

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

**and**

**LOCAL #3852 /MANAGEMENT UNIT**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**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 this \_\_\_\_\_ day of October 2007, and will become effective on October 1, 2007, by and between ALACHUA COUNTY and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852/Management Unit, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1293, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

1 ARTICLE 1

2 Recognition

3 The County recognizes the Union as the exclusive bargaining agent for all  
4 employees in the job classifications contained within the certified bargaining unit for the  
5 purpose of collective bargaining with respect to rates of pay, wages, hours of  
6 employment, economic benefits as required by law, and other terms and conditions of  
7 employment. It is furthermore agreed that the President of Local #3852 or his/her  
8 designee, shall be the official spokesperson for the Union in any matter between the  
9 Union and the County. The Union shall furnish the County, in writing, the name(s) of its  
10 designee(s) and the period of time during which said designee is authorized to conduct  
11 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  
4 have the exclusive right to manage the facilities, services, and business of the County,  
5 and direct the working forces the same as it had prior to the execution of this  
6 Agreement.

7 These rights include, but are not limited to, the right to plan, direct, and control  
8 operations; to assign work and schedule the working hours; to determine the extent to  
9 which County services will be performed by County employees or by contract providers,  
10 provided that the Union shall be notified and allowed an opportunity for discussion and  
11 consultation prior to any sub-contracting of County services which would affect  
12 members of the bargaining unit; to hire, train, promote, demote, and transfer  
13 employees; to suspend, discipline or discharge for just cause and to lay off employees  
14 for lack of work or for other legitimate reasons; to make and enforce rules of conduct  
15 and regulations; to introduce new methods, materials, or facilities, to establish new job  
16 classifications and eliminate job classifications, provided that the Union will be notified  
17 and allowed an opportunity for discussion and consultation prior to the establishment of  
18 a new classification or elimination of classifications affecting the bargaining unit; and to  
19 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 the  
6 governing body of any county or municipal agency,  
7 board, commission, department, or office, solely  
8 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  
19 the grievant(s) signs a statement electing to have the matter brought to arbitration  
20 exclusively and waiving any right thereafter to file charges with any state or federal  
21 board, commission, agency, or court concerning the same matter.

ARTICLE 4

No Strikes

1  
2  
3 The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes  
4 which define strikes, prohibit strikes, and establish penalties in the case of a strike and  
5 incorporate those statutory provisions herein by reference. The parties further agree  
6 that the County shall have the right to discharge or otherwise discipline any employee(s)  
7 who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its  
8 discretion.

1 ARTICLE 5

2 Jury Duty - Witness Duty

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

12 Section 5.2. Witness Duty. Any employee, upon the request and for the benefit of  
13 the County, attends any legal proceedings involving the County, or is subpoenaed to  
14 any court proceeding involving the County, shall be paid as if engaged in the  
15 employee's normal work. If the employee is subpoenaed to any legal or court  
16 proceeding in which the employee is not personally or monetarily interested, he/she  
17 shall be paid as if engaged in the employee's normal work, time spent traveling to and  
18 from those proceeding and wait time related to the employee's testimony that occur  
19 during the employee's regularly scheduled work hours, shall be considered as time  
20 worked.

21 Section 5.3. Fees. Any fees, excluding mileage, received as a juror or witness while  
22 being paid as a County employee shall be reimbursed to the County as a condition  
23 of approval for any civil leave request.

1 ARTICLE 6

2 Checkoff of Dues

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

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

10 (b) the employee is terminated; or

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

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

1 ARTICLE 7

2 Seniority

3 Section 7.1. Definition. Seniority is an employee's length of continuous service with  
4 the County, dating from his or her last date of hire and upon completion of the  
5 probationary period. Employees with the same date of hire shall have seniority standing  
6 among themselves based upon the chronological order in which they applied for  
7 employment. Applications will be time and date stamped when submitted.

8 Section 7.2. Probationary Employees. A new employee shall be considered a  
9 probationary employee for twelve (12) months after which seniority shall date back to  
10 the date of hire as a permanent employee. During such probationary period, a  
11 probationary employee shall not have seniority and may be laid off, discharged, or  
12 otherwise terminated by the County and such action shall not be subject to the  
13 grievance procedure of this agreement. During such time, an employee will not be  
14 considered "permanent" or be eligible for any benefits afforded permanent employees.

15 Employees who receive a promotion, or who transfer to a different classification,  
16 shall be on probation in that classification for a period of six (6) months during which, if  
17 they are not retained, they shall be returned to their former classification if it exists and  
18 there is a vacancy available. The position from which the employee has been promoted  
19 or transferred will not be permanently filled for six months unless operational needs  
20 require that it be filled.

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

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

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

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

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

13 Section 7.4. Job Posting. Notice of a position vacancy in an existing position which  
14 may be filled by an employee covered by this Agreement shall be posted for a minimum  
15 period of five (5) working days on the County's website. When a position is posted a  
16 promotion/hiring list will be established to fill the vacant positions. An assessment  
17 process may be utilized, if funding is available. The process will be facilitated by a  
18 professional entity contracted by the department. The Promotional list will be effective  
19 for two (2) years or upon the exhaustion of the list, whichever comes first. The  
20 established promotional/hiring list will be utilized for promotions and out-of-class  
21 assignments. The County may elect not to post a vacancy if there is a qualified County  
22 employee who requests a lateral transfer or voluntarily seeks a lower rated position, or  
23 who is being reduced or disqualified from a higher rated position. The employee  
24 requesting a voluntary transfer, or who is being administratively reassigned must have  
25 previously attained permanent status in the classification in this department or the  
26 employee must successfully complete or has completed within the last 2 years, the

1 assessment process. The employee must present a written request to the department  
2 head. The Union shall be notified in advance of a position being filled in this manner.  
3 Temporary transfers or assignments may be made until the position is filled, as well as  
4 at other times. All employees are encouraged to seek promotions to non-bargaining  
5 unit positions; however, it is understood that this Agreement does not require that  
6 bargaining unit employees be chosen to fill a non-bargaining unit position. The County  
7 agrees to formally notify employees who are not selected for promotional opportunities.  
8 Such notification shall be in writing and shall identify an employee's opportunity for  
9 further discussion with the hiring supervisor(s) regarding the selection process.

10 Section 7.5. Layoff and Recall. For the purpose of Layoff and Recall, seniority is  
11 defined as an employee's length of continuous service with the County, dating from his  
12 or her most recent promotion date into the affected classification. In the event of a  
13 reduction in the work force, newly hired probationary employees in the classification  
14 affected shall be first laid off. If further reductions are necessary, non-probationary  
15 employees and employees who are on promotional or transfer probation in the affected  
16 classification shall be laid off from the classification affected. Employees covered by  
17 this contract will be permitted to replace employees in the IAFF Non-Management Unit  
18 #3852, if all of the applicable conditions listed in Article 7.6 are met. The order of such  
19 layoffs shall be based on seniority with the least senior employees in the classification  
20 laid off first, provided that factors (a) and (b) in Section 3 are relatively equal. In the  
21 event of the relative inequality of these factors, objectively determined as between  
22 employees in the same classification, the employee with the higher values of factors (a)  
23 and (b) shall be retained.

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

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

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

10 Section 7.6. Loss of Seniority. Seniority and the employment relationship shall be  
11 broken and terminated if an employee:

- 12 (a) resigns;
- 13 (b) is discharged and not reinstated;
- 14 (c) is absent from work for three (3) consecutive work days without notification  
15 to the County; unless notification would have been impossible;
- 16 (d) is laid off and fails to return to work within seven (7) calendar days after  
17 having been recalled in writing by certified mail with return receipt requested,  
18 addressed to the last known address of record unless there is a reason,  
19 acceptable to the County, for such failure;
- 20 (e) is laid off or is absent from work in the case of sickness or illness or injury  
21 incurred on the job for twenty-four (24) consecutive months or one-half of the  
22 employee's seniority at the time of layoff, illness or injury, whichever is  
23 lesser;
- 24 (f) fails to report for work at the termination of a leave of absence or extension  
25 thereof; or
- 26 (g) accepts gainful employment without permission while on leave of absence.

1        Section 7.7. Seniority During Approved Leave of Absence. An employee's seniority  
2 shall be retained during an approved leave of absence but shall accumulate further only  
3 during leave with pay and for sixty (60) days without pay, except for leave under Article  
4 VIII, Section 7.

1 ARTICLE 8

2 Leaves of Absence

3 Section 8.1. Sick Leave. All permanent employees shall earn four (4) hours of sick  
4 leave with each bi-weekly pay period provided that the employee has been paid for at  
5 least three-fourths (3/4) of the work shifts in the pay period. Time spent in collective  
6 bargaining negotiations shall be considered as time worked for the purpose of sick  
7 leave accrual and employees on leave under Section 7 of this Article shall not lose sick  
8 leave accrual for up to two (2) calendar weeks per year of such Section 7 leave. Sick  
9 leave shall be earned as of the last day of the pay period. The employee must be in  
10 active pay status for at least seventy-five percent (75%) of the pay period in order to  
11 accrue sick leave. Persons who work a normal workweek averaging fifty-six 56 hours  
12 shall accrue sick leave at the rate of 5.6 five point six hours per bi-weekly pay period,  
13 provided the employee has been paid for at least three-fourths (3/4) of the work shifts in  
14 that pay period. At the end of each fiscal year, an employee shall have the option of  
15 converting up to ten (10) days of sick leave to vacation leave on a two (2) for one (1)  
16 basis. The conversion of sick leave will be approved only if the employee has a  
17 remaining balance of sick leave of at least one hundred twenty (120) hours, for fifty-six  
18 (56) hour per week employees and eighty (80) hours for forty (40) hour per week  
19 employees, after the conversion. All requests to convert sick leave must be received by  
20 Finance & Accounting prior to October 31<sup>st</sup>. Upon separation from employment after ten  
21 (10) years service, an employee will be entitled to be paid for 50% of his or her accrued  
22 sick leave at the current rate of pay.

23 Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the  
24 time of its accrual and shall only be taken upon prior approval of the County. Sick leave  
25 may only be utilized for employee sickness, sickness in the employee's immediate  
26 family residing with him or her (except in the case of children, step-children, parents,

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

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

11 (b) Abuse of sick leave:  
12 1. Use of more than two (2) instances of sick leave in a ninety (90) day  
13 period.  
14 2. A pattern or use of sick leave in combination with days off, holidays off, or  
15 other time off.  
16 3. Any combination of 1 and 2 above.

17 (c) Critical attendance employee:  
18 1. Any employee who abuses sick leave will be placed on a critical list for  
19 three (3) months during which time medical certification will be required for  
20 approval of sick leave. After the three (3) month period attendance will be  
21 reevaluated.  
22 2. At the time of reevaluation, it will be determined whether sick leave use  
23 has reached acceptable standards.

24 Section 8.3. Leave for Compensable Injury. If an employee sustains a job-related  
25 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

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

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

6       Section 8.6 Personal Leave for Pregnancy Related Conditions, Permanent  
7 employees shall receive personal leave without pay, except as provided for in Section 2  
8 of this Article, for the period of any absence from work caused by pregnancy-related  
9 condition. Such leave will be contingent upon certification of the inability to return to  
10 work by the employee's attending physician. If the employee desires to work beyond the  
11 twenty (20) weeks of the pregnancy, her physician must provide a written statement of  
12 approval or a Physician's Evaluation of Pregnant Employee Form to continue working  
13 after each visit by 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  
16 good cause is shown for one or more days, but not to exceed thirty (30) days. This  
17 leave may be extended or renewed for one additional period not to exceed thirty (30)  
18 days, for reasons which, in the opinion of the County, are satisfactory. In the operation  
19 of this section, the question of whether an employee has accrued annual leave time  
20 shall not be considered. These leaves are intended to be granted for maternity (after  
21 exhaustion of sick leave), health (after exhaustion of sick leave), education, military  
22 service, or extenuating personal reasons. Leave requests under this section shall not  
23 be arbitrarily or capriciously denied.

24       Section 8.8. Union Leave of Absence. Members elected to Union positions or  
25 appointed by the Union to perform work which takes them from employment with the  
26 County shall, upon written request, receive leave of absence without pay for the term of

1 office or up to a period not to exceed one (1) year, whichever is greater, and said leave  
2 shall be renewable for an additional year period. Employees desiring leave under this  
3 Section shall notify the County two (2) weeks in advance of the date on which such  
4 leave is to become effective and shall specify the facts giving rise to the request. If it is  
5 impossible to give two (2) weeks notice, the County will waive the two (2) week  
6 requirement. No more than two (2) employees in any department shall be off on leave  
7 under this Section at any one time unless mutually agreed upon by the parties. Union  
8 leave of absence shall be limited to: conventions, grievance hearings, contract  
9 negotiation, officers to attend regular monthly business meetings, and other Union  
10 business mutually agreed upon by the County and the Union. Seniority shall  
11 accumulate during such leave. Such leave of absence shall not be arbitrarily or  
12 capriciously denied.

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

20 Section 8.9. Union Time Pool Leave. A time pool will be established under the  
21 provisions of Section 8 of this Article. Union time pool leave shall be limited to  
22 conventions, grievance hearings, contract negotiations, officers to attend regular  
23 monthly business meeting, and other Union business mutually agreed upon by the  
24 County and the Union. This time may be used by any Union member with approval from  
25 the Union President or Vice President. Requests shall be made to the Department no  
26 later than the previous shift and no more than two (2) Union members (inclusive of both

1 IAFF Units) shall be off at any given time. These members shall not be counted in the  
2 total numbers of employees permitted to take vacation leave under Article 9, Section 3.  
3 Provided that approvals of such leave shall be at the discretion of the Chief or his/her  
4 designee. All unused hours shall be carried over to the following calendar year.

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

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

26 Section 8.12. Attendance Award. Full-time, permanent employees hired prior to

1 June 1 of the calendar year, whose sick leave and/or leave without pay hours for that  
2 calendar year do not exceed sixteen (16) hours for those employees working an eight  
3 (8) hour shift, or 24 hours for employees working a 24 hour shift, shall be credited with a  
4 ½ shift of paid personal leave. In the event an employee does not utilize any sick leave  
5 or leave without pay, (s)he shall be credited with paid personal leave equal to one of the  
6 employee's regular shifts. Paid personal leave shall be taken at a time mutually  
7 convenient to the employee and the department, shall require prior supervisory  
8 approval, and shall be used in the subsequent calendar year.

9 Section 8.13. Time Off For Voting. On election day, employees who are registered  
10 to vote will be allowed time off with pay to vote if their scheduled hours of work do not  
11 allow sufficient time to vote. Any such employees must advise their immediate  
12 supervisor of a potential time conflict at least forty-eight (48) hours prior to election day.  
13 In the event such notice is not practicable, the supervisor will make every effort to  
14 accommodate the employee.

1 ARTICLE 9

2 Vacations

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

6 BI-WEEKLY PAY PERIODS

7	40-Hour Work Week	56-Hour Work Week
8	Bi-Weekly	Bi-Weekly
9	<u>Accrual</u>	<u>Accrual</u>
10	<u>Length of Service</u>	
11	Less than 1 year <sup>(1)</sup>	3.24
12	1 year but less than 5	4.53
13	5 years but less than 10	3.85
14	10 years but less than 15	4.61
15	15 years but less than 20	5.38
16	20 years but less than 25	6.92
17	25 + years	9.69
18		8.46
19		11.85
20		12.92

21 Employees are not eligible to use or to be paid for accrued annual leave until they have  
22 satisfactorily completed their initial probationary period except as provided in Section  
23 9.4 of this article. The employee must be in active pay status for at least seventy-five  
24 percent (75%) of the pay period in order to accrue vacation leave.

25 Section 9.2. Vacation Pay. Vacation pay shall be calculated at the employee's  
26 regular straight time rate for the number of hours the employee would have worked  
27 during the week(s) he or she would have worked had vacation not been taken.

28 Section 9.3. Selection of Vacations. Schedules of the available vacation periods for  
29 the next calendar year, including all fifty-two (52) weeks of each year, will be posted by  
30 October 1st of the preceding year. The Department must receive all bids by November  
31 1<sup>st</sup> of the year. The vacation bid calendar must be posted by November 30<sup>th</sup>. Vacations

1 will be bid in each classification by seniority: two (2) District Chiefs may be off on bidded  
2 vacation on the same day, contingent on coverage by another District Chief. Requests  
3 will not be arbitrarily and capriciously denied. Vacation periods once bid cannot be  
4 changed or exchanged unless the department head so permits or reasonably requires  
5 because of operational requirements beyond the department's control. No employee  
6 will be allowed to bid vacation in excess of the amount (s)he has accrued, or will accrue,  
7 during the next calendar year, including the amount of sick leave that the employee may  
8 be eligible to convert in October of that year.

9 Section 9.4. Utilization of Vacation. Employees will be allowed to accrue vacation  
10 leave with no cap during the calendar year, but will only be allowed to carry 280 hours  
11 for employees assigned to a 40-hour work or 392 hours for employees assigned to a  
12 56-hour work week to the following calendar year. Employees who terminate shall be  
13 paid for any accrued vacation earned to the date of termination but not taken, up to a  
14 maximum of two hundred eighty (280) hours (three hundred ninety-two (392) hours for  
15 fifty-six (56) hour employees). Vacations to the extent feasible may be taken in  
16 increments of less than one week, but not less than a minimum of two hours with  
17 subsequent increments of 15 minutes. In the event that vacation time is used for  
18 educational purposes the time can be taken as a two (2) hour minimum with additional  
19 15 minutes increments up to 24 hours, if there is sufficient staffing and no overtime is  
20 generated. Vacation time may be used for unscheduled purposes after the start of the  
21 employee's assigned shift, upon approval of supervision and with as much notice as is  
22 practical, provided there is sufficient staffing personnel to cover the shift and no  
23 overtime is generated. An employee may request/or cancel vacation with one shift's  
24 notice. Vacation leave can only be taken if the leave request form is approved and  
25 signed by a higher level supervisor.

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

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

7 Memorial Day (last Monday in May)

8 Independence Day

9 Labor Day

10 Veterans' Day

11 Thanksgiving Day

12 Friday after Thanksgiving

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

16  
17 Christmas Day

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

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

27 Section 10.3. Holiday Pay and Eligibility. If a holiday is observed on a day which is  
28 a regular workday for an employee and if (s)he is permitted to be off that day due to the  
29 holiday, (s)he shall be paid for the number of hours (s)he would have worked in a

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

5 If the holiday occurs on a day which is a regularly scheduled day off for the  
6 employee, (s)he will receive additional pay for that workweek equal to one-tenth of  
7 his/her regular bi-weekly salary.

8 Section 10.4. Holiday Work. An employee who is regularly required to work on  
9 holidays shall be paid his/her regular hourly rate at a multiplier of two (2).

10 Section 10.5. Holiday During Vacation. In case a holiday is observed on any day  
11 during an employee's vacation, the holiday will be paid as in Section 3 above and will  
12 not be charged to the employee's accrued vacation leave.

13 Section 10.6. Floating Holiday for 56 Hour Employees. All such employees shall be  
14 allowed time off with pay for twenty-four (24) hours for each of the floating holidays.

1 ARTICLE 11

2 Grievance Procedure

3 Section 11.1. Definition and Procedure. For the purpose of this Agreement, a  
4 grievance is any dispute or difference between an employee and Alachua County  
5 involving the meaning, interpretation, or application of the provisions of this Agreement.

6 Grievances shall be handled in the following manner.

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

10 Step 2: If the employee is not satisfied with the written answer of the  
11 supervisor in Step 1 or if no answer has been given within five (5)  
12 working days, then the grievance shall be presented to the Department  
13 Head within five (5) working days of the supervisor's answer or failure  
14 to supply a timely answer. The Department Head or his designee  
15 shall, within five (5) working days of receipt of the written grievance,  
16 meet with the employee and a Union representative unless such  
17 meeting has been waived. After such a meeting is held, the  
18 Department Head must answer the grievance in writing within five (5)  
19 working days of the meeting.

20 Step 3: If the Union or employee is not satisfied with the written answer of the  
21 Department Head, or if no written answer is rendered by the  
22 Department Head on a timely basis, then the Union or employee may,  
23 within five (5) working days of the Department Head's answer or of the  
24 failure of the Department Head to supply a timely answer, appeal the  
25 grievance to the County Manager or designee. The County Manager  
26 or designee must meet with a Union representative within ten (10)  
27 working days of receipt of the appeal. The County Manager or  
28 designee shall answer the grievance in writing within five (5) working  
29 days of the meeting.

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

35 In the case of appealing the grievance to arbitration, the Union shall have one  
36 hundred twenty (120) calendar days from the date of the letter sent by the

1 County acknowledging the request to proceed to arbitration, to draft the joint  
2 request for an arbitrator.  
3

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

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

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

15 The award of the arbitrator shall be final and binding on the County, the Union, and the  
16 employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became  
17 known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared  
18 equally by the County and the Union.

19 Section 11.4. Time Limits. No grievance shall be entertained or processed unless it is  
20 commenced in Step 1 within five (5) working days after the occurrence of the event giving rise to  
21 the grievance or within five (5) working days after the event became known or should have  
22 become known to the employee(s). If an employee desires to speak with management about a  
23 matter (except discharge) which would otherwise be grievable, (s)he may do so in which event  
24 the employee will have two (2) days in which to speak with management and the time limits for  
25 filing a grievance will commence on the third day. If a grievance is not appealed within the time  
26 limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the  
27 County, or if no answer has been made it shall be deemed denied. The time limits may be

1 extended by mutual agreement of the parties. In computing time limits under this Article,  
2 Saturdays, Sundays, and holidays shall not be counted.

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

5 Section 11.5. Performance Review Grievance. Non-probationary employees who receive  
6 an "unacceptable" or "below expectations" performance review rating may file a grievance  
7 concerning that performance review as provided for in this Article, and if the grievance is  
8 presented to an arbitrator, the standard for review shall be whether the "unacceptable" or "below  
9 expectations" performance review is arbitrary, capricious, and unjust. If the arbitrator rules that  
10 it is arbitrary, capricious and unjust, then it shall be removed from the employee's file. If the  
11 arbitrator rules that it is not arbitrary, capricious and unjust, the "unacceptable" or "below  
12 expectations" performance review shall stand.

13 Section 11.6. Untimely Performance Reviews.

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

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

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

1 completion of the performance review.

1 ARTICLE 12

2 Hours of Work

3 Section 12.1. Workday; Workweek. Some employees may be assigned to a normal  
4 workday of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours. The  
5 County may assign 40 hour work week employees any combination of work day hours in a  
6 workweek in order to ensure full coverage for county operations. All employees will be made  
7 aware of their weekly work schedules at least 2 weeks in advance, unless there is an  
8 emergency or extenuating circumstance that do not allow for the advance notice.

9 Section 12.2. Additional Shift Assignment. In the event an employee in the District Chief  
10 classification is assigned by the Department Director, or his/her designee, to fill a District Chief  
11 vacancy of at least 4 hours; is assigned to act as a District Chief in charge of a special event  
12 (no minimum hours) or is given any other assignment of a minimum of 4 hours in addition to  
13 his/her regular schedule, he/she will be paid additional hours at the employee's current hourly  
14 rate, for the number of hours worked, or the employee may elect to accrue compensatory time,  
15 on an hour for hour basis. Additional shift assignments will be offered to 56 hour District Chiefs  
16 on a rotating basis, with the most senior employee being offered the assignment first. If no 56  
17 hour District Chief accepts the offer of additional shift assignment, the 40 hour District Chief will  
18 be offered the assignment. In the event no District Chief accepts the offer of an additional shift  
19 assignment, the most junior District Chief will be mandated to work. Mandated assignments will  
20 be made on a rotating basis commencing with the least senior District Chief (40 and 56 hour).  
21 The Deputy Chief of Operations will maintain the mandated list and it will be available for review  
22 upon request. All mandatory assignment must be made by either the Deputy Chief of  
23 Operations or the Chief of the department. In the event both the Chief and Deputy Chief are  
24 unavailable, the Acting Department Director will make the mandatory assignment. In an effort to  
25 achieve this goal, the Department will utilize Telestaff to offer additional assignments and  
26 maintain the Department's schedule. It is understood that a scheduling protocol will be written

1 that will ultimately be added to this article.

2 Section 12.3. Other Assignment. In the event a employee in the District Chief classification is  
3 assigned by the Department Director or designee to attend meetings, trainings sessions, work  
4 on special projects or any other work activities of at least Two (2) hours in addition to his/her  
5 regular shift, the employee will be paid at his/her current hourly rate, for the number of hours  
6 worked.

7 Section 12.4. Compensatory Time. The accrual of compensatory time is limited to 80 hours  
8 for 40 hour work week employees and 112 hours for 56 hour work week employees. Hours  
9 earned in January through September must be used by the end of that calendar year. Hours  
10 earned October through December must be used by the end of the next calendar year. Hours  
11 remaining at the end of the respective calendar year will be lost. There is no pay out for accrued  
12 compensatory time. If an employee transfers to another department or to a non-exempt  
13 position, all accrued compensatory time will be forfeited.

14 Section 12.5. Trade Time Policy. Upon prior approval of the Chief of Fire/Rescue or his/her  
15 designee, an employee may agree with another employee of the same classification (District  
16 Chief) to work in place of said employee during his/her regularly scheduled work assignment,  
17 subject to the following restrictions.

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

20 (b) Trade-time will be approved only for permanent, full-time employees of the Fire/Rescue  
21 Department.

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

26 (d) Trade-time request forms will be signed by both parties of the trade and submitted to a

1 higher level supervisor for approval no less than forth-eight (48) hours prior to the effective  
2 time of the trade.

3 (e) Traded time will be repaid within twelve (12) months.

4 (f) An employee substituting for another employee shall not be eligible to use vacation leave.

5 (g) An employee substituting for another employee shall be eligible to use earned sick leave.

6 Such sick leave usage shall be assessed as a correction to payroll at the end of the pay  
7 period in which it occurred.

8 (h) An employee who fails to report to duty on an approved trade-time shall be assessed the  
9 hours from his/her vacation hours as a correction to payroll at the end of the pay period in which  
10 it occurred, and the employee will receive Group I disciplinary action for the first offense and  
11 loss of

12 Trade-Time privileges for a period of one (1) year from the date of the infraction. Additionally,  
13 the employees shall be obligated to pay back all time owed another employee through approved  
14 trade time.

1 ARTICLE 13

2 Miscellaneous

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

10 Section 13.2. Union Emblem. Union members will be permitted to wear the lapel or button-  
11 type emblem of the Union in a manner that is safe and inoffensive.

12 Section 13.3. Notice of Discharge. The County shall provide a notice of proposed discharge  
13 to a regular, permanent, non-probationary employee and to the Union five (5) working days prior  
14 to the date of the meeting on the discharge.

15 Section 13.4. Health, Safety and Comfort. The following items will be provided by the  
16 County:

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

22 Section 13.5. Re-Opener Clause. The county and the union agree that either party may  
23 request to reopen one (1) Article each fiscal year with a total of no more than two (2) Articles  
24 being opened by each side for the life of this contract in addition to reopening the Articles on  
25 wages each year, it is further agree that if the County and the Union do not reach agreement on  
26 the opened Article within sixty (60) calendar days the article being opened, discussions shall

1 cease, or impasse procedures invoked.

1 ARTICLE 14

2 Wages/Compensation

3 Section 14.1. Classification and Pay Plan. Effective with the start of the first pay period  
4 commencing on or after October 1, 2007 a classification and pay plan will be implemented as  
5 determined by the County (Appendix A) and will reflect the same percentage increase over the  
6 2007/2008 classification and pay plan as may be approved for the Non-Bargaining pay plan. An  
7 amended classification and pay plan will be determined by the County for each year of this  
8 Collective Bargaining Agreement and all employees covered by this Agreement shall be paid in  
9 accordance as set forth in that plan.

10 Section 14.2. Minimum Increases. Employees employed effective with the start of the first  
11 pay period commencing on or after October 1, 2007, shall receive the cost of living increase as  
12 may be approved by the Board in the same amount as approved for Non-Bargaining employees,  
13 or they will be placed at the minimum salary of their classification, whichever is greater.  
14 Minimum increases shall be applied in the same manner as described above in all subsequent  
15 years of this Agreement.

16 Section 14.3. Pay for Performance. Employees covered by the Agreement shall be eligible  
17 for any pay for performance in the same amounts and in the same manner as may be awarded  
18 to Non-Bargaining employees.

19 Section 14.4. Pay Adjustment for Out-of-Classification Assignment. In the event an  
20 employee is assigned on a temporary basis to a higher level position for a minimum of a two  
21 week period, the employee will receive a 5% increase to his/her current regular rate of pay. An  
22 employee assigned to out of class status must meet the minimum requirements of the position,  
23 unless otherwise approved by the County Manager. An employee assigned partial duties of a  
24 higher level position will not be required to meet the minimum requirements of the position.

25 Section 14.5. Acting Status. In the event an employee is assigned on a temporary basis to  
26 a vacant administrative or managerial position, he/she will receive a 10% increase to his/her

1 current regular rate of pay. The employee assigned the acting status must have successfully  
2 completed his/her initial probationary period and must met the posted minimum requirements of  
3 the position.

4 Section 14.6. Pay Plan Adjustment. An employee in a classification whose salary range is adjusted  
5 upward shall receive a percentage salary increase equal the percentage increase of the minimum of  
6 the range. If the salary range of a classification is adjusted downward, the salaries of the current  
7 employees in that classification will not be affected. The Administrating Official may limit the  
8 percentage salary increase for all employees in affected classifications.

9 Section 14.7. Incentive Pay. A regular employee in a classified position, based upon the  
10 recommendation of the department director and upon approval of the Administrating Official, may  
11 qualify for a \$250 lump sum incentive pay upon completion and receipt of a job related certification  
12 or license. Professional certifications that are required as minimum qualifications for a position and  
13 certifications obtained by department directors or division heads are not qualified for the incentive  
14 pay. Employees are eligible for a maximum of three certifications for each job classification.

15 Section 14.8. Retention Pay. No more than once during a fiscal year the department director may  
16 increase the compensation of any employee up to the midpoint of the salary range of the current  
17 classification. Increases beyond the midpoint of the salary range require approval of the  
18 Administrating Official. Budgetary constraints must be followed when making compensation  
19 decisions.

20 Section 14.9. Technical Pay. The County agrees to compensate employees bi-annually who are  
21 certified and assigned to the specialties listed below:

22 Technical Assignment	Rates
23 Hazardous Materials Team	\$640.00
24 USAR Team	\$640.00

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

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ARTICLE 15

Insurance

Section 15.1. Group Health Insurance Benefits. If there are to be any changes in premiums

1 or benefit levels, the County will notify the Union. Any changes in the premiums or benefits  
2 provided by the insurance program will involve the active participation of the Union if it chooses,  
3 however, the County will not be required to negotiate levels of premiums or benefits with the  
4 Union.

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

9 Section 15.3. Dental Insurance. The Alachua County Board of County Commission will pay  
10 eighty percent (80%) of the premium for single coverage for dental insurance effective 10/1/2007.  
11 Employees will be responsible for one hundred percent (100%) of the premium for dependent  
12 coverage of the dental insurance.

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

15 Section 15.4. Retiree Health Insurance Subsidy. The County and Union agree that beginning  
16 October 1, 2005 Alachua County will be providing a retiree health insurance subsidy. The subsidy is  
17 \$3 per month for each year of service with Alachua County. In order to qualify for this subsidy the  
18 retired employee must have worked for Alachua County for at least six (6) years, and currently have  
19 health insurance with Alachua County. The minimum monthly subsidy is \$18 (6 years): the  
20 maximum is \$90 per month (30 years). Each month the retired employee will receive a check from  
21 Alachua County. If in the future the retired employee cancels the retiree health insurance with  
22 Alachua County an annual certification form showing proof of health insurance elsewhere must be  
23 forwarded to Risk Management to continue receiving the monthly subsidy. Retirees in the State's  
24 Florida Retirement System (FRS) who have entered into the Deferred Retirement Option Program  
25 (DROP) are not eligible to receive the County's health insurance subsidy until their participation in  
26 DROP ends. Time in DROP will not count towards years of service for the purposes of this policy.

1 The approval of this retiree health insurance subsidy each year will be based on available funding.

2

3 Definitions: (a) Retiree: An Alachua County retiree is defined as any employee working for County

4 Government, inclusive of the Board of County Commissioners. (b) You meet the Florida Retirement

5 System's Pension Plan's normal retirement age or service requirements for your class of

6 membership and have terminated your employment with Alachua County.

ARTICLE 16

Union Membership

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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; provided that it is understood that the Union, as the certified employee organization, shall not be required to process grievances for employees who are not members of the Union.

1 ARTICLE 17

2 Educational Assistance Program

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4 1. General

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

8 2. General Fund

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

15 3. Eligibility Requirements

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

18 4. Conditions of Approval or Payment

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

25 b. The County will pay the cost of tuition for such courses, as outlined in the Alachua County  
26 Employee Policy # 5-21, but will not reimburse an employee for books, fees, supplies, or

1 other expenses in connection with the course(s) to be taken.

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

11 5. Application Procedure

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

25 6. Method of Payment

26 It shall be the responsibility of the employee to obtain a certificate or proof of grade from the

1 institution indicating the course grades. These grades shall be presented, with the original  
2 application form, to the Department Director. The Department Director will indicate approval or  
3 disapproval and then forward all material to the Human Resources Office. If conditions for  
4 reimbursement have been met, the Human Resources Office shall authorize a reimbursement  
5 payment to the employee.

6 7. Required Courses

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

13 8. Classes on County Time

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

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

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

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

22 1. Leave without pay;

23 2. Annual vacation leave;

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

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

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

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

5 9. General Provisions

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

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

11 c. If an employee has enrolled in classes under section 4 above and received approval for  
12 reimbursement, the County shall make a reasonable effort to allow the employee the  
13 opportunity to complete the courses signed up for. In the event the County changes an  
14 employee's work schedule which would interfere with the approved course (providing the  
15 employee's course cannot be rescheduled) the County shall reimburse the employee for  
16 his/her tuition costs, cost of books, and any other directly related educational fees  
17 (including supplies and materials). Said reimbursement shall be made upon the  
18 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 this  
4 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 parties  
6 concerning all matters which were subject to negotiations, and also concerning those matters  
7 which were not discussed in negotiations, it being understood that the Union has achieved only  
8 those benefits which are expressly set forth in this Agreement. During the term of this  
9 Agreement, the Union waives any right to further bargaining concerning any matter over which it  
10 might have the right to bargain with the County, except with regard to any changes which the  
11 County should desire to make which have the effect of altering wages, benefits, or terms and  
12 conditions of employment not embodied in this Agreement. In the event any such changes are  
13 made by the County, it is agreed that they may be made unilaterally and at the time desired by  
14 the County, however, the Union shall have the right, upon request, to bargain over the impact  
15 which such changes have wrought upon this Agreement, if any, and to secure a written  
16 amendment to this Agreement if such bargaining 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. The Union and/or the County may reopen two (2) articles of their choice in 2008 and 2009, upon written notice to the other party of their intention to modify the Agreement. WHEREUPON the parties have set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF FIRE

FIGHTERS

LOCAL #3852

BY: \_\_\_\_\_  
Randall H. Reid  
County Manager

BY: \_\_\_\_\_  
Ed Kennedy  
Local #3852/IAFF Management

BY: \_\_\_\_\_  
Kim Baldry  
Human Resources Manager

Approved for Funding FY 2007 - 2008

By: \_\_\_\_\_  
Paula DeLaney, Chair  
Alachua County Commission

ATTEST:

By: \_\_\_\_\_  
J. K. "Buddy" Irby  
Clerk of Court

**DRUG FREE WORKPLACE AND DRUG TESTING POLICY**

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

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

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

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

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

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

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

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

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

- (a) Pre-employment - Any final candidate for a position within Alachua County shall be required to take a drug urinalysis and/or blood test prior to initial employment. Any applicant whose test

1 results indicate present alcohol or drug abuse will not be hired.

2  
3 (b) Position Change - Any current employee who is the final candidate for a posted position, whether  
4 internal or external, shall be required to take a drug urinalysis and alcohol test prior to the final  
5 offer for the new position being extended. Any employee applicant whose confirmed test results  
6 indicate present alcohol or drug abuse will not be hired into the new position, and is subject to all  
7 other provisions of this policy.

8  
9 (c) Scheduled physical examination - Any employee who undergoes a full physical examination in  
10 accordance with Article XIV shall also be tested for drug and/or alcohol use as part of that  
11 examination.

12  
13 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has used drugs  
14 in violation of this policy drawn from specific objective and articulable facts and reasonable  
15 inferences drawn from those facts in light of experience. Approval for such testing shall be  
16 authorized only by the Personnel Director. Among other things, such facts and inferences may be  
17 based upon;

- 18  
19 (1) Observable documented phenomena while at work, such as direct observation of drug or  
20 alcohol use or of the physical symptoms or manifestations of being under the influence of a  
21 drug or alcohol.  
22  
23 (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work  
24 performance.  
25  
26 (3) A report of drug or alcohol use, provided by a reliable and credible source.  
27  
28 (4) Evidence that an individual has tampered with a drug or alcohol test during his/her  
29 employment with the current employer.  
30  
31 (5) Information that an employee has caused, contributed to, or been involved in an accident  
32 while at work.  
33  
34 (6) Evidence that an employee has used, possessed, sold solicited, or transferred drugs while  
35 working or while on County premises or while operating County vehicles, machinery or  
36 equipment.  
37

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

43 (e) Follow-up - If an employee, in the course of employment, has a confirmed positive drug or  
44 alcohol test and subsequently accesses the Employer Assistance Program for drug related problems  
45 or enters an alcohol and drug rehabilitation program, the County will require the employee to  
46 submit to a drug and/or alcohol test upon completion of such program as a follow-up to such  
47 program, and on a quarterly, semiannual or annual basis, at the County's option, for two (2) years  
48 thereafter. If an employee tests positive within eighteen (18) months of completing the two (2) year  
49 random follow-up testing for a prior positive drug test, the employee will be considered to have  
50 failed a second test, and will be subject to disciplinary action in accordance with this policy. The

1 County will transport the employee to the testing facility. Follow up testing will be conducted in  
2 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 license  
5 (CDL) and operate a commercial motor vehicle as a condition of employment will be tested for  
6 drugs and alcohol in accordance with the Omnibus Transportation Employee Testing Act of 1991  
7 and federal rules as follows:  
8

- 9 (1) Pre-employment - Final candidates for or employees who transfer, promote or demote to a  
10 covered position will be tested for both alcohol and drugs prior to the effective date of the  
11 transfer, promotion or demotion.  
12
- 13 (2) Post-accident - A covered driver will be tested following an accident when any person  
14 involved in the accident has been fatally injured or the driver receives a citation for a moving  
15 traffic violation arising from operating the commercial motor vehicle. Additionally, any  
16 driver involved in an accident will be subject to testing under Reasonable Suspicion, section  
17 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 unannounced basis  
22 just before, during or just after operating a commercial motor vehicle. Not less than twenty-  
23 five percent (25%) of the total number of employees in covered positions will be tested for  
24 alcohol in the first year and fifty percent (50%) for drugs the first year. The number to be  
25 tested in subsequent years will conform with federal rules. Each driver shall be chosen using  
26 a scientifically valid random method and shall have an equal chance each time selections are  
27 made.  
28
- 29 (5) A confirmed blood alcohol level of .02%, but less than .04% will require that the employee  
30 be removed from performing all duties requiring a CDL for a minimum of eight (8) hours, or  
31 until a re-test shows the employee's blood alcohol content has dropped below .02%. If an  
32 employee has a confirmed blood alcohol level of .04% or greater, the employee may not  
33 return to a function requiring a CDL until, at a minimum:  
34
  - 35 (1) the employee undergoes an evaluation, and where necessary, treatment; and
  - 36 (2) a Substance Abuse Professional (SAP) determines that the employee has successfully  
37 complied with any recommended treatment; and
  - 38 (3) the employee's blood alcohol content is less than .02% on a return-to-duty test.  
39
- 40 (6) Follow-up - Same as for other employees except that at least six (6) tests will be conducted in  
41 the first twelve (12) months after an employee returns to duty.  
42  
43  
44

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

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

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

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

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

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

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

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

37 Alcohol (CDL holders only)	.02%	(by breath alcohol testing)	
38 Alcohol (all other testing)	.05g%	(by blood)	
39 Amphetamines	500	ng/ml	
40 Cannabinoids	15	ng/ml	
41 Cocaine	150	ng/ml	
42 Phencyclidine	25	ng/ml	
43 Methaqualone	150	ng/ml	
44 Opiates	300	ng/ml	
45 Barbiturates	150		ng/ml
46 Benzodiazepines	150	ng/ml	
47 Methadone	150		ng/ml
48 Propoxyphene	150	ng/ml	

50 These levels will remain in effect until such time as they are revised by Federal Legislation or State

1 Statute. All new levels will become effective the date specified within the related legislation.

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

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

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

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

32  
33 During the one hundred and eighty (180) day period following the employee's receipt of a positive test  
34 result, the employee may request that a portion of the original specimen be retested, at the employee's  
35 expense. The retesting must be done at another State licensed or NIDA approved laboratory and must be  
36 tested at equal or greater sensitivity for the drug in question as the first.

37  
38 **Section 7. Rehabilitation.** Any employee who feels that (s)he has developed an addiction to, dependence  
39 upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Employees may  
40 seek such assistance through the County sponsored Employee Assistance Program (EAP) or other  
41 community resources.

42  
43 Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcohol  
44 misuse or drug abuse will be entitled to benefits only to the extent specified under the County's group  
45 health insurance program EAP. Employees required to be absent from the workplace while in treatment  
46 may request a medical leave of absence in accordance with Section VIII. An employee shall be permitted  
47 to utilize all available accumulated paid leave before being placed in a leave without pay status.  
48 Upon successful completion of the EAP or other treatment program, the employee shall be reinstated to the  
49 same or equivalent position that was held prior to such rehabilitation.

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

3  
4 The County will not dismiss, discipline or discriminate against an employee solely upon the basis of an  
5 employee voluntarily seeking treatment for an alcohol or drug problem. However, appropriate disciplinary  
6 action will be taken if the employee has previously tested positive for a drug and/or alcohol use, and has  
7 sought treatment through the EAP or entered a drug and/or alcohol rehabilitation program for drug related  
8 problems while in the County's employ.

9  
10 **Section 8. Violations and Continued Employment.** Employees who violate this Drug Free Workplace  
11 Policy with a first time positive confirmed drug and/or alcohol test will be referred to the County EAP or  
12 other community alcohol and drug rehabilitation programs as appropriate. However, use of the EAP or  
13 other rehabilitation resources will not prevent the County from taking appropriate disciplinary action for  
14 violations of other County policies. Employees referred to the EAP or other rehabilitation program as a  
15 result of a first violation will be allowed to continue employment with the County provided that:

- 16  
17 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of treatment  
18 and counseling prescribed; and  
19  
20 (2) They immediately cease any and all abuse of alcohol or drugs; and  
21  
22 (3) They consent in writing to periodic unannounced testing in accordance with Section 4(e) of  
23 this Article for a period of up to two (2) years after returning to work or completion of any  
24 rehabilitation program, whichever is later. If the employee separates employment prior to  
25 completing the mandatory two (2) year random follow up testing, he/she will be required to  
26 complete that testing if re-hired by the County.  
27  
28 (4) They pass all drug tests administered under this program.  
29  
30 (5) They execute and abide by an agreement describing the above stated conditions.

31  
32 Failure to meet any of the above conditions, or a second confirmed positive drug test will result in dismissal  
33 from employment.

34  
35 \_\_\_\_\_  
36 Randall H. Reid  
37 County Manager

\_\_\_\_\_   
Ed Kennedy  
President, Local #3852, IAFF/Management

38  
39 \_\_\_\_\_  
40 Date

\_\_\_\_\_   
Date

41  
42 \_\_\_\_\_  
43 Kim Baldry  
44 Human Resources Director

45  
46 \_\_\_\_\_  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Employee or Final Candidate Signature

\_\_\_\_\_  
Employee Name Printed

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date/Time Signed

\_\_\_\_\_  
Department

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness

**For Final Candidates Only:**

I understand that my post-offer drug and/or alcohol test is scheduled with \_\_\_\_\_, located at \_\_\_\_\_, Gainesville, Florida, on \_\_\_\_\_ at \_\_\_\_\_.

1  
2  
3