

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852/MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2023-September 30, 2025

~~October 1, 2022-September 30, 2023~~

~~Revised December 13, 2022 and March 14, 2023~~

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AGREEMENT

This AGREEMENT is collectively made and entered into as of ~~October 10, 2023~~~~October 25 of 2022~~, and will become effective on October 1, 202~~32~~~~, and revised December 13, 2022, and March 14, 2023~~, by and between ALACHUA COUNTY (hereafter referred to as the "County" or "Employer") 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.

ARTICLE 1

Recognition

Section 1-1. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the President of Local #3852 or ~~their~~^{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 Section 2-1.

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

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

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

1 ARTICLE 3

2 Non-Discrimination

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

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

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

ARTICLE 4

No Strikes

Section 4-1. 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

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

Section 5-2. Witness Duty. Any employee, upon the request and for the benefit of the County, attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, shall be paid as if engaged in the employee's normal work. If the employee is subpoenaed to any legal or court proceeding in which the employee is not personally or monetarily interested, they shall be paid as if engaged in the employee's normal work, time spent traveling to and from those proceeding and wait time related to the employee's testimony that occur during the employee's regularly scheduled work hours, shall be considered as time worked.

Section 5-3. Fees. Any fees, excluding mileage, received as a juror or witness while being paid as a County employee shall be reimbursed to the County as a condition of approval for any civil leave request.

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 Agreement
5 upon written authorization signed by the employee directing the County to make such deduction
6 and transmit an amount to the Union. The deduction authorization shall continue until one of the
7 following occurs:

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

10 (b) the employee is terminated.

11 The dues deduction cancellation shall be effective thirty (30) calendar 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 such
15 dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County
16 \$125.00 for processing the dues checkoff no later than October 30 of the fiscal year. For the
17 payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or
18 deletions of employees in the bargaining unit, the names of employees on whose behalf dues have
19 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 out
22 of or on account of any payroll deduction of Union dues. The Union agrees that in case of error,
23 proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 7

Seniority

Section 7-1. Definition. Seniority is an employee's length of continuous service with the County, dating from their last date of hire 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.

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. During such time, an employee will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

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 during which, if they are not retained, they shall be returned to their former classification if it exists and there is a vacancy available. If an employee is absent on excused leave for more than thirty (30) consecutive calendar days during this promotional probationary period, the promotional probationary period may be extended for up to an additional three months. The position from which the employee has been promoted or transferred will not be permanently filled for six 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, they may exercise the replacement procedure outlined in Article ~~7-VH~~, Section 5 of this Agreement.

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

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

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

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

Section 7-4. Job Posting. In the event a job opening is to be filled, the vacancy shall be posted for a minimum period of ten (10) working days on the County's website. An assessment process will be utilized. If funding is available, it will be facilitated by a professional entity contracted by the department. An interview panel, which shall be determined by the Fire Chief, will review the candidates, participate in the interview and provide input and a recommendation to the Fire Chief on filling the vacancy. ~~—~~ The Union shall be notified of the interview panel when the testing is announced to candidates. The County agrees to formally notify employees who are not selected for promotional opportunities. Such notification shall be in writing and shall identify an employee's opportunity for further discussion with the hiring supervisor(s) regarding the selection process.

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

Section 7-5. Layoff and Recall. For the purpose of Layoff and Recall, seniority is defined as an employee's length of continuous service with the County, dating from their most recent

1 promotion date into the affected classification. In the event of a reduction in the work force, newly
2 hired probationary employees in the classification affected shall be first laid off. If further
3 reductions are necessary, non-probationary employees and employees who are on promotional or
4 transfer probation in the affected classification shall be laid off from the classification affected.
5 Employees covered by this contract will be permitted to replace employees in the IAFF General
6 Unit #3852, if all of the applicable conditions listed in Article 7.6 are met. The order of such layoffs
7 shall be based on seniority with the least senior employees in the classification laid off first,
8 provided that factors (a) and (b) in Section 3 are relatively equal. In the event of the relative
9 inequality of these factors, objectively determined as between employees in the same
10 classification, the employee with the higher values of factors (a) and (b) shall be retained.

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

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

19 In the event any temporary or stand-by positions become available during a layoff, the
20 County will first offer those positions to employees who were laid off in accordance with Article
21 ~~7VH~~, Section 5 of this Agreement. Acceptance of a temporary or stand-by position will not affect
22 an employee's recall rights under Article ~~7VH~~, Section 5.

23 Section 7-6. Loss of Seniority. Seniority and the employment relationship shall be broken
24 and terminated if an employee:

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

1 (d) is laid off and fails to return to work within ten (10) calendar days after the notice
2 of recall has been sent by certified mail with return receipt requested, addressed to
3 the last known address of record unless there is a reason, acceptable to the County,
4 for such failure;

5 (e) is laid off for twenty-four (24) consecutive months or one-half of the employee's
6 seniority at the time of layoff, illness or injury, whichever is lesser;

7 (f) is absent from work in the case of sickness or illness or injury incurred on the job
8 for twenty-four (24) consecutive months or one-half of the employee's seniority at
9 the time of layoff, illness or injury, whichever is lesser;

10 (g) fails to report for work at the termination of a leave of absence or extension thereof;
11 or

12 (h) accepts gainful employment without permission while on leave of absence.

13 Section 7-7. Seniority during Approved Leave of Absence. An employee's seniority shall
14 be retained during an approved leave of absence but shall accumulate further only during leave
15 with pay and for sixty (60) days without pay, except for leave under Article 8, Section 6.

ARTICLE 8

Leaves of Absence

Section 8-1. Sick Leave. All permanent-employees who regularly work a forty-hour work week shall earn four (4) hours of sick leave with each bi-weekly pay period 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. The employee must be in active pay status for at least seventy-five percent (75%) of the pay period in order to accrue sick leave. Persons who work a normal workweek averaging fifty-six (56) hours, forty-eight (48) hours upon implementation of Kelly Day, shall accrue sick leave at the rate of five point six (5.6) hours, four-point eight (4.8) hours upon implementation of Kelly Day, 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 annual leave on a two (2) for one (1) basis. The conversion of sick leave will be approved only if the employee has a remaining balance of sick leave of at least one hundred twenty (120) hours, for fifty-six (56) hour per week employees, forty-eight (48) hour employees upon implementation of Kelly Day, and ~~sixtyeighty (6080)~~ 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 31. Upon separation from employment after ten (10) years' service, an employee will be entitled to be paid for 50% of their accrued sick leave at the current rate of pay. Employees hired on or after April 1, 2011, upon separation from employment after ten (10) years of service will be entitled to up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to work ~~either~~ forty (40) ~~or forty-eight (48)~~ hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual) for employees regularly scheduled to work an average fifty-six (56) hour work week, forty-eight (48) hour work week upon implementation of Kelly Day. Employees will be permitted to accrue sick leave beyond the sick leave accrual cap, but will be limited to the aforementioned cap for payout purposes.

1 Section 8-2. Utilization of Sick Leave.

2 Paid sick leave shall not be taken prior to the time
3 of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be
4 utilized for employee sickness, sickness in the employee's immediate family residing with their
5 (except in the case of children, step-children, parents, step-parents, and current parents-in-law, in
6 which case there will be no residency requirement), necessary doctor's appointments, injury,
7 disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be
8 required to supply proof of sickness, injury or disability. If a second medical opinion is required
9 for any reason by the County, the employee will be ~~is~~ sent to a physician of the County's
10 choosing for such purpose, and the County will pay the expenses thereof. Utilization of sick leave
11 will be implemented according to the following definitions:

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

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

25 Section 8-3. Leave for Compensable Injury.

26 If an employee sustains a job-related injury
27 they shall be entitled to Workers' Compensation payments in accordance with the laws of the State
28 of Florida. In addition, an employee may utilize available sick leave to supplement Workers'
29 Compensation payments. In no instance shall this combination exceed one hundred percent
(100%) of the employee's regular base rate.

30 Section 8-4. ~~Military Leave-Reserve or Guard Training~~Short-Term Military Leave.

1 ~~Short Term military leave shall be granted for purposes of attending military training in~~
2 ~~accordance with Chapter 115, Florida Statutes. An employee in the United States Reserve Forces~~
3 ~~or National Guard shall be granted military leave for training purposes with full pay and without~~
4 ~~loss of benefits. Such military leave shall not exceed 17 working days (maximum 12 hour day) in~~
5 ~~a calendar year. A request for short term military leave shall be submitted to the appropriate~~
6 ~~supervisor on a Leave Request Form, with or followed by proper documentation as soon as~~
7 ~~possible. Military leave for reserve or guard training shall be granted for purposes of attending~~
8 ~~military training in accordance with Chapter 115, Florida Statutes. An employee in the United~~
9 ~~States Reserve Forces or National Guard shall be granted military leave for training purposes with~~
10 ~~full pay up to a maximum of 240 hours during any one annual period and without loss of benefits.~~
11 ~~Such military leave shall not exceed that allowable by Florida law. A request for military leave~~
12 ~~for reserve or guard training shall be submitted to the appropriate supervisor on a Leave Request~~
13 ~~Form, with or followed by proper documentation as soon as possible.~~

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14
15 Section 8-5. Military Leave-Active Military Service~~Long Term Military.~~ Military leave
16 for active military service shall be granted in accordance with Chapter 115, Florida Statutes and
17 Chapter 250, Florida Statutes. The phrase "active military service" as used in this section shall
18 have the meaning as defined in Florida Statutes Section 115.08. This period shall include the time
19 during which a person in active military service is absent from duty on account of sickness,
20 wounds, leave or other lawful cause without loss of benefits or seniority, under the following
21 conditions: An employee ordered to active military service shall receive full pay for the first thirty
22 (30) days of the active military leave; and supplemental pay beginning on the 31st day of the active
23 military leave, not to exceed one-hundred eighty (180) calendar days of absence. Supplemental
24 pay is an amount necessary to bring the employee's total salary, including the base military pay
25 and the supplemental pay, to the level earned from County employment at the time the absence for
26 active military leave began. The department director is responsible for submitting an Employee
27 Action Form when the employee is entitled to supplemental pay under this section. An employee
28 in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida
29 Statutes, shall receive full pay for up to thirty (30) days at any one time. Following such an absence
30 for state active duty, the employee must perform the employee's County work for at least one full

1 shift before being eligible for another period of active military leave for state active military
2 service. An employee who is granted active military leave shall retain seniority rights. A request
3 for active military leave shall be submitted to the appropriate supervisor on a Leave Request Form,
4 accompanied by proper documentation, including military orders, as soon as possible.

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

26 Section 8-6. Personal Leave. Upon written request from an employee submitted
27 reasonably in advance, the County will grant a leave of absence without pay where good cause is
28 shown for one (1) or more days, but not to exceed thirty (30) days. This leave may be extended
29 or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the
30 opinion of the County, are satisfactory. In the operation of this section, the question of whether

1 an employee has accrued annual leave time shall not be considered. These leaves are intended to
2 be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave),
3 education, military service, or extenuating personal reasons. Leave requests under this section
4 shall not be arbitrarily or capriciously denied.

5 Section 8-7. Union Leave of Absence. Members elected to Union positions or appointed
6 by the Union to perform work which takes them from employment with the County shall, upon
7 written request, receive leave of absence without pay for the term of office or up to a period not to
8 exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional year
9 period. Employees desiring leave under this Section shall notify the County two (2) weeks in
10 advance of the date on which such leave is to become effective and shall specify the facts giving
11 rise to the request. If it is impossible to give two (2) weeks notice, the County will waive the two
12 (2) week requirement. No more than two (2) employees in any department shall be off on leave
13 under this Section at any one time unless mutually agreed upon by the parties. Union leave of
14 absence shall be limited to conventions, grievance hearings, contract negotiation, officers to attend
15 regular monthly business meetings, and other Union business mutually agreed upon by the County
16 and the Union. Seniority shall accumulate during such leave. Such leave of absence shall not be
17 arbitrarily or capriciously denied.

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

24 Section 8-8. Union Time Pool Leave. A time pool will be established under the provisions
25 of Section 7 of this Article. Union time pool leave shall be limited to conventions, grievance
26 hearings, contract negotiations, officers to attend regular monthly business meeting, and other
27 Union business mutually agreed upon by the County and the Union. This time may be used by any
28 Union member with approval from the Union President or Vice President. Requests shall be made
29 to the Department no later than the previous shift and no more than two (2) Union members
30 (inclusive of both IAFF Units) shall be off at any given time. These members shall not be counted

1 in the total numbers of employees permitted to take annual leave under Article 9, Section 3.
2 Provided that approvals of such leave shall be at the discretion of the Chief or ~~their~~~~his/her~~ designee.
3 All unused hours shall be carried over to the following calendar year.

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

15 Section 8-10. Bereavement Leave. An employee who has a death in their immediate
16 family will be granted a bereavement leave of up to five (5) consecutive days and not to exceed
17 forty-eight (48) work hours. Bereavement leave will not be charged to accrued annual or sick
18 leave. Immediate family is described as father, mother, step-parents, spouse, children, step-
19 children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and
20 sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current
21 grandparents-in-law, grandchildren, and legal guardian, and certified domestic partner.
22 Documentation shall be required as a condition for approval of bereavement leave. The
23 Administating Official may approve a longer period of bereavement leave.

24 Section 8-11. Time Off For Voting. On Election Day, employees who are registered to
25 vote will be allowed time off with pay to vote if their scheduled hours of work do not allow
26 sufficient time to vote. Any such employees must advise their immediate supervisor of a potential
27 time conflict at least forty-eight (48) hours prior to Election Day. In the event such notice is not
28 practicable, the supervisor will make every effort to accommodate the employee.

29 Section 8-12. Parental Leave. ~~Bargaining unit members shall be eligible for up to six~~
30 ~~weeks of parental leave in accordance with the County's Parental Leave Procedure as follows:~~

- a. First two weeks paid leave at 100% the employees straight time pay;
- b. Second two weeks paid leave at 75% the employees straight time pay; and
- c. Third two weeks paid leave at 50% the employees straight time pay.

The straight time pay includes incentives the employee regularly receives, but not incentive pay associated with seat time. The employee may supplement the remainder of the unpaid time with accumulated, earned leave. Such leave must run consecutively and will run concurrently with any applicable Family Medical Leave, and all other provisions of the County Procedure will apply to the bargaining unit members.

ARTICLE 9

Annual Leave

Section 9-1. Annual Leave/Eligibility and Accruals. Employees who are on the payroll and filling permanent full-time positions shall receive paid annual leave based upon their length of continuous service as follows:

BI-WEEKLY PAY PERIODS

40-Hour Work Week ~~48.56~~ Hour Work Week 56-Hour
Work Week

Bi-Weekly Bi-Weekly Bi-Weekly

<u>Length of Service</u>	<u>Accrual</u>	<u>Accrual</u>	<u>Accrual</u>
Less than 1 year (1)	3.24	3.34	<u>4.53</u>
<u>4.53</u>			
1 year but less than 5	3.85	4.04	<u>5.38</u>
<u>5.38</u>			
5 years but less than 10	4.6 <u>2</u>	4.85	<u>6.46</u>
<u>6.46</u>			
10 years but less than 15	5.38	5.65	<u>7.54</u>
15 years and over but less than 20	6.92	7.27	<u>9.69</u>
20 years but less than 25	8.46	8.89	
<u>11.85</u>			
25 + years	9.23	9.69	<u>12.92</u>
<u>12.92</u>			

Employees are not eligible to use or to be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this

1 article. The employee must be in active pay status for at least seventy-five percent (75%) of the
2 pay period in order to accrue annual leave. Employees who are reassigned from a 48-hour schedule
3 to work a 40-hour schedule shall have their annual leave balance converted accordingly and will
4 accrue annual leave hours at the rate for forty-hour work week employees. Likewise, employees
5 who move from a 40-hour schedule to a 48-hour schedule shall have their annual leave balance
6 converted accordingly and will accrue annual leave hours at the rate for forty-eight hour work
7 week employees.

8 Section 9-2. Annual Leave Pay. Annual Leave pay shall be calculated at the employee's
9 regular straight time rate for the number of hours the employee would have worked during the
10 week(s) they would have worked had annual leave not been taken.

11 Section 9-3. Selection of Annual Leave. Schedules of the available annual leave periods
12 for the next calendar year, including all fifty-two (52) weeks of each year, will be posted by
13 October 1 of the preceding year. The Department must receive all bids by November 1 of the year.
14 The annual leave bid calendar must be posted by November 30. Annual leave will be bid in each
15 classification by seniority: two (2) District Chiefs may be off on bidded annual leave on the same
16 day, contingent on coverage by another District Chief. Requests will not be arbitrarily and
17 capriciously denied. No employee will be allowed to bid annual leave in excess of the amount
18 they have accrued, or will accrue, during the next calendar year, including the amount of sick leave
19 that the employee may be eligible to convert in October of that year.

20 Section 9-4. Utilization of Annual Leave. Employees will be allowed to accrue annual
21 leave with no cap during the fiscal year, but will only be allowed to carry 500 hours for employees
22 assigned to a 40-hour work week or 500 hours for employees assigned to a ~~4856~~-hour work week
23 to the following fiscal year.

24 Employees upon separation from employment- shall be paid for any accrued annual leave
25 earned to the date of termination but not taken, up to a maximum of five hundred (500) hours for
26 employees regularly scheduled to work either a forty (40) hour work week or a ~~4856~~ hour work
27 week.

28 For employees assigned to a ~~forty-eightfifty-six (4856)~~ hour work schedule, annual leave
29 to the extent feasible may be taken in increments of less than one week, but not less than a

1 minimum of two hours with subsequent increments of fifteen (15) minutes. In the event that
2 annual leave time is used for educational purposes the time can be taken as a two (2) hour minimum
3 with additional fifteen (15) minutes increments up to twenty-four (24) hours, if there is sufficient
4 staffing and no overtime is generated. For ~~forty-eight~~~~fifty-six~~ (48~~56~~) hour employees, annual leave
5 time may be used for unscheduled purposes after the start of the employee's assigned shift, upon
6 approval of supervision and with as much notice as is practical, provided there is sufficient staffing
7 personnel to cover the shift and no overtime is generated. For ~~forty-eight~~~~fifty-six~~ (48~~56~~) hour
8 employees, the deadline for submitting leave (Floating Holiday, Military Leave or Annual Leave)
9 is ninety-four hours before the leave will begin. The deadline for canceling leave (Floating
10 Holiday, Military Leave or Annual Leave) is ninety-six (96) hours before the leave will begin.
11 However, at the time an employee decides to separate from employment with the County, the
12 employee shall take no more than one hundred and twenty (120) hours of annual leave to not
13 extend the date of separation. For employees assigned to a forty (40) hour work schedule, annual
14 leave to the extent feasible may be taken in increments of fifteen (15) minutes with subsequent
15 increments of fifteen (15) minutes. For forty (40) hour employees, annual leave time may be used
16 for unscheduled or scheduled purposes upon approval by their supervisor and with as much notice
17 as possible. However, at the time an employee decides to separate from employment with the
18 County, the employee shall take no more than eighty (80) hours of annual leave to not extend the
19 date of separation.

ARTICLE 10

Holidays

Section 10-1. Holidays Observed. The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate for forty-hour employees only:

New Year's Day

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

Memorial Day (last Monday in May)

Juneteenth (June 19th)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

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

Christmas Day

Two (2) Floating Holidays (to be taken during the fiscal year) for forty-hour employees only. Floating Holidays are to be taken as full shifts and are not to be divided into hours for purposes of use.

All bargaining unit members assigned a forty-eight (48) hour workweek shall receive one (1) Floating Holiday for Fiscal Year 2024 to be used by April 1, 2024. If Kelly Days (as discussed in Article 12) are not implemented by April 1, 2024, forty-eight hour employees shall receive a second Floating Holiday to be used by September 30, 2024. Following the implementation of a Kelly Day (as discussed in Article 12), bargaining unit members

1 assigned to a forty-eight (48) hour work week shall no longer receive Floating Holidays.
2 Requests to utilize Floating Holidays will follow the procedure of annual leave requests.
3

4 Section 10-2. Weekend Holiday. For forty-hour employees, hHolidays will be observed
5 on the day of their occurrence except that Sunday holidays shall be observed on the following
6 Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees
7 who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the
8 holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or
9 Sunday.

10 Section 10-3. Holiday Pay and Eligibility. For forty-hour employees iif a holiday is
11 observed on a day which is a regular workday for an employee and if they are permitted to be
12 off that day due to the holiday, they shall be paid for the number of hours they would have worked
13 in a normal work shift at their regular straight time rate provided they workeds at least 50% of the
14 regularly scheduled workday immediately preceding the holiday and immediately following the
15 holiday, unless the employee is on approved paid leave for at least 50% of both days.

16 ~~If the holiday occurs on a day which is a regularly scheduled day off for the forty-eight/fifty-~~
17 ~~six (48/56) hour employee, they will receive additional pay for that workweek equal to one-half of~~
18 ~~the employees' shift.~~ For an forty (40) hour employee, if the holiday falls (or is observed on a
19 regularly scheduled day off), they will ~~behave the option of receiving compensatory time or paid~~
20 equal to one normal work shift not to exceed ten hours. Employees hired on or after April 1, 2011
21 shall not be eligible to receive Holiday Pay as described in this section (10.3) for holidays that
22 occur on a day which is their regularly scheduled day off.

23 Section 10-4. Holiday Work. ~~A~~ forty-eight hour employee who ~~is regularly required to~~
24 works their scheduled operational shift on any of the above listed holidays in Section 10-1 shall
25 be paid their regular hourly rate at a multiplier of two (2). A forty-eight hour employee who does
26 not work on one of the listed holidays above will receive no compensation for the holiday.

27 ~~Section 10-5. Holiday during Annual Leave. In case a holiday is observed on any day~~
28 ~~during an employee's annual leave, the holiday will be paid as in Section 3 above and will not be~~
29 ~~charged to the employee's accrued annual leave.~~

1 ~~Section 10-6. Floating Holiday for 56 Hour Employees. All such employees shall be~~
2 ~~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 grievance
4 is any dispute or difference between an employee and Alachua County involving the meaning,
5 interpretation, or application of the provisions of this Agreement. Grievances shall be handled in
6 the following manner.

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

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

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

26 Step 4: If the Union is not satisfied with the written answer of the County Manager or
27 designee, or if no timely written answer is rendered, the Union Officer shall submit
28 a written request, signed also by the grieving employee(s), appealing the grievance

1 to arbitration within sixty (60) calendar days of the answer or failure of timely
2 answer.

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

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

8 Section 11-2. Arbitrator Selection. The Union's appeal to arbitration shall be submitted to
9 an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected
10 from a list furnished by the Federal Mediation and Conciliation Service by means of alternate
11 striking of names. A coin toss will determine which party strikes first. If either the County or the
12 Union is dissatisfied with the original list, either one may request the Federal Mediation and
13 Conciliation Service provide a second list from which to choose an arbitrator.

14 Section 11-3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify,
15 ignore, or add to the provisions of the agreement. They shall consider and decide only the
16 particular issue involved in the grievance presented.

17 The award of the arbitrator shall be final and binding on the County, the Union, and the
18 employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became
19 known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared
20 equally by the County and the Union. If either party cancels an Arbitration, that party is responsible
21 for all costs associated with the cancellation. Costs associated with cancelling/postponing because
22 of "Acts of God", i.e., storms, declared emergencies, etc. will be borne equally by both parties.

23 Section 11-4. Time Limits. No grievance shall be entertained or processed unless it is
24 commenced in Step 1 within ten (10) calendar days after the occurrence of the event giving rise to
25 the grievance or within ten (10) calendar days after the event became known or should have
26 become known to the employee(s). If an employee desires to speak with management about a
27 matter (except discharge) which would otherwise be grievable, they may do so in which event the
28 employee will have four (4) calendar days in which to speak with management and the time limits
29 for filing a grievance will commence on the fifth day. If a grievance is not appealed within the

1 time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of
2 the County, or if no answer has been made it shall be deemed denied. The time limits may be
3 extended by mutual agreement of the parties.

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

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

14 Section 11-6. Untimely Performance Reviews.

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

- 17 1. LEVEL 1. If a performance review is not completed on time, the employee may
18 request a review of the circumstances by the department director.
- 19 2. LEVEL 2. If the situation is not resolved within fourteen (14) calendar days of
20 the initiation of LEVEL 1, the employee may present a written appeal to the County
21 Manager.
- 22 3. LEVEL 3. In the case of annual performance reviews, if the employee is not
23 satisfied with the resolution at LEVEL 2, they may file a written grievance at Step
24 3 under section 1 of this Article within seven (7) calendar days of the notice of
25 resolution at LEVEL 2.

26 B. If the employee feels that performance review factors in the current review instrument do
27 not accurately reflect the duties assigned to their position, they may request a copy of the
28 performance review form and reexamination of the performance review instrument by the Director

1 of Human Resources. Such request must be made prior to the completion of the performance
2 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 ~~forty-eight~~
5 ~~(48)~~ forty-six (46) hours. The County may assign forty (40) hour workweek employees any combination of
6 workday hours in a workweek in order to ensure full coverage for county operations. All
7 employees will be made aware of their weekly work schedules at least two (2) weeks in advance,
8 unless there is an 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 has worked Additional Hours to fill a District Chief vacancy (no minimum hours) or
11 is assigned to act as a District Chief in charge of a special event (no minimum hours), they will be
12 paid additional hours at the employee's current hourly rate for the number of hours worked ~~or the~~
13 ~~employee may elect to accrue compensatory time, on an hour for hour basis.~~ Any hours that a
14 District Chief works while waiting for relief will be paid as Additional Hours. These hours do not
15 include completing any shift assignment once the District Chief is relieved. When position
16 vacancies occur, the department will fill the positions by utilizing the out-of-class list. Employees
17 who meet all of the minimum qualifications required to test for the District Chief position will be
18 used first. To be eligible to fill the vacant position, employee must have demonstrated competency
19 in that higher classification through evaluation exercises administered by the Department training
20 staff. If employees are scheduled to work out-of-class and someone calls in for leave after 0800
21 hours for the next day, employees shall stay as they are scheduled and the vacant position will be
22 filled in the lower classification. If sufficient staffing is not available, the District Chief with the
23 fewest additional hours will be offered the additional hours first. In the event two (2) or more
24 District Chiefs have the same number of additional hours, the assignment will be offered in
25 seniority order. As employees accept additional hours, the hours will be added to their buckets.
26 All buckets will be reset each January 1. If no ~~forty-eight~~ forty-six (46) hour District Chief
27 accepts the offer of additional shift assignment, the ~~40-hour~~ 40-hour District Chief will be offered
28 the assignment. In the event no District Chief accepts the offer of an additional shift assignment,
29 offers will be made to overtime out-of-class assignment to an eligible employee on the affected

1 shift in the General IAFF Bargaining Unit. All prescheduled District Chief vacancies will be filled
2 a minimum of forty-eight (48) hours in advance.

3 If no General IAFF Bargaining Unit employee is assigned or the assignment results in
4 mandatory overtime in the Lieutenant classification, then a District Chief will be mandated to
5 work. Mandated assignments will be made on a rotating basis, based on the number of mandatory
6 counts in their mandatory bucket. The District Chief with the fewest counts will be mandated to
7 work. In the event two (2) or more District Chiefs have the same number of counts, the assignment
8 will be given to the least senior District Chief. In an effort to achieve an equitable distribution of
9 all Additional Hours opportunities the Department will utilize Telestaff to offer additional
10 assignments and maintain the Department's schedule.

11 Management unit employees may alleviate mandatory overtime assignments in the
12 Lieutenant position, Rescue Lieutenant position, EMS Attendant and/or special event positions as
13 long as the employee has previously held the position or successfully completed the out of class
14 course.

15 Section 12-3. Other Assignment. In the event an employee in the District Chief
16 classification is assigned by the Fire Chief or designee to attend meetings, trainings sessions, work
17 on special projects or any other work activities of at least one (1) hour in addition to their regular
18 shift, the employee will be paid at their current hourly rate, for the number of hours worked. Any
19 additional hours attributed to special assignments or projects shall be counted as incidental
20 additional hours.

21 ~~Section 12-4. Compensatory Time. The accrual of compensatory time is limited to eight~~
22 ~~(80) hours for forty (40) hour work week employees and one hundred and twelve (112) hours for~~
23 ~~fifty six (56) hour work week employees. Hours earned in January through September must be~~
24 ~~used by the end of that calendar year. Hours earned October through December must be used by~~
25 ~~the end of the next calendar year. Hours remaining at the end of the respective calendar year will~~
26 ~~be lost. There is no pay out for accrued compensatory time. If an employee transfers to another~~
27 ~~department or to a non-exempt position, all accrued compensatory time will be forfeited.~~

28 Section 12-45. Trade Time Policy. Upon prior approval of the Fire Chief or their designee,
29 an employee may agree with another employee of the same classification (District Chief) to work

1 in place of said employee during their regularly scheduled work assignment, subject to the
2 following restrictions.

- 3 (a) No employee shall be permitted to have another employee substitute for them in
4 excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).
- 5 (b) Trade-time will be approved only for permanent, full-time employees of the
6 Fire/Rescue Department.
- 7 (c) The County shall compensate the employee regularly scheduled to work in the
8 amount they would have earned had they worked, and in no manner be liable for
9 any wages for the hours worked by the substitute employee (i.e. out of class will be
10 paid the employee normally assigned).
- 11 (d) Trade-time request forms will be signed by both parties of the trade and submitted
12 to the appropriate District Chief in charge of scheduling, and time prior to the
13 effective time of the trade.
- 14 (e) Traded time will be repaid within twelve (12) months.
- 15 (f) An employee substituting for another employee shall not be eligible to use annual
16 leave.
- 17 (g) An employee substituting for another employee shall be eligible to use earned sick
18 leave. Such sick leave usage shall be assessed as a correction to payroll at the end
19 of the pay period in which it occurred.
- 20 (h) An employee who fails to report to duty on an approved trade-time shall be assessed
21 the hours from their annual hours as a correction to payroll at the end of the pay
22 period in which it occurred, and the employee will receive Group I disciplinary
23 action for the first offense and loss of Trade-Time privileges for a period of one (1)
24 year from the date of the infraction. Additionally, the employees shall be obligated
25 to pay back all time owed another employee through approved trade time.

26 Section 12-56. Flex Time Policy. Forty (40) hour employees may utilize a flex
27 schedule due to extended work obligations including, but not limited to, training, assessments,
28 planning, etc. The Fire Chief or designee (employee supervisor) may authorize the use of a flex

1 schedule. Salaried employees must flex their work hours within the bi-weekly pay period. Hourly
2 employees must flex their work hours within the pay week. ~~Should there be insufficient~~
3 ~~opportunity to utilize the flex schedule within the pay period; the employee shall have the choice~~
4 ~~of utilizing compensatory time upon the approval of their immediate supervisor.~~

5 Section 12-6. Kelly Day. Effective on or before October 1, 2024, employees in the
6 District Chief classification who are certified firefighters shall work an average work week of
7 forty-eight (48) hours (“forty-eight hour employees” or “48 hour” employees), with twenty-four
8 (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (a “Kelly Day”)
9 every seventh shift. The parties agree that while Kelly Days may not be implemented until Fiscal
10 Year 2025, throughout this Agreement, these employees are referred to as forty-eight hour or 48
11 hour employees regardless of hours worked in Fiscal Year 2024.

12 Section 12-7. Kelly Day Implementation. The Department and Union recognize the
13 extraordinary complexities in implementing a Kelly Day, therefore both parties agree that any
14 unforeseen complications will immediately be brought to the attention of the parties involved. As
15 part of the implementation, both parties also agree to the following:

- 16 • All members of the bargaining unit will be paid out any remaining compensatory time at
17 their hourly rate as of September 30, 2023. The compensatory time check will be issued
18 following the BoCC’s ratification of this Agreement.
- 19 • Effective upon implementation of Kelly Day, all Annual and Sick leave balances shall be
20 converted to a forty-eight (48) hour balance rate at a factor of .8575. For example, an
21 employee who had one hundred twenty (120) hours accrued at a fifty-six (56) hour rate
22 will convert to one hundred- and two-point nine (102.9) hours at a forty-eight (48) hour
23 rate.

24 Section 12-8. Kelly Day Selection. Kelly Days will be selected before the selection of
25 annual bid leave. For all employees, the selection of Kelly Days shall be determined by shift, based

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1 on seniority as defined in Article 7 of the current Collective Bargaining Agreement. The following
2 method will be utilized in the Kelly Day selections process. Only one District Chief will be allowed
3 off on Kelly Day per shift.

Commented [CLW1]: What will be the method?

4 Exchange of Kelly Days will follow the same procedure as outlined in Section 12.4 Trade Time
5 Policy.

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6 The Kelly Day will remain in effect for the remainder of the annual Kelly Day cycle provided
7 the employee remains in that classification.

8 On an emergency basis, and in the discretion of the Fire Chief, all personnel shall be available
9 for call back. In the event of a major emergency (i.e., earthquake, tropical storm, hurricane, or civil
10 emergency) personnel who are required to work on a scheduled Kelly Day shall be paid additional
11 hours. Other than a major emergency personnel shall not be subject to mandatory assignments on
12 a scheduled Kelly Day.

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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 may
6 mount a bulletin board for the posting of its notices at locations agreed upon by management and
7 the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material
8 appearance as management and the Union shall approve. The Union's principal officer shall be
9 responsible for all notices posted under this section.

10 Section 13-2. Union Emblem. Union members will be permitted to wear the lapel or
11 button-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
13 discharge to a regular, permanent, non-probationary employee and to the Union ten (10) calendar
14 days prior 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
18 so and will have appropriate uniforms or a uniform maintenance service provided
19 to them;
- 20 (b) all new operational employees will be offered a hepatitis vaccination;
- 21 (c) all operational employees over age 35 will be offered a drug/alcohol test and a
22 biannual physical exam, the results of which will be made available to the employee
23 and the County.

24 Section 13-5. Re-Opener Clause. The county and the union agree that either party may
25 request to reopen one (1) Article each fiscal year with a total of no more than two (2) Articles
26 being opened by each side for the life of this contract except such reopener shall not include
27 Articles or Addenda on wages, it is further agree that if the County and the Union do not reach

- 1 agreement on the opened Article within sixty (60) calendar days the article being opened,
- 2 discussions shall cease, or impasse procedures invoked.

ARTICLE 14

Wages

Section 14-1. ~~StepPay~~ Plan Implementation. Effective the first full pay period in October 2023~~2~~, the ~~step plan~~~~pay plan~~ in Addendum I to this Agreement (hereinafter “~~StepPay~~ Plan”) is implemented for members in this bargaining unit in the District Chief ~~and Captain~~ classifications as further described in this Article 14 and Addendum I. ~~Current members in these classifications as of the date of ratification shall be placed on the Step Plan as described in Addendum II and receive the corresponding flat dollar amount as their annual wage.~~

~~For the first pay period in fiscal year 2025, each current non-probationary employee shall advance one step in the Step Plan. Employees who promote either into this bargaining unit, or promote within the bargaining unit after the implementation of the Step Plan will be placed in step one of the Step Plan for their new classification regardless of their salary at the time of promotion. For employees whose annual salary exceeds the top range of the Step Plan, either at the implementation of the Step Plan, or in subsequent years, shall receive a longevity payment in lieu of placement or progression on the Step Plan (the “Longevity Payment”) as shown on Addendum I. This Longevity Payment shall be paid in three lump sum payments on the following schedule: First full pay period in October; first full pay period in April; and first pay period in September. The Step Plan compensation is contingent upon budgetary restrictions and may be terminated by the Board of County Commissioners through the budget process.~~

~~This Pay Plan is the culmination of extensive negotiations between the County and Union. The parties agree that this Pay Plan supports the actual operations of the Fire Reseue Department, provides bargaining unit members with a plain and fair map incentivizing continuing education, ensures that Fire Reseue Department salaries remain competitive with nearby fire departments, encourages an equitable and~~

1 professional environment that fosters positive morale, and fully addresses all actual or perceived
2 pay inequities and compression resulting from any wage adjustments for bargaining unit members
3 made prior to and until October 1, 2023.

4 Section 14.2 Step Plan Structure. Employees in this bargaining unit shall not be eligible
5 for additional wages or compensation not in this Agreement, including costs of living, across the
6 board increases, merit, or any other adjustments, etc. provided to other bargaining units or non-
7 bargaining employees without further negotiations and ratification by both parties.

8 Section 14.2. Floating Floor Pay. Employees covered by this Agreement shall receive a
9 wage increase if a newly hired/promoted employee enters or promotes within the bargaining unit
10 at a higher salary within the same classification with less seniority as the incumbent employee.
11 The affected employee(s) salary will be increased by two percent (2%) greater than the new
12 employee's rate of pay. Such an increase shall occur effective the first full pay period after the new
13 employee's promotion.

14 Section 14.3. Pay Plan Structure. All newly promoted members of the District Chief
15 classification will be placed at Level 1 of that classification. To progress one level in a particular
16 classification in the Pay Plan, the bargaining unit member must earn the educational requirements
17 identified in the Pay Plan for the next applicable level, complete one year of employment in the
18 level, and not be disqualified from progressing to the next level due to disciplinary action as further
19 described in Section 14.5 (or "Eligibility Requirements"). When bargaining unit members
20 progress from one level to the next level in a classification in the Pay Plan, they will receive the
21 flat dollar amount increase (identified in the Pay Plan) to their base salary associated with the level
22 they are progressing to. For FY 2022, there will be no dollar amount increase for level up within
23 a classification. All base salaries for each classification in the Pay Plan shall increase by seven (7)

1 ~~% as of October 1, 2022. An increase of 3% will be applied to all employees of this bargaining~~
2 ~~unit effective the first full pay period upon ratification by the bargaining unit after negotiations on~~
3 ~~February 13, 2023. There shall be no adjustment to the base salary for each classification, and this~~
4 ~~increase will be to the individual member's pay. After this increase, there shall be no adjustments~~
5 ~~to the base salaries for the classifications in the Pay Plan unless negotiated and ratified by both~~
6 ~~parties.~~

7 ~~Section 14.4. Eligibility for Progression. Effective October 1, 2022, all employees in the~~
8 ~~Management Bargaining Unit will receive a seven (7) % raise applied to their base salary. Those~~
9 ~~members of the bargaining unit who meet all Eligibility Requirements of the Pay Plan for~~
10 ~~progression by April 1st or October 1st (hereinafter "Eligibility Date") each year shall be eligible~~
11 ~~to progress in the Pay Plan effective the first full pay period following their applicable Eligibility~~
12 ~~Date (hereinafter "Effective Date") of that same year. Members of the bargaining unit may only~~
13 ~~progress to the next level once per fiscal year.~~

14 ~~Section 14.5. Ineligibility for Progression Due to Discipline. Any member of the bargaining~~
15 ~~unit who receives a disciplinary action for the second occurrence of a Group I offense or a~~
16 ~~disciplinary action for the first occurrence of a Group II or a Group III offense within one year of~~
17 ~~the Eligibility Date is disqualified from progressing in the Pay Plan for that same year.~~

18 ~~Section 14.36. Paramedic Pay. Members of the bargaining unit who are certified paramedics~~
19 ~~will receive paramedic pay of \$7,500.00 per year ("Paramedic Pay") when they obtain clearance~~
20 ~~from the Alachua County Medical Director. All Paramedic Pay will be calculated into the hourly~~
21 ~~rate of the member for all hours of work, including any additional hours for each classification in~~
22 ~~this unit.~~

1 Section 14-47. Incentive Pay. Members of the bargaining unit who have certain specific
2 certifications or met certain educational milestones, shall receive incentive pay in addition to their
3 base salary hourly rate and Paramedic Pay, if applicable. Members will receive incentive pay the
4 first full pay period following verification of the applicable certifications or educational
5 milestones. All incentive pay will be calculated into the hourly rate of the member for all hours
6 of work, including any additional hours.

- 7 • Tech Rescue Operations Training Certificate-\$0.06
- 8 • Tech Rescue Technician Training Certificate (not cumulative with Operations
9 Training Certificate-\$0.12
- 10 • Bilingual with proof of fluency in second language-\$0.08
- 11 • A.A. or A.S. until required at level or classification-\$0.09
- 12 • B.A. or B.S. in related field until required by level or classification (not cumulative
13 with A.A./A.S.)-\$0.18

14 ~~• Out-of-Class (Lieutenant to District Chief) \$3.00~~

15 Section 14-58. Pay Adjustment for Out-of-Classification Assignment. Any employee who
16 works as an out-of-class District Chief will be paid \$3/hour incentive for all hours worked in that
17 out-of-class status.

18 Section 14-69. Acting Status. In the event an employee is assigned on a temporary basis
19 to a vacant administrative or managerial position, they will receive a ten (10%) increase to their
20 current regular rate of pay. The employee assigned the acting status must have successfully
21 completed their initial probationary period and must met the posted minimum requirements of the
22 position.

1 If a District Chief vacancy of greater than 30 calendar days is anticipated, the Fire Chief or
2 designee may appoint an individual(s) to serve in an Acting District Chief capacity. These
3 individuals must meet all the requirements to work as an out-of-class District Chief as outlined in
4 Article 12, Section 2.

5 ~~Section 14.10. Educational Requirements in the Pay Plan for Bargaining Unit Members with~~
6 ~~20 Years of Service. All bargaining unit members with 20 or more years of service with Alachua~~
7 ~~County Fire Rescue as of October 1, 2019 may forego the educational requirements in the Pay~~
8 ~~Plan and instead progress to the next level of their current classification in October 2022.~~

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 or
5 benefits provided by the insurance program will involve the active participation of the Union if it
6 chooses; however, the County will not be required to negotiate levels of premiums or benefits with
7 the Union.

8 Section 15-2. Premium Cost. The cost of the premium for health insurance shall be borne
9 eighty-seven and one half percent (87.5%) by the County and twelve and one half percent (12.5%)
10 by the employee for individual coverage, and seventy-five percent (75%) by the County and
11 twenty-five percent (25%) by the employee for dependent coverage.

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

16 The Alachua County Board of County Commission will continue to pay eighty percent
17 (80%) of the premium for single coverage if funding is available.

18 Section 15-4. Retiree Health Insurance Subsidy. The County and Union agree that
19 beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy.
20 The subsidy is ~~\$7.503~~ per month for each year of service with Alachua County. In order to qualify
21 for this subsidy the retired employee must have worked for Alachua County for at least six (6)
22 years, and currently have health insurance with Alachua County. The ~~minimum monthly subsidy~~
23 ~~is \$18 (6 years); the~~ maximum is ~~\$90.225~~ per month (30 years). Each month the retired employee
24 will receive a check from Alachua County. If in the future the retired employee cancels the retiree
25 health insurance with Alachua County, an annual certification form showing proof of health
26 insurance elsewhere must be forwarded to Risk Management to continue receiving the monthly
27 subsidy. Retirees in the State's Florida Retirement System (FRS) who have entered into the
28 Deferred Retirement Option Program (DROP) are not eligible to receive the County's health
29 insurance subsidy until their participation in DROP ends. Time in DROP will not count towards

1 years of service for the purposes of this policy. The approval of this retiree health insurance subsidy
2 each year will be based on available funding.

3 Definitions: (a) Retiree: An Alachua County retiree is defined as any employee working
4 for County Government, inclusive of the Board of County Commissioners. (b) You meet the
5 Florida Retirement System's Pension Plan's normal retirement age or service requirements for
6 your class of membership and have terminated your employment with Alachua County.

1 ARTICLE 16

2 Union Membership

3 Section 16-1. The parties acknowledge that employees are free to become members of the
4 Union and/or engage in Union activity, or to refrain from membership or such activities as
5 provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union, as
6 the certified employee organization, shall not be required to process grievances for employees who
7 are not members of the Union.

1 ARTICLE 17

2 Educational Assistance Program

3 Section 17-1 General. It is the intent of the County to assist full-time, permanent
4 employees to take advantage of opportunities for training, development, and advancement
5 consistent with individual ability, performance, job requirements, and availability of funds.

6 Section 17-2. General Fund.

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

14 Section 17-3. Eligibility Requirements. Only permanent, full-time County employees
15 who have completed their probation period will be eligible to participate in this program.

16 Section 17-4. Conditions of Approval or Payment

- 17 a. The County will participate in the cost of those courses, both correspondence and
18 classroom, which are determined to be directly related to the duties of the position
19 held by the employees seeking assistance; to the duties of a position to which an
20 employee might reasonably be expected to progress to in the normal course of
21 advancement with the County; or is a valid elective for a degree program approved
22 by the Department Director. Courses must be taken from an accredited or
23 recognized educational institution.
- 24 b. The County will pay the cost of tuition for such courses, as outlined in the Alachua
25 County Employee Policy # 5-21, but will not reimburse an employee for books,
26 fees, supplies, or other expenses in connection with the course(s) to be taken.
- 27 c. The County will not pay any proportional share of the cost of tuition which has
28 been advanced to the employee from other sources, such as scholarships, grants, or

1 other subsidies. In the event of a partial scholarship or grant, the County will
2 reimburse tuition based on paragraph 4b or the actual expense to the employee,
3 whichever is greater.

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

9 Section 17-5. Application Procedure.

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

24 Section 17-6. Method of Payment. It shall be the responsibility of the employee to obtain
25 a certificate or proof of grade from the institution indicating the course grades. These grades shall
26 be presented, with the original application form, to the Department Director. The Department
27 Director will indicate approval or disapproval and then forward all material to the Human

Resources Office. If conditions for reimbursement have been met, the Human Resources Office shall authorize a reimbursement payment to the employee.

Section 17-7. Required Courses. If an employee is required by the County as part of his/her job, to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost of the course including the cost of books, fees, and special charges except as provided herein. Payment of such classes shall be made in advance of the employee enrolling in the program. All required courses shall first be approved by the Department Head of the employee's respective department.

Section 17-8. Classes on County Time.

a. An employee will be permitted to take classes during their normal scheduled working hours only when:

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

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

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

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

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

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

1 Section 17-9. General Provisions.

- 2 a. If an employee resigns or is terminated for any reason prior to receiving a
3 reimbursement, there shall be no obligation on the part of the County to pay any
4 part of this expense.
- 5 b. An employee who has completed an approved course, and is on leave of absence at
6 the time ~~they~~~~he/she~~ ~~are~~~~is~~ eligible to receive reimbursement, will be eligible for
7 ~~payment upon~~~~payment upon~~ their return to active duty.
- 8 c. If an employee has enrolled in classes under section 4 above and received approval
9 for reimbursement, the County shall make a reasonable effort to allow the employee
10 the opportunity to complete the courses signed up for. In the event the County
11 changes an employee's work schedule which would interfere with the approved
12 course (providing the employee's course cannot be rescheduled) the County shall
13 reimburse the employee for his/her tuition costs, cost of books, and any other
14 directly related educational fees (including supplies and materials). Said
15 reimbursement shall be made upon the authorization of the Department Head.

1 ARTICLE 18

2 Waiver of Bargaining

3 Section 18-1. The Union acknowledges that it had an opportunity during the negotiations
4 which led to this Agreement, to bargain over any and all subjects not removed by law from the
5 scope of 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 achieved
8 only 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 the
14 County, however, the Union shall have the right, upon request, to bargain over the impact which
15 such changes have wrought upon this Agreement, if any, and to secure a written amendment to
16 this Agreement if such bargaining produces an agreement.

Article 19

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

Section 1. Policy Statement. The manufacture, use, possession or distribution of illicit or controlled substances on the job is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and being under the influence of legal drugs to the extent that normal faculties are impaired, is strictly prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action, including dismissal. Any confiscated drugs will be turned over to local law enforcement officials. If an employee is under medical treatment with a drug that could alter his/her ability to do the job, ~~they(s)he~~ he ~~are~~ 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. The County does not permit the use of marijuana acquired through a medical marijuana certificate as allowed in Section 381.986(15.a.) Florida Statutes. Medical marijuana use will be treated as an illicit substance and is subject to this Article. Over-the-counter THC products and CBD products are not regulated and may contain enough THC to result in a positive drug test.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (e) Follow-up - If an employee, in the course of employment, has a confirmed positive
28 drug or alcohol test and subsequently accesses the Employer Assistance Program

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

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

- 15 (1) Pre-employment - Final candidates for or employees who transfer, promote
16 or demote to a covered position will be tested for both alcohol and drugs
17 prior to the effective date of the transfer, promotion or demotion.
- 18 (2) Post-accident - A covered driver will be tested following an accident when
19 any person involved in the accident has been fatally injured or the driver
20 receives a citation for a moving traffic violation arising from operating the
21 commercial motor vehicle. Additionally, any driver involved in an accident
22 will be subject to testing under Reasonable Suspicion, section 4.d.
- 23 (3) Reasonable Suspicion - Same as for other employees.
- 24 (4) Random - Employees will be tested for alcohol and drugs on a random
25 unannounced basis just before, during or just after operating a commercial
26 motor vehicle. Not less than twenty-five percent (25%) of the total number
27 of employees in covered positions will be tested for alcohol in the first year
28 and fifty percent (50%) for drugs the first year. The number to be tested in
29 subsequent years will conform with federal rules. Each driver shall be

1 chosen using a scientifically valid random method and shall have an equal
2 chance each time selections are made.

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

9 (1) the employee undergoes an evaluation, and where necessary,
10 treatment; and

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

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

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

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

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

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

23 Alcohol

24 Amphetamines

25 Cannabinoids

26 Cocaine

1 Phencyclidine

2 Methaqualone

3 Opiates

4 Barbiturates

5 Benzodiazepines

6 Methadone

7 Propoxyphene

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

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

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

15 Amphetamines 1000 ng/ml

16 Cannabinoids 50 ng/ml

17 Cocaine 300 ng/ml

18 Phencyclidine 25 ng/ml

19 Methaqualone 300 ng/ml

20 Opiates 300 ng/ml

21 Barbiturates 300 ng/ml

22 Benzodiazepines 300 ng/ml

23 Methadone 300 ng/ml

24 Propoxyphene 300 ng/ml

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

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

11	Alcohol (CDL holders only)	.02% (by breath alcohol testing)
12	Alcohol (all other testing)	.05g% (by blood)
13	Amphetamines	500 ng/ml
14	Cannabinoids	15 ng/ml
15	Cocaine	150 ng/ml
16	Phencyclidine	25 ng/ml
17	Methaqualone	150 ng/ml
18	Opiates	300 ng/ml
19	Barbiturates	150 ng/ml
20	Benzodiazepines	150 ng/ml
21	Methadone	150 ng/ml
22	Propoxyphene	150 ng/ml

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

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

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

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

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

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

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

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

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

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

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

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

1 EAP or other rehabilitation program as a result of a first violation will be allowed to continue
2 employment with the County provided that:

- 3 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms
4 of treatment and counseling prescribed; and
- 5 (2) They immediately cease any and all abuse of alcohol or drugs; and
- 6 (3) They consent in writing to periodic unannounced testing in accordance with Section
7 4(e) of this Article for a period of up to two (2) years after returning to work or
8 completion of any rehabilitation program, whichever is later. If the employee
9 separates employment prior to completing the mandatory two (2) year random
10 follow up testing, ~~they~~he/she will be required to complete that testing if re-hired by
11 the County.
- 12 (4) They pass all drug tests administered under this program.
- 13 (5) They execute and abide by an agreement describing the above stated conditions.

14 Section 9. Employees Working Under Federal Grants. Employees working under Federal
15 grants must notify management as a condition of employment, in writing, within five calendar
16 days, if they are convicted of violating a criminal drug statute. Employees who are convicted of
17 violating a criminal drug statute will be subject to disciplinary action up to and including
18 termination, or will be required to satisfactorily participate in a federal, state, local or law
19 enforcement approved drug abuse assistance or rehabilitation program. The County will notify the
20 Federal agency in writing, within 10 calendar days, if any employee working under a Federal Grant
21 is convicted of violating a criminal drug statute.

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

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

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

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

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

1 _____

2 Employee or Final Candidate Signature

Employee Name Printed

3 _____

4 Date of Birth

Date/Time Signed

5 _____

6 Department

Position

7 _____

8 Witness

9

10 For Final Candidates Only:

11 I understand that my post-offer drug and/or alcohol test is scheduled with

12 _____, located at _____, Gainesville,

13 Florida, on _____ at _____.

14

15

16

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ARTICLE 20

Term

This Agreement shall remain in effect until midnight, September 30, 202~~5~~³ and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) calendar 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. WHEREUPON the parties have set their hands and seals as of this _____ day of _____, 2023.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #3852

BY: _____

BY: _____

Michele Lieberman, Esq.
County Manager

Robert ~~Smith~~^{A. Sullivan}
Local #3852/IAFF Management

BY: _____

Heather Akpan
Human Resources Director

BY: _____

BY: _____

Anna Prizzia, Chair
Alachua County Commission

Jesse K. Irby II, Esq.
Clerk of Court