48	Amphetamines	500	ng/ml
49	Cannabinoids	15	ng/ml
50	Cocaine	150	ng/ml
51	Phencyclidine	25	ng/ml

1	Methaqualone	150	ng/ml
2	Opiates	300	ng/ml
3	Barbiturates	150	ng/ml
4	Benzodiazepines	150	ng/ml
5	Methadone	150	ng/ml
6	Propoxyphene	150	ng/ml

7
8 These levels will remain in effect until such time as they are revised by Federal Legislation
9 or State Statute. All new levels will become effective the date specified within the related
10 legislation.

11
12 (d) The laboratory shall report test results to a medical review officer chosen by the County to
13 act on its behalf. These results shall be reported within seven (7) working days after
14 receipt of the specimen by the laboratory. The laboratory shall transmit results to the
15 medical review officer (MRO) in a manner designated to ensure confidentiality of the
16 information. Unless otherwise requested by the County or the employee that records be
17 retained for a longer period of time, all records pertaining to a given specimen shall be
18 retained by the laboratory for a minimum of two (2) years.

19
20 (e) Within five (5) working days after receipt of a positive confirmed test result from the
21 MRO, the County shall inform the employee in writing of such positive test results, the
22 consequences of such result, and the options available to the employee. Notification shall
23 be mailed certified or hand delivered. Absent extenuating circumstances, mailed
24 notification shall be deemed received by the employee when signed for, or seven (7)
25 calendar days after delivery, whichever occurs first. A copy of the test results will be
26 provided to the employee with this notification.

27
28 **Section 6. Employee Challenges and Option to Retest.** Within five (5) working days after
29 receiving notice of a positive confirmed test result from the County, the employee may submit
30 information to the Human Resources Office explaining or contesting the test results and why the
31 results do not constitute a violation of this program. The employee will be notified in writing if the
32 explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or
33 delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's
34 explanation or challenge and will state why the employee's explanation is unsatisfactory. All such
35 documentation will be kept confidential and will be retained for at least one (1) year.

36
37 An employee may make a legal challenge pursuant to Statute or grieve employment decisions
38 made pursuant to this program in accordance with Article XI. When an employee initiates the
39 grievance process, it shall be the employee's responsibility to notify the Human Resources Director
40 and the laboratory in writing that such a grievance has been filed, reference the chain of custody
41 specimen identification number, and request that the sample be retained by the laboratory until
42 final disposition of the grievance.

43
44 During the one hundred and eighty (180) day period following the employee's receipt of a positive
45 test result, the employee may request that a portion of the original specimen be retested, at the
46 employee's expense. The retesting must be done at another State licensed or NIDA approved
47 laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

48
49 **Section 7. Rehabilitation.** Any employee who feels that (s)he has developed an addiction to,
50 dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek
51 assistance. Employees may seek such assistance through the County sponsored Employee

1 Assistance Program (EAP) or other community resources.
2 Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for
3 alcohol misuse or drug abuse will be entitled to benefits only to the extent specified under the
4 County's group health insurance program EAP. Employees required to be absent from the
5 workplace while in treatment may request a medical leave of absence in accordance with Section
6 VIII. An employee shall be permitted to utilize all available accumulated paid leave before being
7 placed in a leave without pay status.
8

9 Upon successful completion of the EAP or other treatment program, the employee shall be
10 reinstated to the same or equivalent position that was held prior to such rehabilitation.
11

12 The County will not discharge, discipline or discriminate against an employee solely on the basis
13 of any prior medical history revealed to the County pursuant to this policy.
14

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

21 **Section 8. Violations and Continued Employment.** Employees who violate this Drug Free
22 Workplace Policy with a first time positive confirmed drug and/or alcohol test will be referred to
23 the County EAP or other community alcohol and drug rehabilitation programs as appropriate.
24 However, use of the EAP or other rehabilitation resources will not prevent the County from taking
25 appropriate disciplinary action for violations of other County policies. Employees referred to the
26 EAP or other rehabilitation program as a result of a first violation will be allowed to continue
27 employment with the County provided that:
28

- 29 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of
30 treatment and counseling prescribed; and
31
- 32 (2) They immediately cease any and all abuse of alcohol or drugs; and
33
- 34 (3) They consent in writing to periodic unannounced testing in accordance with Section
35 4(e) of this Addendum for a period of up to two (2) years after returning to work or
36 completion of any rehabilitation program, whichever is later. If the employee
37 separates employment prior to completing the mandatory two (2) year random follow
38 up testing, he/she will be required to complete that testing if re-hired by the County.
39
- 40 (4) They pass all drug tests administered under this program.
41
- 42 (5) They execute and abide by an agreement describing the above stated conditions.

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

3

4

5 _____
6 Randall H. Reid
7 County Manager

Roger Cox
President, Local #3852

7

8

9

10 _____
11 Date

Date

11

12

13 _____
14 Kim Baldry
Human Resources Manager

Date

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

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

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

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

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