

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

GENERAL UNIT

October 1, 2024 - September 30, 2027

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AGREEMENT

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This AGREEMENT is collectively made and entered into as of October 1 of 2024, , as to all terms and conditions of employment, by and between ALACHUA COUNTY (hereafter referred to as the “County” or “Employer”) and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1214 (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

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ARTICLE 1

Recognition

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

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ARTICLE 2

Management Rights

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

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

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

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ARTICLE 3

Non-Discrimination

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

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

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

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ARTICLE 4

No Strikes

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

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ARTICLE 5

Jury Duty - Witness Duty

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

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

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ARTICLE 6

Check-off of Dues

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

- (a) the employee gives written notice to the County and the Union revoking the dues deduction authorization;
- (b) the employee is terminated;

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

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

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

1 ARTICLE 7

2 Seniority, Promotion, and Hiring

3 Section 7.1. Definition.

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

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

14 Section 7.2. Probationary Employees. A new employee shall be considered a probationary

15 employee for twelve (12) months after which seniority shall date back to the date of hire as a
16 permanent employee. During such probationary period, a probationary employee shall not have
17 seniority and may be laid off, discharged, or otherwise terminated by the County and such action
18 shall not be subject to the grievance procedure of this Agreement. Employees who move from a
19 trainee status to Firefighter shall be on probation for a period of twelve (12) months after their
20 classification change and may be laid off, discharged, or otherwise terminated by the County and
21 such action shall not be subject to a grievance procedure of this agreement. Employees who
22 receive a promotion, or who transfer to a different classification, shall be on probation in that
23 classification for a period of six (6) months after which, if they are not retained, they shall be
24 returned to their former classification if it exists and there is a vacancy available. If an employee
25 is absent on excused leave for more than 30 consecutive days during this promotional
26 probationary period, the promotional probationary period may be extended for up to an additional

1 three months. If the promoted or transferred employee is not retained in their new position and
2 the former job has been permanently filled, they shall go to their previously held position.

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

6 (a) ability and qualifications to perform the work, determined by oral interviews, written tests
7 and practical skills assessments where possible (in which event the test and assessments
8 will be monitored by someone from the Human Resources Department and the Union if
9 so requested); and

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

11 (c) seniority.

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

17 (e) One must be cleared as an attending Paramedic by Alachua County's Medical Director
18 prior to promotional testing excluding Firefighter/EMTs with 15 years at ACFR testing
19 for Driver Operator.

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

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

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

1 overall weighted scoring utilized for final ranking.

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

5 Section 7.4. Single Ladder of Promotion.

6 Members of the bargaining unit shall have a clearly defined method in which to successfully
7 promote. Effective October 1, 2024, entry point into the twenty-four (24) hour division shall be
8 through Firefighter Trainee or Step 1.. The minimum qualifications for promotional testing are
9 as follows:

10 Driver/Operator:

- 11 a. Two years employed with ACFR as a Firefighter or Rescue Lt.;
- 12 b. Two years as a State of Florida Certified Firefighter (FF2);
- 13 c. State of Florida Pump Operator Certification; and
- 14 d. Cleared ACFR Paramedic or EMT/Firefighter with 15 years at ACFR.

15 Lieutenant:

- 16 a. Five years employed with ACFR;
- 17 b. One year as Driver Operator and/or Rescue Lt. , who is on the current Driver Operator
18 out-of-class list; (applies only to Rescue Lt. hired prior to October 2019)
- 19 c. Cleared ACFR Paramedic; and
- 20 d. Shall have Fire Officer 1 and have one year from the date of list publication to
21 successfully become Fire Officer 2 certified.

22 Any employee who does successfully meet the terms of (d.) as stated above shall be returned to
23 their previously held classification at their previous rate of pay.

24 Section 7.5. Job Posting. If a position covered by this Agreement becomes vacant the
25 vacancy may be posted for a minimum of fourteen (14) calendar days on the County's website.

26 The County may elect not to post each individual position vacancy in order to fill a position from

1 a list of applicants that has been prepared from previous postings and recruitments.

2 Section 7.6. Promotional Lists. A Promotional List will be used to fill vacant
3 Driver/Operator, EMS Attendant, and Lieutenant positions. These vacant positions will be
4 posted internally for current Fire Rescue employees.

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

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

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

26 Section 7.7. Layoff and Recall. For the purposes of layoff and recall, time in classification

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

8 (a) Layoff:

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

1 received in the higher position. Employees who had not held a position in the Alachua
2 County Fire Rescue Department who are reduced to an entry level Firefighter position
3 shall have their salary set at the percentage above the base of the Firefighter that their
4 salary was above the base of the classification from which they are being reduced.

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

19 (b) Recall:

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

24 All employees who have been reduced will be placed on the current
25 promotional/hiring list for the position from which they had been reduced. These
26 employees will be eligible for out of class assignments in the higher classification and

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

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

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

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

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

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

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

- 1 (a) resigns;
- 2 (b) is discharged and not reinstated;
- 3 (c) is absent from work for three (3) consecutive work days without notification to the
4 County; unless notification would have been impossible;
- 5 (d) is laid off and fails to return to work 10 calendar days after the notice of recall has been
6 sent by certified mail, addressed to the last known address of record unless there is a
7 reason, acceptable to the County, for such failure;
- 8 (e) is laid off for twenty-four (24) consecutive months or one-half (1/2) of the employee's
9 seniority at the time of layoff, whichever is lesser;
- 10 (f) is absent from work in an unpaid status in the case of sickness or illness or injury for
11 twelve consecutive months or one-half (1/2) of the employee's seniority at the time of
12 illness or injury, whichever is lesser;
- 13 (g) fails to report for work at the termination of a leave of absence or extension thereof; or
- 14 (h) accepts gainful employment without permission while on leave of absence.

15 Section 7.9. Seniority During Approved Leave of Absence. An employee's seniority shall
16 be retained during an approved leave of absence but shall accumulate further only during leave
17 with pay and for sixty (60) days without pay, except for leave under Article 8, Section 7.

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1 ARTICLE 8

2 Leaves of Absence

3 Section 8.1. Sick Leave. All permanent forty (40) hour employees shall earn four (4) hours of
4 sick leave with each pay period, forty-eight (48) hour employees shall earn four point eight (4.8)
5 hours and fifty-six (56) hour employees shall earn five point six (5.6) hours. Sick leave shall be
6 earned as of the last day in the pay period and shall accrue provided the employee is in active
7 pay status for at least 75% of the pay period., Upon a change in hours worked per pay period,
8 the employee's accrual rate and accrual balance will be adjusted on a pro-rate amount. Example:
9 A 48-hour employee with 96 hours of accrued sick leave transferring to a 40-hour position, will
10 begin accruing 4.0 hours per pay period and the accrued balance will be adjusted from 96 hours
11 to 80 hours. At the end of each fiscal year, an employee shall have the option of converting up
12 to 96 hours of sick leave to up to 48 hours of annual leave on a two (2) for one (1) basis. The
13 conversion of sick leave will be approved only if the employee has a remaining balance of sick
14 leave of at least one-hundred twenty (120) hours for both forty-eight (48) and fifty-six (56) hour
15 per week employees and sixty (60) hours for forty (40) hour per week employees, after the
16 conversion. All requests to convert sick leave must be received by Finance & Accounting prior
17 to October 31st. Upon separation from employment after ten (10) years of service, an employee
18 will be entitled to be paid for fifty percent (50%) of their accrued sick leave at the current rate of
19 pay. Employees hired on or after April 1, 2011, upon separation from employment after (10)
20 years of service will be entitled to up to a maximum payout of 500 hours (1,000-hour accrual)
21 for employees regularly scheduled to work a forty (40) work week and up to a maximum payout
22 of 700 hours (1,400-hour accrual) for employees regularly scheduled to work an average forty-
23 eight (48) or fifty-six (56) hour work week. Employees will be permitted to accrue sick leave
24 beyond the sick leave accrual cap but will be limited to the aforementioned cap for payout
25 purposes.

26 Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of

1 its accrual and shall only be taken upon prior approval of the County. Requests for sick leave
2 shall be made in person or by phone (no message, text or email) to your Battalion Chief. Sick
3 calls shall be made no later than 1.5 hour before the working period. Sick leave may only be
4 utilized for employee sickness, sickness in the employee's immediate family residing with them
5 (except in the case of children, step-children, parents, step-parents, and current parents-in-law,
6 in 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 an employee is sent to a physician of
9 the County's choosing for such purpose, the County will pay the expenses thereof. Utilization of
10 sick leave will be implemented according to the following definitions:

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

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

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

22 Employees shall be required to provide medical certification for sick leave eligibility on any
23 recognized holiday.

24

25 Section 8.3. Parental Leave. Parental Leave is paid leave used for the care and bonding of a
26 newborn, new legal guardianship, or new placement of a child with the employee for adoption,

1 or foster care (“covered event”). This does not constitute additional leave entitlement beyond the
2 FMLA entitlement already in place. This Article does not apply to the adoption/guardianship of
3 a stepchild by a stepparent. The leave must be used immediately at the time of the qualifying
4 event.

- 5 a. Leave is granted per event and not per child. (e.g., multi-child births or placements)
- 6 b. In any case in which both parents are employed by the County and are entitled to
7 leave under this Section, the aggregate number of leave to which both may be entitled,
8 may be limited to 14 shifts (24-hour division), or 6 weeks (40-hour division).

9 Eligibility is restricted to full-time, permanent employees who have completed their probation.

10 Employees may take parental leave for the following reasons:

- 11 a. The birth of the employee’s child(ren).
- 12 b. The new placement of child(ren) for adoption or foster care in the home of the
13 employee; or
- 14 c. New legal guardianship.

15 When possible, the employee must provide notice to their supervisor to alleviate last-minute
16 vacancies. The following requirements apply:

- 17 a. Bonding with a Newborn- The County will require a medical certification statement
18 regarding the birth of the child from the health care provider (a Doctor of Medicine
19 or osteopathy, nurse practitioner, or nurse midwife). This can be FMLA certification.
- 20 b. Adoption or legal guardianship- Furnish applicable documentation including but not
21 limited to; court order finalizing the adoption guardianship or placement of the child.
- 22 c. Foster Care Placement- Official paperwork showing the foster care placement.

23 Immediately after the event, the employee shall be compensated 100% for the first six regularly
24 scheduled shifts (24-hour division) or first three-week period (40-hour division). The employee
25 shall be compensated 75% for the seventh through twelfth regularly scheduled shifts (24-hour
26 division) or the second three-week period (40-hour division). The employee may utilize accrued

1 leave to supplement Parental Leave. Parental Leave shall be paid at the employees' hourly rate
2 and will include the paramedic, tech rescue ops, tech rescue tech, bilingual, associate or
3 bachelor's degree incentives where applicable. Parental Leave hours shall be taken
4 consecutively, cannot be used intermittently, and are not considered hours work under FLSA for
5 the purpose of calculating overtime, nor are any hours covered by sick or annual leave during
6 this time counted as hours work.

7 An employee cannot take Parental Leave more than once in a twelve-month period. If it is
8 determined an employee has abused, falsified information or was otherwise not eligible for leave,
9 the employee shall be required to pay any leave previously approved and shall be subject to
10 corrective action including, but not limited to termination. An employee who voluntarily resigns,
11 retires, or otherwise separates their employment within three months of Parental Leave may be
12 subject to repayment of any Parental Leave approved. Employees are entitled to this leave no
13 more than three times in the entirety of their employment with the County.

14

15 Section 8.4. Leave for Workers' Compensation Injury. If an employee sustains a job-related
16 injury, they shall be entitled to Workers' Compensation payments in accordance with the laws of
17 the State of Florida. In addition, an employee may utilize available sick or annual leave to
18 supplement Workers' Compensation payments. In no instance shall this combination exceed one
19 hundred percent (100%) of the employee's regular base rate.

20 Section 8.5. Military Leave-Reserve or Guard Training. Military leave for reserve or guard
21 training shall be granted for purposes of attending military training in accordance with
22 Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National
23 Guard shall be granted military leave for training purposes with full pay up to a maximum of 240
24 hours during any one annual period and without loss of benefits. Such military leave shall not
25 exceed that allowable by Florida law. A request for military leave for reserve or guard training
26 shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed by

1 proper documentation as soon as possible.

2 Section 8.6. Military Leave-Active Military Service. Military leave for active military
3 service shall be granted in accordance with Chapter 115, Florida Statutes and Chapter 250, Florida
4 Statutes. The phrase “active military service” as used in this section shall have the meaning as
5 defined in Florida Statutes Section 115.08. This period shall include the time during which a
6 person in active military service is absent from duty on account of sickness, wounds, leave or
7 other lawful cause without loss of benefits or seniority, under the following conditions: An
8 employee ordered to active military service shall receive full pay for the first thirty (30) days of
9 the active military leave; and supplemental pay beginning on the 31st day of the active military
10 leave, not to exceed one-hundred eighty (180) calendar days of absence. Supplemental pay is an
11 amount necessary to bring the employee’s total salary, including the base military pay and the
12 supplemental pay, to the level earned from County employment at the time the absence for active
13 military leave began. The department director is responsible for submitting an Employee Action
14 Form when the employee is entitled to supplemental pay under this section. An employee in the
15 Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida
16 Statutes, shall receive full pay for up to thirty (30) days at any one time. Following such an
17 absence for state active duty, the employee must perform the employee’s County work for at
18 least one full shift before being eligible for another period of active military leave for state active
19 military service. An employee who is granted active military leave shall retain seniority rights.
20 A request for active military leave shall be submitted to the appropriate supervisor on a Leave
21 Request Form, accompanied by proper documentation, including military orders, as soon as
22 possible.

23 Section 8.7. Personal Leave. Upon written request from an employee submitted reasonably
24 in advance, the County will grant a leave of absence without pay where good cause is shown for
25 one or more days, but not to exceed thirty (30) days. This leave may be extended or renewed for
26 one additional period not to exceed thirty (30) days, for reasons which, in the opinion of the

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

6 Section 8.8. Union Leave of Absence without Pay. Members elected to Union positions or
7 appointed by the Union to perform work which takes them from employment with the County
8 shall, upon written request, receive leave of absence without pay for the term of office or up to a
9 period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an
10 additional year period. Employees desiring leave under this Section shall notify the County two
11 (2) weeks in advance of the date on which such leave is to become effective and shall specify the
12 facts giving rise to the request. If it is impossible to give two (2) weeks' notice, the County will
13 waive the two (2) week requirement. No more than two (2) employees in any department shall
14 be off on leave under this Section at any one time unless mutually agreed upon by the parties.
15 Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiation,
16 officers to attend regular monthly business meetings, and other Union business mutually agreed
17 upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of
18 absence shall not be arbitrarily or capriciously denied. Nothing herein shall preclude the use of
19 accrued annual leave time for union officials to conduct union business that ordinarily would be
20 uncompensated time.

21 Section 8.9. Union time Pool Leave. The County agrees to make a deduction of one (1) hour
22 annual leave from all current Union members. The deduction shall be reflected on the second
23 pay check stub during the months of March, June, September, and December and the leave will
24 be placed into the Union Time Pool for use by the Union. All unused hours shall be carried over
25 to the following calendar year. Union Time Pool Leave shall be limited to conventions, grievance
26 hearings, contract negotiation, officers to attend regular monthly business meeting, and other

1 Union business mutually agreed upon by the County and the Union. This time may be used by
2 any Union member with approval from the Union President or Vice President. Requests shall be
3 made to the Department no later than as required by Telestaff and no more than two (2) Union
4 members shall be off at any given time. These members shall not be counted in the total numbers
5 of employees permitted to take leave under Article 9, Section 4. If the total number of employees
6 off is less than five-percent (5%), Union Pool Leave may be granted for more than two (2)
7 employees. Any employee utilizing Union Pool Leave above the two (2) granted shall count
8 toward the total number of employees off provided that approvals of such leave shall be at the
9 discretion of the Chief or their designee.

10 Section 8.10. Bereavement Leave. An employee who has a death in their immediate family
11 will be granted a bereavement leave (“Bereavement Leave”) up to forty (40) consecutive,
12 normally scheduled work-hours for forty (40) hour work week employees or two (2) consecutive
13 shifts, normally scheduled work-hours for twenty-four (24) hour division employees. The
14 employee may not work additional shifts during the bereavement period. Requests for non-
15 consecutive Bereavement Leave shall be sent to the Deputy Chief or their designee for review.
16 Bereavement Leave will not be charged to accrued annual or sick leave. Immediate family is
17 described as father, mother, step-parents, spouse, children, step-children, current father-in-law,
18 current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-
19 law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law,
20 grandchildren, legal guardian, and certified domestic partner. Documentation shall be required
21 as a condition for approval of Bereavement Leave. The Administrating Official may approve a
22 longer period of Bereavement Leave.

23 Section 8.11 – Exhaustion of Paid Leave Employees may retain up to 48 hours of annual
24 leave, but otherwise will exhaust all paid leave before entering a LWOP status.

25

ARTICLE 9

Annual Leave

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

BI-WEEKLY PAY PERIODS

Work Weeks

<u>Length of Service</u>	<u>40-Hour Bi-Weekly Accrual</u>	<u>48-Hour Bi-Weekly Accrual</u>	<u>56-Hour Bi-Weekly Accrual</u>
Less than 1 year	3.24	3.34	4.53
1 year but less than 5	3.85	4.04	5.38
5 years but less than 10	4.62	4.85	6.46
10 years but less than 15	5.38	5.65	7.54
15 years but less than 20	6.92	7.27	9.69
20 years but less than 25	8.46	8.89	11.85
25+ years	9.23	9.69	12.92

Employees are not eligible to use or be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except to meet educational requirements as outlined in Section 9.5 of this Article. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn annual leave hours on a pro-rated basis (percentage of a forty (40) hour week times the appropriate accrual rate) and shall accrue provided the employee is in active pay status for at least seventy-five percent (75%) of the pay period. Upon a change in hours worked per pay period, the employee’s accrual rate and accrual balance will be adjusted on a pro-rate amount. Example: A 48-hour employee with 100 hours of accrued annual leave transferring to a 40-hour position, will begin accruing 5.38 hours per pay period and the accrued balance will be adjusted from 100 hours to 95.22 hours.

1 Section 9.2. Annual Leave Pay. Annual leave pay shall be calculated at the employee's
2 regular straight time rate for the number of hours the employee would have worked during the
3 week(s) they would have worked had annual leave not been taken, for employees with regular
4 weekly schedules of forty (40) hours or forty-eight (48) hours. For employees not eligible for
5 7(k) exemption as defined in Article 12, with average, regular weekly schedules of fifty-six (56)
6 hours, annual leave pay shall be calculated at the employee's regular straight time rate for the
7 first forty (40) hours and time and one-half (1/2) for all hours over forty (40) in that work week.
8 For employees who are eligible for 7k exemption, with average regularly weekly schedules of
9 fifty-six (56) hours, annual leave pay shall be calculated at the employee's regular straight time
10 rate for the first one hundred and six (106) hours and time and one-half (1/2) for all hours over
11 one hundred and six (106) hours in that work period.

12 Section 9.3 Annual Leave Buy-Back. All members assigned to this bargaining unit are
13 eligible to exchange annual leave once per fiscal year for straight pay ("Annual Leave
14 Buy-Back"), forty (40)-hour employees can exchange up to one hundred (100) hours of annual
15 leave and forty-eight (48) or fifty-six (56) hour employees can exchange up to one hundred and
16 twenty (120) hours of annual leave. This exchange shall take place in September of each fiscal
17 year. An employee may not convert sick leave to annual leave as described in Section 8.1 in the
18 same year an annual leave buy-back is requested, unless it is in the year the employee enters
19 DROP or retires. To be eligible, the employee must have a remaining balance of forty (40) hours
20 (for forty (40) hour employees) or forty-eight (48) hours (for forty-eight (48) hour employees) or
21 fifty-six (56) hours (for fifty-six-hour (56) hour employees) after the exchange.

22 For Annual Leave Buy-Back¹ the following incentives are included in the pay out:

- 23 • Paramedic incentive;
- 24 • Tech Rescue Ops;

¹ For separation pay outs and all other pay outs (including, but not limited to retirement, DROP enrollment, termination, resignation, etc.), the same incentives will be included.

- 1 • Tech Rescue Tech;
- 2 • Bilingual;
- 3 • Associate Degree; and
- 4 • Bachelor Degree.

5 Section 9.4. Selection of Annual Leave. Annual leave bids are completed via the Telestaff
6 bidding module for all Twenty-Four (24) Hour Division employees will be able to enter bids
7 beginning October 1st, and concluding at midnight on October 31st. Employees who chose to bid
8 must bid a full (24 hour) shift. At the conclusion of the bid period, Telestaff will award annual
9 leave days based on departmental seniority. If an employee is awarded an annual leave day and
10 wishes to only take a partial shift, the employee shall send an email to their Battalion Chief
11 requesting to change their annual leave hours. Employees in the Peak Load Division will submit
12 annual leave bid requests to the assigned Battalion Chief between October 1st and October 31st.
13 The assigned Battalion Chief will enter those requests into Telestaff by November 30th and
14 Telestaff will award annual leave days based on departmental seniority. The number of
15 employees permitted to take annual leave at any one time will be five percent (5%) of the
16 minimum staffing level rounded to a higher whole number at five 5 tenths (.5) or higher, plus
17 one. The number of employees permitted to take annual leave at any one time who are assigned
18 to the Peak Load Divisions will be one (1) for the first five (5) employees assigned to the daily
19 minimum staffing level. This will increase thereafter by one (1) for all or part of each five (5)
20 additional employees. Minimum staffing level does not include staffing positions. No employee
21 may bid more than a total of twenty (20) shifts off during the annual leave bidding process.
22 Employees assigned to the Peak Load Division shall be counted in a separate bid list. For purpose
23 of this Section, annual leave shifts that are bidded shall be comprised of annual leave hours. A
24 shift is one (1) instance of leave regardless of number of hours, not to exceed normal assigned
25 work shift. The deadline for submitting non-bid annual leave and military leave is ninety-four
26 (94) hours before the leave will begin. The deadline for canceling annual leave or military leave

1 is ninety-six (96) hours before the leave will begin, unless to eliminate mandatory overtime.

2 Section 9.5. Utilization of Annual Leave. Employees assigned to a forty (40) hour work
3 week shall be allowed to accrue annual leave with no cap during the fiscal year but will only be
4 allowed to carry five hundred (500) hours of annual leave over to the next fiscal year. Employees
5 who terminate shall be paid for any accrued annual leave earned to the date of termination or
6 separation but not taken, up to a maximum of five hundred (500) hours.

7 Employees assigned to administrative duties on a forty (40) hour work week may take
8 annual leave in increments of at least fifteen (15) minutes, with prior approval from their
9 supervisor. However, at the time an employee decides to separate from employment with the
10 County, the employee shall take no more than eighty (80) hours of annual leave to not extend the
11 date of separation.

12 Employees assigned to operational duties on a forty (40) hour work week shall be allowed
13 to accrue annual leave with no cap during the fiscal year but will only be allowed to carry five
14 hundred (500) hours of annual leave over to the next fiscal year. Employees who terminate or
15 separate shall be paid for any accrued annual leave earned to the date of termination but not taken,
16 up to a maximum of five hundred (500) hours.

17 Employees assigned to operational duties on forty (40) hour work week may take annual
18 leave in increments of eight (8) hours however, employees may take annual leave not less than
19 four (4) hours if it is at the beginning of the shift and if they give notice in accordance with
20 Article 9.4 of this Collective Bargaining Agreement and is otherwise approved. However, at the
21 time an employee decides to separate from employment with the County, the employee shall take
22 no more than eighty (80) hours of annual leave to not extend the date of separation.

23 Employees assigned to the Twenty-Four (24) Hour Division shall be allowed to carry five
24 hundred (500) hours of annual leave over to the next fiscal year. Permanent employees who
25 terminate or separate shall be paid for any accrued annual leave earned to the date of termination
26 or separation but not taken, up to a maximum of five hundred (500) hours.

1 Employees assigned to the Twenty-Four (24) Hour Division may take annual leave in
2 increments of eight (8) hours if they give notice no later than as required by Article 9.4 of this
3 Collective Bargaining Agreement and the request is otherwise approved. All employees covered
4 by this bargaining unit may utilize annual leave in increments of no less than four (4) hours for
5 educational purpose when attending classes at an accredited college or university. However, at
6 the time an employee decides to separate from employment with the County, the employee shall
7 take no more than one hundred and twenty (120) hours of annual leave to not extend the date of
8 separation.

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

14

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

6 Martin Luther King Jr.'s Birthday

7 Memorial Day (last Monday in May)

8 Juneteenth (June 19th)(Peak Load and Fire Marshal's Divisions only)

9 Independence Day

10 Labor Day

11 Veterans' Day

12 Thanksgiving Day

13 Friday after Thanksgiving

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

15 Christmas Day

16 Two (2) Floating Holidays (Peak Load and Fire Marshal's Divisions only)

17

18 Requests to utilize Floating Holidays will follow the guidelines of annual leave requests.

19 Floating Holidays are ineligible for the Annual Leave Buy-Back.

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

25 Section 10.3. Holiday Pay and Eligibility-Peak Load and Fire Marshal Divisions. If a holiday
26 is observed on a day which is a regular workday for an employee and if they are permitted to be

1 off that day due to the holiday, they shall be paid for the number of hours they would have worked
2 in a normal work shift at their regular straight time rate provided they work at least fifty percent
3 (50%) of the regularly scheduled workday immediately preceding the holiday and immediately
4 following the holiday, unless the employee is absent on either day with a satisfactory excuse.

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

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

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

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

21 Seniority Years:

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

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

24 Over 10 years- 120 hours of Holiday Pay Out

25 Employees shall receive annual Holiday Pay Out on the last full pay-cycle in September each
26 year. For Holiday Pay Out the following incentives will be included in the pay out:

- 1 • Paramedic incentive;
- 2 • Tech Rescue Ops;
- 3 • Tech Rescue Tech;
- 4 • Training Lieutenant;
- 5 • Chaplain;
- 6 • Assistant Chaplain;
- 7 • Bilingual;
- 8 • Associate Degree; and
- 9 • Bachelor Degree.

10 Seniority date shall be counted as of October 1, each year and the employee must be an active
11 employee at the time the compensation is issued. Employees shall be required to provide medical
12 certification for sick leave eligibility on any recognized holiday that the employee is granted sick
13 leave. If no medical certification is provided, the affected day shall result in leave without pay.

14

1 ARTICLE 11

2 Grievance Procedure

3 Section 11.1. Definition and Procedure. For the purpose of this Agreement, a grievance is
4 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
6 in accordance with this Article. All grievances and all subsequent steps of said grievances may
7 be filed and responded to through the county e-mail system.

8 No grievance shall be entertained or processed unless it is commenced within ten (10)
9 calendar days after the occurrence of the event giving rise to the grievance or within ten (10)
10 calendar days after the event became known or should have become known to the employee(s).
11 If an employee desires to speak with management about a matter (except discharge) which would
12 otherwise be grievable, they may do so in which event the employee will have five (5) calendar
13 days in which to speak with management and the time limits for filing a grievance will commence
14 on the sixth (6th) day. If a grievance is not filed within the time limits for the next step of the
15 grievance process, it shall be deemed settled on the basis of the last answer of the County. The
16 time limits may be extended by mutual agreement of the parties.

17 Nothing herein shall limit the County and Union from mutually agreeing to waive any and
18 all steps in the grievance procedure in order to expedite the processing of a grievance. The Union
19 must submit a list of employees to attend the hearing as direct witnesses, if the Union wishes to
20 provide direct witnesses in addition to the grievant(s). This list must be submitted simultaneously
21 with the notice of appeal to the County Manager's Office to allow for proper departmental
22 notification of the employee's absence. The County Manager or their designee will review the
23 list and authorize absence from work for the employees that the Manager determines should
24 attend. Employees who wish to attend as observers may request leave in accordance with County
25 procedures. Employees who have filed a grievance will be authorized to attend hearings at all
26 four (4) steps with pay if the hearing is scheduled during the employee's normal working hours.

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

3 Step 1: The employee or Union shall present the grievance in writing to the Deputy
4 Fire Chief with or without a Union Officer as the employee may choose. The
5 Deputy Fire Chief must respond in writing to the grievance within ten (10)
6 calendar days of the receipt of the Grievance. The grievance shall include the
7 following information: (a) a statement detailing the alleged violation; (b) the
8 Article(s) and Section(s) of this Agreement that are alleged to have been
9 violated; (c) the action or remedy sought; (d) the date of the grievance; and (e)
10 the signature of the requesting employee and if applicable the Union
11 Representative.
12

13 Step 2: If the employee or Union is not satisfied with the written answer of the
14 supervisor at Step 1 or if no answer has been given within ten (10) calendar
15 days, then the grievance shall be presented to the Fire Chief, or their designee
16 within ten (10) calendar days of the supervisor's answer or failure to supply a
17 timely answer. The Fire Chief or their designee shall, within ten (10) calendar
18 days of receipt of the written grievance, meet with the employee and a Union
19 representative unless such meeting has been waived. After such a meeting is
20 held, the Fire Chief must answer the grievance in writing within ten (10)
21 calendar days of the meeting.
22

23 Step 3: If the Union or employee is not satisfied with the written answer of the Fire
24 Chief, or if no written answer is rendered by the Fire Chief on a timely basis,
25 then the Union or employee may, within ten (10) calendar days of the Fire
26 Chief's answer or of the failure of the Fire Chief to supply a timely answer,
27 file the grievance to the County Manager or designee. The County Manager
28 or designee must meet with a Union representative within twenty (20)
29 calendar days of receipt of the appeal. The County Manager shall answer the
30 grievance in writing within twenty (20) calendar days of the meeting.
31

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

38 In the case of filing the grievance to arbitration, the Union shall have one
39 hundred twenty (120) calendar days from the date of the letter sent by the
40 County acknowledging the request to proceed to arbitration, to draft the join
41 request for an arbitrator.
42

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

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

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

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

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

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

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

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

1 employee's file. If the arbitrator rules that it is not arbitrary, capricious and unjust, the
2 substandard performance review shall stand.

3 Section 11.5. Untimely Performance Reviews.

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

6 1. LEVEL 1. If a performance review is not completed on time, the employee may
7 request a review of the circumstances by the department director.

8 2. LEVEL 2. If the situation is not resolved within fourteen (14) days of the
9 initiation of LEVEL 1, the employee may present a written appeal to the County
10 Manager.

11 3. LEVEL 3. In the case of annual performance reviews, if the employee is not
12 satisfied with the resolution at LEVEL 2, they may file a written grievance at Step
13 3 under section 1 of this Article within seven (7) days of the notice of resolution
14 at LEVEL 2.

15 B. If the employee feels that performance review factors in the current review instrument do
16 not accurately reflect the duties assigned to their position, they may request a copy of the
17 performance review form and reexamination of the performance review instrument by
18 the Human Resources Manager. Such request must be made prior to the completion of
19 the performance review.

20 Section 11.6. Union Representation. The union will not be required to process grievances
21 for non-dues paying members. A Union Officer or Representative(s) may attend any grievance
22 hearing or interrogation (formal or informal) with pay if such hearing or interrogation is during
23 the Union Officer or Representative(s) working hours. The union will be provided a copy of all
24 grievance responses.

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

1 ARTICLE 12

2 Hours of Work and Overtime

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

6 Section 12.2. Workday; Workweek Twenty-Four (24) Hour Division.

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

12 In no instance shall an employee work more than forty-eight (48) continuous hours on an
13 operational unit without at least an eight (8) hour break to exclude any holdover time, and/or
14 daylight-saving time. Employees are permitted to work at special events after working a
15 forty-eight (48) hour shift, an employee is not eligible for mandatory for a special event after
16 working a forty-eight (48) hour shift.

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

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

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

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

26 On an emergency basis, and in the discretion of the Fire Chief, all personnel shall be available

1 for call back. In the event of a declared state of emergency as outlined in Article 2, personnel
2 who are required to work on a scheduled Kelly Day shall be paid overtime. Other than a declared
3 state of emergency personnel shall not be subject to mandatory overtime on a scheduled Kelly
4 Day.

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

6 The workweek for all employees who are not working a twenty-four (24) hour shift shall be
7 forty (40) hours. The normal workweek for members assigned to administrative duties shall
8 follow the workweek of administrative staff. Employees assigned to the Peak Load Division shall
9 be assigned to work shifts that start and end at varying times. Employees assigned to the Peak
10 Load Division may not work more than four (4) consecutive shifts. Temporary-On-Call staff can
11 only be utilized for the purposes of filling vacancies in the Peak Load Division. These
12 Temporary-On-Call employees have no defined schedule.

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

16 All fire certified employees who work a twenty-four (24) hour shift shall continue to be
17 designated as partially exempt under Section 7(k) of the FLSA. These employees shall be eligible
18 for overtime compensation for working hours that exceed one-hundred forty-four (144) hours
19 within the defined twenty-one (21) day work period. Working hours shall be defined as hours
20 present at work, annual leave, military leave, Bereavement Leave (shifts eligible for overtime
21 cannot be worked during the bereavement period) and Union Pool Leave. All other leave or
22 unpaid status are not considered compensable under the provision of FLSA for the calculation of
23 overtime compensation.

24 For all non-fire certified employees who are required to work beyond a normal workweek
25 of not less than forty (40) hours, they shall be paid at the rate of time and one-half (1/2) the
26 employee's regular straight time rate provided the employee actually works their normal

1 workweek. All payments for overtime must be authorized by the Division or Department Head.
2 Employees of the Peak Load Division who work more than the normally scheduled hours on any
3 workday(s) may be required to work a changed schedule during the workweek for the purpose
4 of avoiding overtime compensation in that workweek. Annual leave and sick leave used shall
5 count as hours worked for the purpose of determining overtime.

6 Section 12.6. Procedure for Overtime Assignment.

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

10 Vacancies will be outbanded for the next twenty-eight (28) days on a daily basis between
11 the hours of 0900-2200. Telestaff maintains a seniority list for the department. The Deputy
12 Chief or their designee can approve an employee to work overtime outside of this agreement in
13 a lower classification. This does not apply to Special Events where personnel are scheduled by
14 medical qualifications and not classifications. Shift vacancies shall be filled in the following
15 order: available staffing, Promotional List and then Out-Of-Class List. Employees are not
16 permitted to refuse an out-of-class assignment. However, if the vacancy cannot be filled by staff
17 on shift, and the vacancy results in the assignment of overtime, the overtime assignment will be
18 offered in the classification which the original vacancy occurred. Utilizing the overtime bucket
19 hours, employees off on Kelly Day shall have the first right of refusal for overtime opportunities
20 in their classification. If the original vacancy is not filled within the classification, then the
21 overtime will be offered to personnel currently on the Promotional List for the classification,
22 (compensated as out-of-class overtime), then the Out-Of-Class List. If the original vacancy is
23 not filled with OC/OT the overtime assignment will then follow the mandatory overtime section.
24 In an effort to limit the number of mandatory overtime assignments, if mandatory overtime is
25 going to occur, then a reasonable attempt shall be made to fill the vacancy with an out-of-class
26 assignment while filling the lower classification with overtime. At no time will mandatory

1 overtime be used to fill the lower classification. If the vacancy cannot be filled in this manner,
2 then the mandatory assignment shall be filled in the original classification.

3 Telestaff maintains a total number of overtime hours worked by each employee, known as
4 “buckets.” These hours are cumulative for the current calendar year. The cumulative hours are
5 used to determine the sort order for working opportunities. The buckets will “empty”, or reset at
6 00:00 hours on January 1st of each year. Overtime will be offered only to the classification in
7 which the vacancy occurred, with the exception of out-of-class assignments. Voluntary overtime
8 will be offered based on a list that is generated by Telestaff each time a vacancy is to be filled.
9 This list is then sorted by the Voluntary OT bucket hours (Ascending) and the Seniority (if the
10 bucket numbers are equal). As employees accept overtime positions, the hours of the vacancy
11 will be added to their buckets, which will move them down on the list. In the event an overtime
12 assignment of four (4) or more hours is canceled, any out of class OT will be canceled first,
13 followed by the employee with the most overtime bucket hours on the affected day shall be
14 canceled for the affected classification in which the overtime was accepted. Overtime
15 assignments of less than four (4) hours are considered a reduction of overtime and shall be
16 handled per seat. Employees who promote/transfer to a different position will carry over their
17 voluntary overtime hours to their new position. Newly hired employees in Telestaff will initially
18 receive hours in their voluntary overtime bucket equal to the person already in the classification
19 with the highest number of hours plus one hour. Newly hired/promoted/transferred employees
20 in Telestaff will receive occurrences in their mandatory overtime bucket equal to the average
21 occurrences of the current employees in the entering classification minus one occurrence.
22 Firefighter trainee level employees are not eligible to fill operational vacancies in any overtime
23 status. The following list will be used to fill vacant positions:

- 24 • Prescheduled List Chain-Used to fill vacancies that are greater than one hundred
25 forty-four (144) hours from the current day. Each vacancy is reserved for twenty (20)
26 minutes.

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

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

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

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

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

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

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

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

- 18 1. Staffing personnel not already assigned from twenty-four (24) division
- 19 2. Temporary, On-call staff
- 20 3. Overtime for forty (40) hour employees assigned to the Peak Load
21 Division
- 22 4. Overtime for Twenty-Four (24) Hour Division employees
- 23 5. Mandatory Overtime will be assigned to only the forty (40) hour
24 employees assigned to the Peak Load Division.

25 If a Twenty-Four (24) Hour Division employee is assigned to work on a Peak Load Unit,
26 and the end of the unit's operational shift extends past 0200 hours, the employee will receive one

1 (1) count added to their MOT Bucket.

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

- 16 • If a vacancy occurs greater than one-hundred forty-four (144) hours (six days) before it
17 begins, Telestaff may call candidates up to two (2) times to offer the same position.
18 If/when the vacancy is not filled seventy-two (72) hours before it begins, mandatory
19 overtime is used. This will ensure that the correct person is mandated.
- 20 • If a vacancy occurs between one-hundred forty-four (144) hours (six days) and two (2)
21 hours before it begins, Telestaff will call candidates once to offer the position. If/when
22 the vacancy is not filled seventy- -two (72) hours before it begins, mandatory overtime is
23 assigned. This will ensure that the correct person will be mandated.
- 24 • If a vacancy occurs less than seventy-two (72) hours before it begins, Telestaff will make
25 a minimum of one (1) attempt to fill the vacancy. After which, mandatory overtime will
26 be assigned. This will attempt to ensure that the correct person will be mandated.

1 The employee will be contacted via phone by a Battalion Chief for the mandatory assignment.
2 The notification will contain the position, the shift and the time of assignment.

3

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

- 7 • Use of an approved FMLA condition. In the event deferral is for a scheduled
8 appointment, the employee will be expected to work the overtime assignment, excluding
9 the time needed for the appointment itself and travel time to and from the appointment.
- 10 • Any employee attending a department authorized program. Examples may include but
11 are not limited to: Paramedic School (to include clinical hours), Critical Care School,
12 Fire Academy (Certificate of Compliance), any classes required to become a state
13 certified company officer or driver operator, departmental preparatory classes, any class
14 in which the department or county has financially sponsored. All hours of deferral are
15 intended for the hours in which class or clinical time would be in conflict with mandatory
16 overtime assignments.
- 17 • Qualification for Child Care Deferral: Deferral will only be for the hours where the
18 conflict occurs. Employees can take no more than 5 childcare deferrals per fiscal year.
- 19 • Any member of the Executive Board of Local 3852 may defer the hours where the
20 conflict occurs to conduct union business that is unavoidable with the Presidents written
21 approval.
- 22 • Any other reason for a deferral of mandatory overtime that is not listed above will be
23 taken on a case by case basis and reviewed by the Chief of Fire Rescue or their designee.

24 If an employee is mandated they shall be allowed to find another employee of equal rank or
25 an employee qualified to work in the mandated employee's classification by being on the
26 Promotional List or on the Out-Of-Class List to relieve them of the mandated hours. The

1 mandated employee may also find another employee to work their mandated hours under the
2 following conditions;

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

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

9 Section 12.9. Special Events. A special event is defined as any activity not related to
10 minimum shift staffing. Any special event shall first be filled based on departmental seniority.
11 The assigned Battalion Chief is responsible for scheduling special event(s). Request for special
12 events will be forwarded to the assigned DC. The assigned DC will communicate with the
13 scheduling and the DC of the affected shift. In the event a request is received with less than
14 twenty-four (24) hours prior to time of the event any means necessary may be used to fill the
15 vacancies. Mandatory overtime will follow the Mandatory section. Special events will be posted
16 on the daily roster on the day the event is to occur. Employees may sign up for events using
17 Telestaff. When signing up for events, employees will choose which event they are signing up
18 for in the “Where” field of the add window. Events will be posted on the Telestaff roster as they
19 are received and will be outbanded no greater than twenty-eight (28) days in advance of the
20 event. Vacant positions for events that are not filled with voluntary overtime will be assigned
21 mandatory overtime. Mandatory overtime for large scale events will be assigned if the vacancy
22 has not been filled seven days from the event date. Notification for mandatory assignments with
23 greater than seventy-two (72) hours’ notice will be via email. Mandatory assignments with less
24 than seventy-two (72) hours’ notice will be made via phone contact. In the situation that an event
25 is cancelled the employee will be notified as soon as possible at the contact number listed by the
26 employee. In the situation that an event is rescheduled the employee(s) that are initially scheduled

1 will be given first option to work the hours. If the employee(s) cannot work the hours then the
2 event will be deemed as a new event and scheduled accordingly. Any employee wishing to
3 cancel their hours may do so if a replacement with equal qualifications/classifications can be
4 found. The employee is responsible for finding a replacement. The employee originally assigned
5 the event must notify the special event DC or an on-duty DC of any such changes. Full time,
6 permanent employees assigned to the Peak Load Division shall only be eligible for Special Event
7 overtime prior to any mandatory assignments. Temporary-On-call will be eligible to work
8 Special Events prior to any mandatory assignment.

9 At the Fire Chief's (or their designee's) discretion for operational needs, the County may use
10 on duty crews to staff Special Events expected to last six or less hours. The Fire Chief may
11 develop an operational policy to implement this paragraph.

12 Section 12.10. University of Florida Football Games. Each employee assigned to the
13 Twenty-Four (24) Hour Division will be obligated to sign up for University of Florida football
14 games utilizing the process outlined in this Section. In July of each year, employees shall bid for
15 one (1) or more football game(s) using the Telestaff online auctions. These bids will be selected
16 by employees based on departmental seniority as outlined in Section 7.1.(a) of this Agreement.
17 Employees will bid their assignment for each game using seniority as well. The only exception
18 to this is the Field Unit: This assignment will be for the duration of the football season and shall
19 consist of one (1) Paramedic and one (1) additional employee EMT certified or above. This crew
20 will also be selected by seniority as outlined in Section 7.1.(a) of this Agreement. On August 1st
21 of each year, all employees will have signed up for one (1) or more football game(s). An
22 employee may find their own replacement of equal qualification (i.e., EMT for EMT) for their
23 assignment, and their obligation will have been met for the year. Any remaining vacancies will
24 be offered to temporary-on-call staff followed by qualified EMT or Paramedic assigned to the
25 Twenty-Four (24) Hour Division and then Peak Load Division employees. Employees will not
26 be exempt from their football game bidded assignment(s) in accordance with Article 12.8 of this

1 Agreement. In the event the Department and the University Athletic Association decide to reduce
2 staffing for a particular game or reduce the number of games, employees would be relieved from
3 duty based on seniority with the most senior employee being relieved first. If an employee is
4 relieved, their obligation would be met. Any remaining vacancies will be filled using Article 12.6
5 of this Agreement. In the event of unforeseen or unexpected circumstances resulting in changes
6 to the football season including number of games, schedule of games, timeline for the season,
7 etc. the Fire Chief or their designee with the President of the Union, shall amend the bidding
8 process and notice the Union of the changes.

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

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

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

17 (c) The County shall compensate the employee regularly scheduled to work in the amount
18 they would have earned had they worked, and in no manner be liable for any wages for
19 the hours worked by the substitute employee. Any out of class or seat time incentives
20 shall be paid to the employee in the trade time worked status. Seat time incentives are:
21 Lead Medic, Lead EMT, Rescue Driver, Tech Rescue (assigned to Station 23), Training
22 Lieutenant, and all out of class pay.

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

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

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

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

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

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

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

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

23 (j) No third-party trades.

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

1 (l) Cancellation of Trade Time must be made via e-mail from both employees to the
2 Battalion Chief group, no later than twenty-four (24) hours of the first trade.

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

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

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

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

16

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

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

19

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
5 or material relevant to members of the bargaining unit. If the Union desires additional space, it
6 may mount a bulletin board for the posting of its notices at locations agreed upon by management
7 and 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 button-
11 type emblem of the Union in a manner that is safe and inoffensive. In addition, a decal may be
12 worn on the employee's helmet and one may be affixed to the front windshield of an ambulance
13 or fire apparatus. The emblems must be approved by the Chief prior to being affixed.

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

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

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

1 Section 13.6. Health, Safety and Comfort. The parties agree to abide by published standards
2 on sanitation, safety and health in accordance with applicable Federal, State, and County Statutes.

3 The following items will be provided by the County:

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

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

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

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

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

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

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

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

25

ARTICLE 14

Wages

Section 14.1. Pay Plan. Effective the first full pay period in October 2024, the Pay Plan is implemented for all job classifications in this bargaining unit. The Pay Plan (AKA Step Plan) is established in ADDENDUM 1.

Section 14.2. Pay Plan Structure. The Pay Plan structure is like most traditional step plans. The intent is for members to progress one step per year for the term of the CBA, unless exceptions further outlined in this CBA exist that could prevent progression.

Implementation year. Any employee hired after October 1, 2023, that is certified fire by September 30, 2024, will be placed at Step 1. While in trainee status, the employee will be paid \$15 per hour for 48 hours per week for the duration of the CBA. Upon becoming fire certified, the trainee will progress to Step 1. Employees will be placed on the Step closest above their current salary and progressed one additional step. Current Driver Operator will be increased by \$1,400.00 annually before being placed in the step plan.

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.

Section 14.3. Eligibility for Progression. Those members of the bargaining unit who meet all Eligibility Requirements of the Pay Plan for progression by October 1st each year shall be eligible to progress in the Pay Plan effective the first full pay period in October of each year of the CBA.

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

5 Section 14.5. Paramedic Pay. Members of the bargaining unit who are assigned to the
6 Twenty-Four (24) Hour Division or Peak Load Division and are certified paramedics will receive
7 paramedic pay (“Paramedic Pay”) of \$8,500 per year when they obtain clearance from the
8 Alachua County Medical Director. All Paramedic Pay will be calculated into the hourly rate of
9 the member.

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

19 Section 14.7. Classifications within the Fire Marshal Division- Pay Plan. Any bargaining
20 unit members who are in the Fire Marshal Division shall receive base rate salary increases of 6%
21 effective the first full pay period of October 2024. Effective October 1, 2025, all bargaining unit
22 members who are in the Fire Marshal Division, shall receive base rate salary increases of 4%
23 effective the first full pay period of October 2025. Effective October 1, 2026, all bargaining unit
24 members who are in the Fire Marshal Division, shall receive base rate salary increases of 4%
25 effective the first full pay period of October 2026.

1 Section 14.8. Pay Plan Promotions. All promotions will use the promotional requirements
2 in the Pay Plan, and will continue to require applications, testing, paramedic certification,
3 placement on a Promotional List, and filling of vacant positions based on Promotional List order.
4 Upon promotion during the term of the CBA, the employee will be slotted into the step of the
5 promotional position at the closest amount above current salary then increased one step.
6 Promotions will not impact on the employee's ability to receive a step the following first full pay
7 period in October.

8 Section 14.9. Financial and Economic Protection. To provide a three (3) year agreement and
9 adequately protect the County from severe unforeseen financial and economic conditions outside
10 of the control of the County; certain minimum parameters will be required to obligate the County
11 to fulfill the financial obligation over the term of the three (3) years. Assessed Values, used to
12 generate fire assessment revenue, must increase annually by 2%, AND the Taxable Values, used
13 to fund the General Fund, which supports ambulance transport services, must increase annually
14 by 2%. If such negative financial pressure materializes, the contract will be re-opened for
15 negotiations.

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

- 18 • Firefighter to Driver Operator- \$1.00 per hour
- 19 • Driver Operator to Lieutenant- \$2.00 per hour
- 20 • EMT/Driver to EMS Attendant-Hourly differences between Level 1 bases

21 Section 14.11. Incentive Pay

- 22 • Seat Time/Hourly
 - 23 ○ Lead Medic -\$4.00 All firefighters who have been cleared as a Paramedic by the
 - 24 Medical Director are eligible and required to work as a Lead Medic on a Rescue
 - 25 Unit at the discretion of the Department.
 - 26 ○ Lead Worker EMT \$4.00/hour (24-hour Division) - Firefighter EMTs who have

1 been cleared by the Medical Director may be called upon to staff a Basic Life
2 Support (BLS) rescue to avoid mandatory overtime in the Lead Paramedic
3 classification. BLS rescues will be limited to one (1) in-town ambulances housed
4 at dual rescue stations.

- 5 ○ Lead Worker EMT - \$4.81 (Peak Load Division) – EMT Drivers who have been
6 cleared by the Medical Director may be called upon to staff a Basic Life Support
7 (BLS) rescue at the discretion of the department.

- 8
- 9 ○ Rescue Driver (Twenty-Four (24) Hour Division- \$ 0.75

- 10 ○ Tech Rescue Incentive- \$0.30 (assigned to Station 23)

- 11 ○ EMT/Driver to EMS Attendant- Hourly difference between Level 1 bases

- 12 • Hourly pay incentive

- 13 ○ Tech Rescue Ops- \$0.12

- 14 ○ Tech Rescue Tech- \$0.24 (non-compounding)

- 15 ○ Swat Medic- \$0,12

- 16 ○ Inspector \$0.12

- 17 ○ Training Lieutenant- \$1.33

- 18 ○ Chaplain- \$0.40

- 19 ○ Assistant Chaplain \$0.20

- 20 ○ Bilingual \$0.11

- 21 ○ Associates Arts/Science \$0.12

- 22 ○ Bachelors Arts/Science \$0.24 (non-compounding)

23

24 Section 14.12. Call Out Guarantee. Employees who are called in to work on an operational
25 unit on a day they are not regularly scheduled to work and not contiguous to their regular shift,
26 shall be guaranteed two (2) hours of work or pay at their regular rate; provided that an employee

1 who is called out and actually works less than one-half (1/2) hour, but whose actual time worked
2 plus travel time equals more than two (2) hours, shall be paid for the actual time worked plus
3 travel time.

4 Section 14.13. Deployments. Any employee who is assigned to an out of County deployment
5 activity will be compensated as follows:

6 a. The employee will be paid for their normally scheduled hours that occur on their
7 regularly scheduled duty day; and

8 b. Any hours worked in addition to the regularly scheduled hours on the regularly
9 scheduled duty day will be paid in accordance with Federal Law; and

10 c. The employee will be paid commensurate with the pay structure outlined in the
11 deployment agreement if that pay structure is greater than either a or b above.

12 Section 14.14. Kelly Day. Kelly Days are intended to help work/life balance and individual
13 workloads. For certified fire fighters the County in conjunction with Union Leadership have fully
14 implemented a new three (3) week, 144 hour per three-week schedule that is compliant with the
15 7K exemption under FSLA standards.

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ARTICLE 15

Insurance

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Section 15.1. Group Health Insurance Benefits, Dental Insurance, and Premium Cost. If there are to be any changes in premiums or benefit levels, the County will notify the Union. During the term of this Agreement, the County agrees that the bargaining unit shall receive equivalent health and dental insurance benefits as all non-bargaining employees receive.

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ARTICLE 16

Union Membership

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

ARTICLE 17

Educational Assistance Program

1. General

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

2. General Fund

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

3. Eligibility Requirements

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

4. Conditions of Approval or Payment

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

(b) The County will pay the cost of tuition for such courses, as outlined in the Alachua County Employee Policy, but will not reimburse an employee for books, fees, supplies, or other expenses in connection with the course(s) to be taken.

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

5 (d) Eligibility for reimbursement must be established prior to the first day of class.

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

10 5. Application Procedure

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

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

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

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

20 6. Method of Payment

21 It shall be the responsibility of the employee to obtain a certificate or proof of grade from the
22 institution indicating the course grades. These grades shall be presented, with the original
23 application form, to the Human Resources Office. If all conditions for reimbursement have been
24 met, the Human Resources Office shall authorize a reimbursement payment to the employee.

25 7. Required Courses

26 If an employee is required by the County as part of their job, to take either a correspondence

1 course or attend classes, the employee's department shall pay one hundred percent (100%) of the
2 cost of the course including the cost of books, fees, and special charges except as provided herein.
3 Payment of such classes shall be made in advance of the employee enrolling in the program. All
4 required courses shall first be approved by the Department Head of the employee's respective
5 department.

6 8. Classes on County Time

7 (a) An employee will be permitted to take classes during their normal scheduled working
8 hours only when:

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

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

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

18

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

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

24 (d) Employees may be required to attend courses offered by the County. If such courses are
25 conducted during an employee's normally scheduled off-duty hours, the employee shall
26 be paid at their regular rate of pay. Hours spent in classes under these conditions shall be

1 considered as hours worked for the purpose of determining overtime.

2 9. General Provisions

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

5 (b) An employee who has completed an approved course, and is on leave of absence at the
6 time they are eligible to receive reimbursement, will be eligible for payment upon their
7 return to active duty.

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

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ARTICLE 18

Waiver of Bargaining

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

1 ARTICLE 19

2 Drug Free Workplace & Drug Testing

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

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

10 As used herein, “drug abuse” includes the use of illicit substances or misuse of controlled
11 substances, alcohol, or other psychoactive drugs. This includes the use of marijuana acquired
12 with a marijuana identification card and CBD products that contain enough THC to elicit a
13 positive drug test.

14 **OVERVIEW:** The County acknowledges the importance of establishing and
15 maintaining a drug free workplace; and complying with all federal, state, and local
16 regulations related to drug use, including the *Federal Drug Free Workplace Act of 1988,*
17 *Florida Statute 440.102, F.A.C. 59A-24, the State Comprehensive Economic Development Act*
18 *of 1990 and the Omnibus Transportation Employee Testing Act of 1991.*

19 **PROVISIONS:**

20 **I. Drug-free Workplace Policy**

- 21 1. **General Rule.** The Board is committed to providing a safe work environment
22 and to fostering the health and well-being of its workforce. Employees are
23 required to report to work in a fit condition for duty. If an employee is under
24 medical treatment with a drug that could alter the employee’s ability to do the
25 job, they are required to report this drug use immediately to Human Resources.
26 Any employee who refuses to submit to a test for drugs or alcohol pursuant to
27 this policy shall be presumed, in the absence of clear and convincing evidence
28 to the contrary, to be under the influence and may forfeit eligibility for all
29 Workers' Compensation medical and indemnity benefits and may be
30 terminated or disciplined. The County does not permit use of marijuana
31 acquired through a medical marijuana certificate as allowed in Section
32 381.986(15.a.) Florida Statutes. Medical marijuana use will be treated as an illicit
33 substance and is subject to this policy. Over the-counter THC products and

- 1 CBD products are not regulated and may contain enough THC to result in
2 positive drug tests.
- 3 2. **Definition.** As used herein, "drug abuse" includes the use of illicit substances or
4 misuse of controlled substances, alcohol, or other psychoactive drugs. This
5 includes the use of marijuana acquired with a marijuana identification card and
6 CBD products that contain enough THC to elicit a positive drug test.
- 7 3. **Notice.** The County will provide a one-time written notice to all employees, as
8 required by Section 440.102(3), Florida Statutes.
- 9 a. The notice will be provided to all potential employees prior to any pre-
10 employment drug testing.
- 11 b. Copies of this notice will be placed on all employee bulletin boards and a
12 general statement that the County will test all final candidates in
13 mandatory testing positions will be included on vacancy
14 announcements.
- 15 4. **Prohibited Behavior.**
- 16 a. The manufacture, illegal use, possession or distribution of illicit or
17 controlled substances is strictly prohibited.
- 18 b. Being under the influence of alcohol or illicit drugs during work hours
19 and being under the influence of legal drugs to the extent that normal
20 faculties are significantly impaired on the job, is strictly prohibited.
- 21 5. **Suspected Drugs on County Property.** Supervisors will notify their
22 Department Director of suspected illegal drugs on County property. The
23 Director will contact Risk Management and local law enforcement officials to
24 investigate any suspected illegal drugs.
- 25 6. **Corrective Action.** Employees who violate the County's Drug Free Workplace
26 Policy by failing a drug test or by being under the influence, using or
27 distributing drugs on the job are subject to corrective action, including
28 dismissal, according to the guidelines below:
- 29 a. Employees who have completed their probationary period and have a
30 first time positive confirmed drug and/or alcohol test will be referred to
31 the County Employee Assistance Program (EAP) or other community
32 alcohol and drug rehabilitation program(s) as appropriate.
- 33 Use of the EAP or other rehabilitation resources will not prevent the
34 County from taking appropriate corrective action for violations of other
35 County policies.
- 36 b. If an employee seeks help on a voluntary basis with personal use of
37 drugs or alcohol, then confidentiality will be protected to the extent

1 possible. The County reserves the right to take corrective action against
2 an employee for work performance or conduct issues regardless of the
3 employee voluntarily seeking treatment.

4 c. Employees referred to the EAP or other rehabilitation program as a
5 result of a first violation will be allowed to continue employment with
6 the County provided that:

7 i. They contact the EAP or other rehabilitation resource and strictly
8 adhere to all terms of treatment and counseling prescribed; and

9 ii. They immediately cease any and all abuse/use of alcohol or
10 drugs; and

11 iii. They consent in writing to periodic unannounced testing for a
12 period of up to two years after returning to work or completion of
13 any rehabilitation program, whichever is later; and

14 iv. They pass all drug tests administered under this program; and

15 v. They execute and abide by an agreement describing the above
16 stated conditions.

17 d. Failure to meet any of the above conditions, or the occurrence of a
18 follow-up confirmed positive drug test will result in immediate
19 dismissal from employment.

20 Employees terminated are not eligible for hire or rehire by the
21 Board for 180 days.

22 7. **Confidentiality.** The provisions of Section 440.102(8), Florida Statutes, shall
23 govern the release of any information, interviews, reports, statements,
24 memoranda and drug and/or alcohol testing results received by the County
25 through this Drug Free Workplace and Drug Testing program.

26 8. **Employees Working Under Federal Grants.** Employees working under Federal
27 grants must notify management, as a condition of employment, in writing,
28 within five calendar days, if they are convicted of violating a criminal drug
29 statute. Employees who are convicted of violating a criminal drug statute will
30 be subject to corrective action up to and including termination, or will be
31 required to satisfactorily participate in a federal, state, local or law enforcement
32 approved drug abuse assistance or rehabilitation program. The County will
33 notify the Federal agency in writing, with in 10 calendar days, if any employee
34 working under a Federal Grant is convicted of violating a criminal drug statute.

35 9. **Rehabilitation.** Any employee who feels an addiction to, dependence upon, or
36 has developed a problem with alcohol or drugs, legal or illegal, is encouraged
37 to seek assistance.

- 1 a. Responsibility. Rehabilitation is the responsibility of the employee.
- 2 b. Employees may seek such assistance through the County-sponsored
3 Employee Assistance Program (EAP) or other community resources.
- 4 c. Health Benefits. Any employee seeking medical attention for alcohol
5 misuse or drug abuse will be entitled to benefits only to the extent
6 specified under the County's group health insurance program and EAP.
- 7 d. Leave of Absence. Employees required to be absent from the workplace
8 while in treatment may request Family Medical Leave Act (FMLA) leave
9 in accordance with the Board of County Commissioners' Employee
10 Policies.
- 11 An employee shall be permitted to utilize all available
12 accumulated paid leave before being placed in a leave without
13 pay status.
- 14 e. Reinstatement to Position. Upon successful completion of the voluntary
15 EAP or other treatment program, the employee shall be reinstated to the
16 same or equivalent position that was held prior to such rehabilitation.
- 17 f. Prior Medical History. The County will not discharge, discipline or
18 discriminate against an employee solely on the basis of any prior medical
19 history revealed to the County pursuant to this policy.

20 II. Drug Testing Procedures

- 21 1. **Reasons for Testing under Florida's Drug Free Workplace**. The County will
22 require drug testing for the following reasons:
- 23
- 24 a. **Job Candidate**. Job Candidates accepting or employees otherwise
25 transferring to another position shall submit to drug testing within 48
26 hours of being notified by Human Resources under the County's Drug
27 Free Workplace Policies that fall under the mandatory testing positions
28 as defined by the following criteria:
- 29
- 30 i. that carry a firearm as a requirement of the job or work closely
31 with an employee who carries a firearm,
32
- 33 ii. that perform life-threatening work,
34
- 35 iii. that work with heavy or dangerous machinery,
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- 37 iv. that work as a safety inspector,
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- 39 v. that regularly (15 hours a week) work with children,
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- 41 vi. that work with detainees in the correctional system,

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- vii. that regularly work with confidential information or documents pertaining to criminal investigations,
- viii. that work with controlled substances,
- ix. that have a job assignment in which a momentary lapse in attention could result in serious injury or death to another person (this does not include general operation of county vehicles), or
- x. that are assigned to a special risk position under the Florida Retirement System.

The Human Resources Department will maintain a list of job classifications or titles that meet the requirements of this Policy.

Any individual whose confirmed positive test result will not be hired and may not reapply for 180 days.

- b. **Scheduled Physical Examination.** Any person who undergoes a scheduled occupational physical examination shall also be tested for drug and/or alcohol use as part of that examination, if the person falls under the criteria under the job candidate provisions (section 1.a above).
- c. **Reasonable Suspicion.** This type of testing is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy, drawn from specific objective and articulable facts, and reasonable references drawn from those facts in light of experience.
 - i. An employee who suspects another employee may be in violation of this policy will immediately notify their supervisor to report the behavior. The supervisor will document the suspected behavior using the Observed Behavior Form (Appendix C) and will request that another supervisor confirm the observation using the same form. If the observation is confirmed, the form will be submitted to the suspect employee’s supervisor.
 - ii. The employee’s supervisor will ask the suspect employee for an explanation of the behavior and document the explanation on the form. If there is no reasonable explanation, the supervisor will inform the Department Director, or their designee, who in turn, will contact Human Resources to request testing.
 - iii. If any of the Departmental officials are not reasonably available, the observer(s) should document the observed facts and contact Human Resources. Department Directors will develop an internal Procedure, including naming designees to facilitate documenting

1 the observed facts and transmitting the request for testing through
2 channels promptly, from normal worksites and field locations.

3
4 iv. Only the Human Resources Director or the designee shall
5 authorize approval for such testing. Drug testing is administered
6 by the Office of Risk Management. Risk Management and
7 Human Resources will coordinate their respective functions in
8 compliance with this Procedure.

9
10 v. Facts and inferences may be based upon:

- 11 1. Observable documented phenomena while at work, such
12 as direct observation of drug or alcohol use or of the
13 physical symptoms or manifestations of being under the
14 influence of a drug or alcohol.
- 15
16 2. Abnormal conduct or erratic behavior while at work or a
17 significant deterioration in work performance.
- 18
19 3. A report of drug use or possession or on-duty alcohol use,
20 provided by a reliable and credible source.
- 21
22 4. Evidence that an individual has tampered with a drug or
23 alcohol test during the employee's employment with the
24 County.
- 25
26 5. Information that an employee has caused, contributed to,
27 or been involved in an accident while at work.
- 28
29 6. Evidence that an employee has used, possessed, sold,
30 solicited, or transferred drugs while working or while on
31 County premises or while operating County vehicles,
32 machinery or equipment.

33
34 vi. Testing on Reasonable Suspicion.

- 35
36 1. The original documentation shall be kept confidential by
37 the County pursuant to this policy and shall be retained for
38 at least one year.
- 39
40 2. A copy of this documentation shall be given to the
41 employee upon written request.
- 42
43 3. The employee's supervisor, or another supervisor will
44 drive the employee to the testing facility without any
45 additional stops or interactions with other persons.

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- d. **Post-Accident/Incident.** Employees injured while performing work duties where there is probable cause could be tested regardless of seeking medical care under Workers' Compensation. Employees using personal vehicles for County business or County owned or rented vehicles and/or equipment may be tested for drugs and alcohol as follows:
 - i. Any employee who caused or contributed to an accident when anyone requires professional medical attention as a result of that accident, or any employee operating a motor vehicle or motorized equipment who has an accident resulting in property damage, will be tested for drugs and alcohol immediately following the accident in accordance with Policies established by Risk Management. An employee is not considered to have caused or contributed to an accident unless the employee actually affects the situation by their action or failure to act reasonably as required by the situation.
 - 1. A supervisor must escort the employee directly to the testing facility without any additional stops or interactions with other persons.
 - 2. If an employee has a positive post-accident drug or alcohol test, they will be removed from operating County vehicles or equipment until such time that a Medical Review officer (MRO) provides a negative drug or alcohol test.
 - ii. The County's DER (Designated Employer Representative) or Risk Manager has the authorization to remove or return employees to safety sensitive duties.
 - e. **Return- to- Duty Testing.** An employee who has a MRO confirmed drug and/or alcohol test cannot return to work until such time that they have a MRO confirmed negative drug and/or alcohol test. This test is directly observed. The return to duty testing schedule will be based on scientifically verified detection periods for the substance(s) confirmed by the MRO.
 - f. **Follow-up Drug Testing Program.** If an employee in the course of employment has a MRO confirmed positive drug or alcohol test and enters into a one-time Drug-free Workplace Violation Agreement will be required to submit to an observed drug and/or alcohol test on no less than a quarterly basis, for two years thereafter. The testing will be unannounced and random within each quarter.

2. Positive Drug and/or Alcohol Tests.

- 1 a. Employees who have a MRO confirmed tests during their probationary
- 2 period will be subject to immediate termination.
- 3
- 4 b. Employees who have successfully completed the probationary period
- 5 and have a MRO confirmed drug and/or alcohol test will be afforded an
- 6 opportunity to enter into one-time Drug-free Workplace Violation
- 7 Agreement and complete the follow-up testing program as defined in
- 8 this procedure. Employees will be removed from duty until a MRO
- 9 confirmed negative result has been provided.

10
 11 Under the Drug-free Workplace Agreement, the employee will be
 12 required to attend the County's EAP provider for an evaluation and/or
 13 treatment program. Failure to comply with either the terms of the
 14 Agreement or EAP provider's requirements will result in termination .
 15

- 16 3. **Drugs Tested.** All specimen collection and testing for drugs shall be conducted
- 17 in accordance with Sections 440.102(5), (6), and (7), Florida Statutes. The
- 18 County may test for any or all of the following:
- 19 a. Alcohol
- 20 b. Amphetamines
- 21 c. Cannabinoids
- 22 d. Cocaine
- 23 e. Phencyclidine
- 24 f. Methaqualone
- 25 g. Opiates
- 26 h. Barbiturates
- 27 i. Benzodiazepines
- 28 j. Methadone
- 29 k. Propoxyphene
- 30

- 31 4. **Initial Test.**
- 32 a. Narcotics. The initial test for all drugs shall use an immunoassay.
- 33
- 34 b. Alcohol. The initial test for alcohol shall be an enzyme oxidation
- 35 methodology.
- 36
- 37 c. When first screening specimens, all levels equal to or exceeding the
- 38 following shall be reported as positive:
- 39 i. Alcohol (CDL holders only) -- 0.02g% (by breath alcohol testing)
- 40 ii. Alcohol (all other employees) -- 0.04g% (by blood or breathe)
- 41 iii. Amphetamines -- 1000 ng/mL
- 42 iv. Cannabinoids -- 50 ng/mL
- 43 v. Cocaine - 300 ng/mL
- 44 vi. Phencyclidine -- 25 ng/ml
- 45 vii. Methaqualone -- 300 ng/ml
- 46 viii. Opiates -- 2,000 ng/ml

- 1 ix. Barbiturates – 300 ng/mL
- 2 x. Benzodiazepines – 300 ng/mL
- 3 xi. Methadone -- 300 ng/ml
- 4 xii. Propoxyphene -- 300 ng/ml

5 These levels will remain in effect until such time as Federal Legislation or State
6 Statute revises them.

7 All new levels will become effective on the date specified within the related
8 legislation.

9 **5. Confirmation Test.** All specimens identified as positive on the initial tests shall
10 be confirmed using a second test.

- 11
- 12 a. Narcotics. A gas chromatography/mass spectrometry (GC/MS) test, or
13 an equivalent or more accurate scientifically accepted method approved
14 by the State or Federal government will be used for the confirmation test.
- 15
- 16 b. Alcohol. The confirmation test for alcohol will be gas chromatography.
- 17
- 18 c. All confirmations shall be done by quantitative analysis.
- 19
- 20 d. When confirming initial results, all levels equal to or exceeding the
21 following shall be reported as positive:
 - 22 i. Alcohol (CDL holders only) -- 0.02g% (by breath alcohol testing)
 - 23 ii. Alcohol (all other testing) -- 0.04g% (by blood or breathe)
 - 24 iii. Amphetamines -- 500 ng/ml
 - 25 iv. Cannabinoids -- 15 ng/ml
 - 26 v. Cocaine -- 150 ng/ml
 - 27 vi. Phencyclidine -- 25 ng/ml
 - 28 vii. Methaqualone -- 150 ng/ml
 - 29 viii. Codeine - 2,000 ng/ml
 - 30 ix. Morphine - 2,000 ng/ml
 - 31 x. 6-Acetylmorphie - 10 ng
 - 32 xi. Barbiturates -- 150 ng/ml
 - 33 xii. Benzodiazepines -- 150 ng/ml
 - 34 xiii. Methadone -- 150 ng/ml
 - 35 xiv. Propoxyphene -- 150 ng/ml

36 These levels will remain in effect until Federal Legislation or State Statute
37 revises them.

38 All new levels will become effective on the date specified within the related
39 legislation.

40 **6. Reporting Test Results.** The laboratory shall report test results to a medical
41 review officer (MRO) chosen by the County to act on its behalf.

42

- 1 a. These results shall be reported within seven business days after receipt
2 of the specimen by the laboratory.
3
- 4 b. The laboratory shall transmit results to the MRO in a manner designed to
5 ensure confidentiality of the information.
6
- 7 c. The MRO is required to contact the employee or candidate if the test is
8 positive. Legal use of a prescription or non-prescription medication as
9 determined by the MRO will be reported as a negative to the employer.
10 Employees and candidates are required to return all phones calls from
11 the MRO within 48 hours. Failure to return the MRO calls the positive
12 test results stand.
13
- 14 d. The MRO has 10 business days to report a final report to the County.
15
- 16 e. Records Retention. The laboratory, for a minimum of two years, shall
17 retain all records pertaining to a given specimen, unless the County or
18 the employee requests the records to be retained for a longer period of
19 time.
20
- 21 f. Notification of Results. Within five working days after receipt of a
22 confirmed positive test result from the MRO, the County shall inform the
23 employee in writing of such positive test result, the consequences of such
24 result, and the options available to the employee.
25
- 26 g. Notification shall be mailed via certified mail or hand-delivered.
27
- 28 h. Absent extenuating circumstances, mailed notification shall be deemed
29 received by the employee when signed for, or seven calendar days after
30 delivery, whichever occurs first.
31
- 32 i. A copy of the test results will be provided to the employee with this
33 notification.
34
- 35 **7. Employee Challenges and Option to Retest.** An employee may make a legal
36 challenge pursuant to Statute.
37
- 38 a. Within five business days after receiving notice of a confirmed positive
39 test result from the County, the employee may submit information to
40 Risk Management explaining or contesting the test results and why the
41 results do not constitute a violation of this program.
42
- 43 b. When an employee initiates the appeal process, it shall be the employee's
44 responsibility to notify Risk Management and the laboratory in writing
45 that such an appeal has been filed, reference the chain of custody
46 specimen identification number, and request that the laboratory retain
47 the sample until final disposition of the appeal.

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- c. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the County.
 - d. This notice will be hand-delivered or delivered via certified mail within 15 days of receipt of the employee’s explanation or challenge and will state why the employee’s explanation is unsatisfactory.
 - e. All such documentation will be kept confidential and will be retained for at least one year.
 - f. It is the responsibility of the employee or applicant to notify the laboratory of any Administrative or Civil actions brought forward in accordance with Section 440.102 F.S.
8. **Retest.** During the 180-day period following the employee’s receipt of a positive test result, the employee may request that a portion of the original specimen be retested, at the employee’s expense.
- a. The retesting must be done at a State licensed or National Institute of Drug Abuse (NIDA) approved laboratory other than the original testing facility, and must be tested at equal or greater sensitivity for the drug in question as the first.
 - b. The employee may also appeal employment decisions made pursuant to this policy in accordance with the Disciplinary Policy.
9. **Over-the-Counter Medications.** The following medications can cause a false positive on a drug test. Please notify the MRO of any and all medications. This list in not meant to be inclusive of all medications that can lead to a false positive.
- a. Ibuprofen (Motrin, Advil)
 - b. Diphenhydramine (Benadryl)
 - c. Dextromethorphan (Robitussin, Delsym)
 - d. Doxylamine (Unisom)
 - e. Pseudoephedrine (Sudafed)
10. **Contact Information**
- a. MRO- Dr Anthony Dallas at 5141 Virginia Way, Suite 350, Brentwood Tennessee, 37027. (615) 812-1637
 - b. EAP Program- UFHealth/Ulliance - (800) 448-8326

ARTICLE 20

Term

This Agreement as to all terms and conditions of employment shall remain in effect until midnight, September 30, 2027 , and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) days prior to September 30th of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight September 30, 2027 .

WHEREUPON the parties have set their hands and seals as of this ____ day of _____, 2024.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL #3852

BY: _____
Michele Lieberman
County Manager

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

BY: _____
Thomas Crosby
Assistant County Manager

BY: _____
Mary C. Alford, Chair
Alachua County Commission

ATTEST:

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