

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852/MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, ~~2025~~~~2023~~-September 30, [~~2027~~2025]

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	4
2	Management Rights	5
3	Non-Discrimination	6
4	No Strikes	7
5	Jury Duty - Witness Duty	8
6	Checkoff of Dues	9
7	Seniority	10
8	Leaves of Absence	14
9	Annual Leave	20
10	Holidays	23
11	Grievance Procedure	25
12	Hours of Work	29
13	Miscellaneous	33
14	Wages	34
15	Insurance	40
16	Union Membership	42
17	Educational Assistance Program	43
18	Waiver of Bargaining	44
19	Drug Free Workplace and Drug Testing Policy	45
20	Term	57

Addendum I STEP PLAN

~~[Addendum II Placement in Step Plan](#)~~

A G R E E M E N T

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This AGREEMENT is collectively made and entered into as of December, ~~2025~~~~October 10, 2023~~, and will become effective on October 1, 202~~5~~~~3~~, by and between ALACHUA COUNTY (hereafter referred to as the “County” or “Employer”) and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852/Management Unit, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1293, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

1 ARTICLE 1

2 Recognition

3 Section 1-1. The County recognizes the Union as the exclusive bargaining agent for all  
4 employees in the job classifications contained within the certified bargaining unit for the purpose  
5 of collective bargaining with respect to rates of pay, wages, hours of employment, economic  
6 benefits as required by law, and other terms and conditions of employment. It is furthermore  
7 agreed that the President of Local #3852 or their designee, shall be the official spokesperson for  
8 the Union in any matter between the Union and the County. The Union shall furnish the County,  
9 in writing, the name(s) of its designee(s) and the period of time during which said designee is  
10 authorized to conduct business on behalf of the Union.

1 ARTICLE 2

2 Management Rights

3 Section 2-1.

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

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

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

1 ARTICLE 3

2 Non-Discrimination

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

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

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

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ARTICLE 4

No Strikes

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

1 ARTICLE 5

2 Jury Duty - Witness Duty

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

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

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

1 ARTICLE 6

2 Checkoff of Dues

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

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

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

13 Section 6-2. Remission of Dues to Union. The amounts to be deducted as dues shall be  
14 certified to the County by the Financial Secretary of the Union. The County agrees to remit such  
15 dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County  
16 \$125.00 for processing the dues checkoff no later than October 30 of the fiscal year. For the  
17 payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or  
18 deletions of employees in the bargaining unit, the names of employees on whose behalf dues have  
19 been deducted and remission of the net amount of dues deducted.

20 Section 6-3. Indemnification. The Union shall indemnify, defend, or hold the County  
21 harmless against any and all claims, demands, suits, or other forms of liability that shall arise out  
22 of or on account of any payroll deduction of Union dues. The Union agrees that in case of error,  
23 proper adjustment, if any, will be made by the Union with the affected employee.

1 ARTICLE 7

2 Seniority

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

8 Section 7-2. Probationary Employees. A new employee shall be considered a probationary  
9 employee for twelve (12) months after which seniority shall date back to the date of hire as a  
10 permanent employee. During such probationary period, a probationary employee shall not have  
11 seniority and may be laid off, discharged, or otherwise terminated by the County and such action  
12 shall not be subject to the grievance procedure of this agreement. During such time, an employee  
13 will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

14 Employees who receive a promotion, or who transfer to a different classification, shall be  
15 on probation in that classification for a period of six (6) months during which, if they are not  
16 retained, they shall be returned to their former classification if it exists and there is a vacancy  
17 available. If an employee is absent on excused leave for more than thirty (30) consecutive calendar  
18 days during this promotional probationary period, the promotional probationary period may be  
19 extended for up to an additional three months. The position from which the employee has been  
20 promoted or transferred will not be permanently filled for six months unless operational needs  
21 require that it be filled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ARTICLE 8

2 Leaves of Absence

3 Section 8-1. Sick Leave. All permanent employees who regularly work a forty-hour work  
4 week shall earn four (4) hours of sick leave with each bi-weekly pay period provided that the  
5 employee has been paid for at least three-fourths (3/4) of the work shifts in the pay period. Time  
6 spent in collective bargaining negotiations shall be considered as time worked for the purpose of  
7 sick leave accrual and employees on leave under Section 7 of this Article shall not lose sick leave  
8 accrual for up to two (2) calendar weeks per year of such Section 7 leave. Sick leave shall be  
9 earned as of the last day of the pay period. The employee must be in active pay status for at least  
10 seventy-five percent (75%) of the pay period in order to accrue sick leave. Persons who work a  
11 normal workweek averaging ~~fifty six (56) hours,~~ forty-eight (48) hours ~~upon implementation of~~  
12 ~~Kelly Day,~~ shall accrue sick leave at the rate of ~~five point six (5.6) hours,~~ four-point eight (4.8)  
13 hours ~~upon implementation of Kelly Day,~~ per bi-weekly pay period, provided the employee has  
14 been paid for at least three-fourths (3/4) of the work shifts in that pay period. At the end of each  
15 fiscal year, an employee shall have the option of converting up to ten (10) days of sick leave to  
16 annual leave on a two (2) for one (1) basis. The conversion of sick leave will be approved only if  
17 the employee has a remaining balance of sick leave of at least one hundred twenty (120) hours, for  
18 ~~fifty six (56) hour per week employees,~~ forty-eight (48) hour employees ~~upon implementation of~~  
19 ~~Kelly Day,~~ and sixty (60) hours for forty (40) hour per week employees, after the conversion. All  
20 requests to convert sick leave must be received by Finance & Accounting prior to October 31.  
21 Upon separation from employment after ten (10) years' service, an employee will be entitled to be  
22 paid for 50% of their accrued sick leave at the current rate of pay. Employees hired on or after  
23 April 1, 2011, upon separation from employment after ten (10) years of service will be entitled to  
24 up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to  
25 work a forty (40) hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual)  
26 for employees regularly scheduled to work an average ~~fifty six (56) hour work week,~~ forty-eight  
27 (48) hour work week ~~upon implementation of Kelly Day.~~ Employees will be permitted to accrue  
28 sick leave beyond the sick leave accrual cap, but will be limited to the aforementioned cap for  
29 payout purposes.

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

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

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

25           Section 8-3. Leave for Compensable Injury. If an employee sustains a job-related injury  
26 they shall be entitled to Workers' Compensation payments in accordance with the laws of the State  
27 of Florida. In addition, an employee may utilize available sick leave to supplement Workers'  
28 Compensation payments. In no instance shall this combination exceed one hundred percent  
29 (100%) of the employee's regular base rate.

1           Section 8-4. Military Leave-Reserve or Guard Training. Military leave for reserve or guard  
2 training shall be granted for purposes of attending military training in accordance with  
3 Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National Guard  
4 shall be granted military leave for training purposes with full pay up to a maximum of 240 hours  
5 during any one annual period and without loss of benefits. Such military leave shall not exceed  
6 that allowable by Florida law. A request for military leave for reserve or guard training shall be  
7 submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper  
8 documentation as soon as possible.

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

1           Section 8-6. Personal Leave. Upon written request from an employee submitted  
2 reasonably in advance, the County will grant a leave of absence without pay where good cause is  
3 shown for one (1) or more days, but not to exceed thirty (30) days. This leave may be extended  
4 or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the  
5 opinion of the County, are satisfactory. In the operation of this section, the question of whether  
6 an employee has accrued annual leave time shall not be considered. These leaves are intended to  
7 be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave),  
8 education, military service, or extenuating personal reasons. Leave requests under this section  
9 shall not be arbitrarily or capriciously denied.

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

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

29           Section 8-8. Union Time Pool Leave. A time pool will be established under the provisions  
30 of Section 7 of this Article. Union time pool leave shall be limited to conventions, grievance

1 hearings, contract negotiations, officers to attend regular monthly business meeting, and other  
2 Union business mutually agreed upon by the County and the Union. This time may be used by any  
3 Union member with approval from the Union President or Vice President. Requests shall be made  
4 to the Department no later than the previous shift and no more than two (2) Union members  
5 (inclusive of both IAFF Units) shall be off at any given time. These members shall not be counted  
6 in the total numbers of employees permitted to take annual leave under Article 9, Section 3.  
7 Provided that approvals of such leave shall be at the discretion of the Chief or their designee. All  
8 unused hours shall be carried over to the following calendar year.

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

19 Section 8-10. Bereavement Leave. An employee who has a death in their immediate  
20 family will be granted a bereavement leave up to forty (40) consecutive normally scheduled work-  
21 hours for forty (40) hour work week employees or two (2) consecutive shifts, normally scheduled  
22 work hours for twenty-four hour division employees. ~~of up to five (5) consecutive days and not to~~  
23 ~~exceed forty-eight (48) work hours.~~ Bereavement leave will not be charged to accrued annual or  
24 sick leave. Bereavement leave must be taken at the time of death. At the time of death is defined  
25 as within 45 days after the death of an immediate family member. Immediate family is described  
26 as father, mother, step-parents, spouse, children, step-children, current father-in-law, current  
27 mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law and  
28 daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren, and  
29 legal guardian, and certified domestic partner. Documentation of the death shall be required as a  
30 condition for approval of bereavement leave. Examples of appropriate documentation include, but

1 are not limited to, an obituary, funeral notice, link to online notification, etc. The Administrating  
2 Official may approve a longer period of bereavement leave for extenuating circumstances.

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

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

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

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

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ARTICLE 9

Annual Leave

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

BI-WEEKLY PAY PERIODS

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

Employees are not eligible to use or to be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this article. The employee must be in active pay status for at least seventy-five percent (75%) of the pay period in order to accrue annual leave. Employees who are reassigned from a 48-hour schedule to work a 40-hour schedule shall have their annual leave balance converted accordingly and will accrue annual leave hours at the rate for forty-hour work week employees. Likewise, employees who move from a 40-hour schedule to a 48-hour schedule shall have their annual leave balance

1 converted accordingly and will accrue annual leave hours at the rate for ~~forty-eight hour~~forty-  
2 eight-hour work week employees.

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

6 Section 9-3. Selection of Annual Leave. Schedules of the available annual leave periods  
7 for the next calendar year, including all fifty-two (52) weeks of each year, will be posted by  
8 October 1 of the preceding year for management unit members in the 24-hour division. The  
9 Department must receive all bids by November 1 of the year. The annual leave bid calendar must  
10 be posted by November 30. Annual leave will be bid in each classification by seniority: two (2)  
11 Battalion District Chiefs may be off on bidded annual leave on the same day, contingent on  
12 coverage by another Battalion District Chief. Requests will not be arbitrarily and capriciously  
13 denied. No employee will be allowed to bid annual leave in excess of the amount they have  
14 accrued, or will accrue, during the next calendar year, including the amount of sick leave that the  
15 employee may be eligible to convert in October of that year. Management unit employees assigned  
16 to a 40-hour work week shall request annual leave through their direct supervisor for approval.

17 Section 9-4. Utilization of Annual Leave. Employees will be allowed to accrue annual  
18 leave with no cap during the fiscal year, but will only be allowed to carry 500 hours for employees  
19 assigned to a 40-hour work week or 500 hours for employees assigned to a 48-hour work week to  
20 the following fiscal year.

21 Employees upon separation from employment shall be paid for any accrued annual leave  
22 earned to the date of termination but not taken, up to a maximum of five hundred (500) hours for  
23 employees regularly scheduled to work either a forty (40) hour work week or a ~~48-~~hour work  
24 week.

25 For employees assigned to a forty-eight (48) hour work schedule, annual leave to the extent  
26 feasible may be taken in increments of less than one week, but not less than a minimum of two  
27 hours with subsequent increments of fifteen (15) minutes. In the event that annual leave time is  
28 used for educational purposes the time can be taken as a two (2) hour minimum with additional  
29 fifteen (15) minutes increments up to twenty-four (24) hours, if there is sufficient staffing and no

1 overtime is generated. ~~For forty-eight (48) hour employees, annual~~Annual leave time may be used  
2 for unscheduled purposes after the start of the employee's assigned shift, upon approval of  
3 supervision and with as much notice as is practical, provided there is sufficient staffing personnel  
4 to cover the shift and no overtime is generated. ~~For forty-eight (48) hour employees, t~~The deadline  
5 for submitting leave (Floating Holiday, Military Leave or Annual Leave) is ninety-four hours  
6 before the leave will begin. The deadline for canceling leave (Floating Holiday, Military Leave or  
7 Annual Leave) is ninety-six (96) hours before the leave will begin. However, at the time an  
8 employee decides to separate from employment with the County, the employee shall take no more  
9 than one hundred and twenty (120) hours of annual leave to not extend the date of separation.

10 For employees assigned to a forty (40) hour work schedule, annual leave to the extent  
11 feasible may be taken in increments of fifteen (15) minutes with subsequent increments of fifteen  
12 (15) minutes. For forty (40) hour employees, annual leave time may be used for unscheduled or  
13 scheduled purposes upon approval by their supervisor and with as much notice as possible.  
14 However, at the time an employee decides to separate from employment with the County, the  
15 employee shall take no more than eighty (80) hours of annual leave to not extend the date of  
16 separation.

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

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

7 Memorial Day (last Monday in May)

8 Juneteenth (June 19<sup>th</sup>)

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), or for 40-hour per week  
15 employees, the additional Christmas holiday as designated by the County Manager

16 Christmas Day

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

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

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

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

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

14 For a forty (40) hour employee, if the holiday falls (or is observed on a regularly scheduled  
15 day off), they will be paid equal to one normal work shift not to exceed ten hours. Employees hired  
16 on or after April 1, 2011 shall not be eligible to receive Holiday Pay as described in this section  
17 (10.3) for holidays that occur on a day which is their regularly scheduled day off.

18 Section 10-4. Holiday Work. A forty-eight hour employee who works their scheduled  
19 operational shift on any of the above listed holidays in Section 10-1 shall be paid their regular  
20 hourly rate at a multiplier of two (2). A forty-eight hour employee who does not work on one of  
21 the listed holidays above will receive no compensation for the holiday.

22

1 ARTICLE 11

2 Grievance Procedure

3 Section 11-1. Definition and Procedure. For the purpose of this Agreement, a grievance  
4 is any dispute or difference between an employee and Alachua County involving the meaning,  
5 interpretation, or application of the provisions of this Agreement. Grievances shall be handled in  
6 the following manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Section 11-6. Untimely Performance Reviews.

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

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

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

22 3. LEVEL 3. In the case of annual performance reviews, if the employee is not  
23 satisfied with the resolution at LEVEL 2, they may file a written grievance at Step  
24 3 under section 1 of this Article within seven (7) calendar days of the notice of  
25 resolution at LEVEL 2.

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

1 of Human Resources. Such request must be made prior to the completion of the performance  
2 review.

1 ARTICLE 12

2 Hours of Work

3 Section 12-1. Workday; Workweek. Some employees may be assigned to a normal  
4 workday of twenty-four (24) hours with an average normal workweek of forty-eight (48) hours.  
5 The County may assign forty (40) hour workweek employees any combination of workday hours  
6 in a workweek in order to ensure full coverage for county operations. All employees will be made  
7 aware of their weekly work schedules at least two (2) weeks in advance, unless there is an  
8 emergency or extenuating circumstance that do not allow for the advance notice.

9 Section 12-2. Additional Shift Assignment. In the event an employee in the ~~District~~  
10 ~~Battalion~~ Chief classification has worked Additional Hours to fill a ~~District-Battalion~~ Chief  
11 vacancy (no minimum hours) or is assigned to act as a ~~District-Battalion~~ Chief in charge of a  
12 special event (no minimum hours), they will be paid additional hours at the employee's current  
13 hourly rate for the number of hours worked. Any hours that a ~~District-Battalion~~ Chief works while  
14 waiting for relief will be paid as Additional Hours. These hours do not include completing any  
15 shift assignment once the ~~District-Battalion~~ Chief is relieved. When position vacancies occur, the  
16 department will fill the positions by utilizing the out-of-class list. Employees who meet all of the  
17 minimum qualifications required to test for the ~~District-Battalion~~ Chief position will be used first.  
18 To be eligible to fill the vacant position, employee must have demonstrated competency in that  
19 higher classification through evaluation exercises administered by the Department training staff.  
20 If employees are scheduled to work out-of-class and someone calls in for leave after 0800 hours  
21 for the next day, employees shall stay as they are scheduled and the vacant position will be filled  
22 in the lower classification. If sufficient staffing is not available, the ~~District-Battalion~~ Chief with  
23 the fewest additional hours will be offered the additional hours first. In the event two (2) or more  
24 ~~District-Battalion~~ Chiefs have the same number of additional hours, the assignment will be offered  
25 in seniority order. As employees accept additional hours, the hours will be added to their buckets.  
26 All buckets will be reset each January 1. If no forty-eight (48) hour ~~District-Battalion~~ Chief accepts  
27 the offer of additional shift assignment, the 40-hour ~~District-Battalion~~ Chief will be offered the  
28 assignment. In the event no ~~District-Battalion~~ Chief accepts the offer of an additional shift  
29 assignment, offers will be made to overtime out-of-class assignment to an eligible employee on

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

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

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

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

21 Section 12-4. Trade Time Policy. Upon prior approval of the Fire Chief or their designee,  
22 an employee may agree with another employee of the same classification (~~Distriet-Battalion~~ Chief)  
23 to work in place of said employee during their regularly scheduled work assignment, subject to the  
24 following restrictions.

- 25 (a) No employee shall be permitted to have another employee substitute for them in  
26 excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).
- 27 (b) Trade-time will be approved only for permanent, full-time employees of the  
28 Fire/Rescue Department.

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

20 Section 12-5. Flex Time Policy. Forty (40) hour employees may utilize a flex  
21 schedule due to extended work obligations including, but not limited to, training, assessments,  
22 planning, etc. The Fire Chief or designee (employee supervisor) may authorize the use of a flex  
23 schedule. Salaried employees must flex their work hours within the bi-weekly pay period. Hourly  
24 employees must flex their work hours within the pay week.

25 Section 12-6. Kelly Day. ~~Effective on or before October 1, 2024, e~~Employees in the  
26 District-Battalion Chief classification who are certified firefighters shall work an average work  
27 week of forty-eight (48) hours (“forty-eight hour employees” or “48 hour” employees), with  
28 twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (a

1 “Kelly Day”) every seventh shift. ~~The parties agree that while Kelly Days may not be implemented~~  
2 ~~until Fiscal Year 2025, throughout this Agreement, these employees are referred to as forty eight~~  
3 ~~hour or 48 hour employees regardless of hours worked in Fiscal Year 2024.~~

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

8 • ~~All members of the bargaining unit will be paid out any remaining compensatory time at~~  
9 ~~their hourly rate as of September 30, 2023. The compensatory time check will be issued~~  
10 ~~following the BoCC’s ratification of this Agreement.~~

11 • ~~Effective upon implementation of Kelly Day, all Annual and Sick leave balances shall be~~  
12 ~~converted to a forty eight (48) hour balance rate at a factor of .8575. For example, an~~  
13 ~~employee who had one hundred twenty (120) hours accrued at a fifty six (56) hour rate~~  
14 ~~will convert to one hundred and two point nine (102.9) hours at a forty eight (48) hour~~  
15 ~~rate.~~

16 Section 12-78. Kelly Day Selection. Kelly Days will be selected before the selection of  
17 annual bid leave. For all employees, the selection of Kelly Days shall be determined by shift, based  
18 on seniority as defined in Article 7 of the current Collective Bargaining Agreement. The following  
19 method will be utilized in the Kelly Day selections process. Only one Battalion

20 District Chief will be allowed off on Kelly Day per shift.

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

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

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

8        8

1 Article 13

2 Miscellaneous

3 Section 13-1. Bulletin Boards. Alachua County will provide adequate space on existing  
4 bulletin boards on which the Union may post, from time to time, notices to provide information or  
5 material relevant to members of the bargaining unit. If the Union desires additional space, it may  
6 mount a bulletin board for the posting of its notices at locations agreed upon by management and  
7 the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material  
8 appearance as management and the Union shall approve. The Union's principal officer shall be  
9 responsible for all notices posted under this section.

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

12 Section 13-3. Notice of Discharge. The County shall provide a notice of proposed  
13 discharge to a regular, permanent, non-probationary employee and to the Union ten (10) calendar  
14 days prior to the date of the meeting on the discharge.

15 Section 13-4. Health, Safety and Comfort. The following items will be provided by the  
16 County:

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

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

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

1 ARTICLE 14

2 Wages

3 Section 14-1. Step Plan. Implementation. ~~Effective the first full pay period in October~~  
4 ~~2023, the step plan in Addendum I to this Agreement (hereinafter “Step Plan”) is implemented for~~  
5 ~~members in this bargaining unit in the District Chief and Captain classifications as further~~  
6 ~~described in this Article 14 and Addendum I. Current members in these classifications as of the~~  
7 ~~date of ratification shall be placed on the Step Plan as described in Addendum II and receive the~~  
8 ~~corresponding flat dollar amount as their annual wage.~~

9 For the first pay period in fiscal year 2025, each current non-probationary employee shall advance  
10 ~~one step in the Step Plan.~~ Effective the first full pay period following ratification of this  
11 Agreement, bargaining unit members in the Battalion Chief and Captain classifications shall be  
12 placed in the next step on the Step Plan as described in Addendum I retroactive to the first full pay  
13 period of October 2025. This retroactive payment will be paid to the eligible employees in a future  
14 paycheck within a reasonable time of ratification.; - ~~Effective the first full pay period in October~~  
15 ~~2026, bargaining unit members in the Battalion Chief and Captain classifications shall be placed~~  
16 ~~in the next step on the Step Plan as described in Addendum I.~~ Employees who promote either into

17 this bargaining unit, or promote within the bargaining unit after the implementation of the Step  
18 Plan will be placed in step one of the Step Plan for their new classification regardless of their salary  
19 at the time of promotion. For employees whose annual salary exceeds the top range of the Step  
20 Plan, either at the implementation of the Step Plan, or in subsequent years, shall receive a longevity  
21 payment in lieu of placement or progression on the Step Plan (the “Longevity Payment”) as shown  
22 on Addendum I. This Longevity Payment shall be paid in three lump sum payments on the  
23 following schedule: First full pay period in October; first full pay period in April; and first pay

1 period in September. As of the date of ratification, there are no current bargaining unit members  
2 who will receive Longevity Pay during the first year of this Agreement~~term of this Agreement.~~  
3 For year two of this Agreement, any bargaining unit member who will remain at Step 10, shall  
4 receive the increase in pay as described in Addendum I, and a reduced Longevity Payment in the  
5 amount of \$774, and shall not receive the Longevity Payment shown in Addendum I. Any  
6 bargaining unit member receiving this amount, shall still receive the payment in lump sum  
7 payments. The Step Plan compensation is contingent upon budgetary restrictions and may be  
8 terminated by the Board of County Commissioners through the budget process.-

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

13 ~~Section 14.3. Paramedic Pay. Members of the bargaining unit who are certified paramedics~~  
14 ~~will receive paramedic pay of \$7,500.00 per year (“Paramedic Pay”) when they obtain clearance~~  
15 ~~from the Alachua County Medical Director. All Paramedic Pay will be calculated into the hourly~~  
16 ~~rate of the member for all hours of work, including any additional hours for each classification in~~  
17 ~~this unit.~~

18 Section 14-3 Pay During Emergency Declaration & Office Closure: During a declared  
19 emergency or office closure, forty (40) hour bargaining unit employees shall be eligible for  
20 compensation in accordance with the County’s established procedure as may be amended from  
21 time to time applicable during a Governor’s or Local State of Emergency and/or a Declared Office  
22 Closure, provided that the work performed is not part of the employee’s regular job duties.

1        Section 14.4. Incentive Pay. Members of the bargaining unit who have certain specific  
2 certifications or met certain educational milestones, shall receive incentive pay in addition to their  
3 base salary hourly rate, ~~and Paramedic Pay, if applicable.~~ Members will receive incentive pay the  
4 first full pay period following verification of the applicable certifications or educational  
5 milestones. All incentive pay will be calculated into the hourly rate of the member for all hours  
6 of work, including any additional hours.

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

14        Section 14-5. Pay Adjustment for Out-of-Classification Assignment. Any employee who  
15 works as an out-of-class ~~District~~ Battalion Chief will be paid \$3/hour incentive for all hours  
16 worked in that out-of-class status.

17        Section 14-6. Acting Status. In the event an employee is assigned on a temporary basis to  
18 a vacant administrative or managerial position, they will receive a ten (10%) increase to their  
19 current regular rate of pay. The employee assigned the acting status must have successfully  
20 completed their initial probationary period and must met the posted minimum requirements of the  
21 position.

22        If a ~~District~~ Battalion Chief vacancy of greater than 30 calendar days is anticipated, the  
23 Fire Chief or designee may appoint an individual(s) to serve in an Acting ~~District~~ Battalion Chief

1 capacity. These individuals must meet all the requirements to work as an out-of-class ~~District~~  
2 Battalion Chief as outlined in Article 12, Section 2.

3 Section 14-7 Financial and Economic Protection: To provide a two (2) year agreement and  
4 adequately protect the County from severe unforeseen financial and economic conditions outside  
5 of the control of the County, certain minimum parameters will be required to obligate the County  
6 to fulfill the financial obligation over the term of the two (2) years. Taxable Values, used to fund  
7 the General Fund, which supports ambulance transports services and Assessed Values used to fund  
8 the Municipal Service Benefit Unit (MSBU) which supports general Fire Services, must increase  
9 annually. If such negative financial pressure materializes, Article 14 of this Agreement~~the contract~~  
10 will be re-opened for negotiations.

11 .

12

1 ARTICLE 15

2 Insurance

3 Section 15-1. Group Health Insurance Benefits, Dental Insurance, and Premium Cost. If  
4 there are to be any changes in premiums or benefit levels, the County will notify the Union. During  
5 the term of this Agreement, the County agrees that the bargaining unit shall receive equivalent  
6 health and dental insurance benefits as all non-bargaining employees receive.~~Any changes in the~~  
7 ~~premiums or benefits provided by the insurance program will involve the active participation of~~  
8 ~~the Union if it chooses; however, the County will not be required to negotiate levels of premiums~~  
9 ~~or benefits with the Union.~~

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

14 Section 15-3. Dental Insurance. ~~The Alachua County Board of County Commission will~~  
15 ~~pay eighty percent (80%) of the premium for single coverage for dental insurance effective~~  
16 ~~10/1/2007. Employees will be responsible for one hundred percent (100%) of the premium for~~  
17 ~~dependent coverage of the dental insurance.~~

18 ~~The Alachua County Board of County Commission will continue to pay eighty percent~~  
19 ~~(80%) of the premium for single coverage if funding is available.~~

20 Section 15-4. Retiree Health Insurance Subsidy. ~~The County and Union agree that~~  
21 ~~beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy.~~  
22 ~~The subsidy is \$7.50 per month for each year of service with Alachua County. In order to qualify~~  
23 ~~for this subsidy the retired employee must have worked for Alachua County for at least six (6)~~  
24 ~~years, and currently have health insurance with Alachua County. The maximum is \$225 per month~~  
25 ~~(30 years). Each month the retired employee will receive a check from Alachua County. If in the~~  
26 ~~future the retired employee cancels the retiree health insurance with Alachua County, an annual~~  
27 ~~certification form showing proof of health insurance elsewhere must be forwarded to Risk~~  
28 ~~Management to continue receiving the monthly subsidy. Retirees in the State's Florida Retirement~~  
29 ~~System (FRS) who have entered into the Deferred Retirement Option Program (DROP) are not~~

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

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

1 ARTICLE 16

2 Union Membership

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

1 ARTICLE 17

2 Educational Assistance Program

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

6 Section 17-2. General Fund.

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

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

16 Section 17-4. Conditions of Approval or Payment

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

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

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

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

9 Section 17-5. Application Procedure.

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

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

15 c. The request shall be completed and forwarded to the employee's supervisor. The  
16 supervisor shall indicate their approval or disapproval and forward the form to the  
17 Department Director.

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

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

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

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

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

9 Section 17-8. Classes on County Time.

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

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

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

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

18 1. Leave without pay;

19 2. Annual leave;

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

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

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

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

1           Section 17-9. General Provisions.

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

1 ARTICLE 18

2 Waiver of Bargaining

3 Section 18-1. The Union acknowledges that it had an opportunity during the negotiations  
4 which led to this Agreement, to bargain over any and all subjects not removed by law from the  
5 scope of bargaining. This Agreement constitutes the complete and entire understanding of both  
6 parties concerning all matters which were subject to negotiations, and also concerning those  
7 matters which were not discussed in negotiations, it being understood that the Union has achieved  
8 only those benefits which are expressly set forth in this Agreement. During the term of this  
9 Agreement, the Union waives any right to further bargaining concerning any matter over which it  
10 might have the right to bargain with the County, except with regard to any changes which the  
11 County should desire to make which have the effect of altering wages, benefits, or terms and  
12 conditions of employment not embodied in this Agreement. In the event any such changes are  
13 made by the County, it is agreed that they may be made unilaterally and at the time desired by the  
14 County, however, the Union shall have the right, upon request, to bargain over the impact which  
15 such changes have wrought upon this Agreement, if any, and to secure a written amendment to  
16 this Agreement if such bargaining produces an agreement.

1 Article 19

2 DRUG FREE WORKPLACE AND DRUG TESTING POLICY

3 The County and the Union agree that drug abuse is a significant public health problem in  
4 our 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 with  
12 a marijuana identification card and CBD products that contain enough THC to elicit a positive  
13 drug test.

14 OVERVIEW: The County acknowledges the importance of establishing and maintaining a  
15 drug free workplace; and complying with all federal, state, and local regulations related to drug  
16 use, including the Federal Drug Free Workplace Act of 1988, Florida Statute 440.102, F.A.C.  
17 59A-24, the State Comprehensive Economic Development Act of 1990 and the Omnibus  
18 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 and to  
22 fostering the health and well-being of its workforce. Employees are required to report  
23 to work in a fit condition for duty. If an employee is under medical treatment with a  
24 drug that could alter the employee’s ability to do the job, they are required to report  
25 this drug use immediately to Human Resources. Any employee who refuses to submit  
26 to a test for drugs or alcohol pursuant to this policy shall be presumed, in the absence  
27 of clear and convincing evidence to the contrary, to be under the influence and may  
28 forfeit eligibility for all Workers' Compensation medical and indemnity benefits and  
29 may be terminated or disciplined. The County does not permit use of marijuana  
30 acquired through a medical marijuana certificate as allowed in Section 381.986(15.a.)  
31 Florida Statutes. Medical marijuana use will be treated as an illicit substance and is  
32 subject to this policy. Over the-counter THC products and CBD products are not  
33 regulated and may contain enough THC to result in positive drug tests.

34 **2. Definition.** As used herein, "drug abuse" includes the use of illicit substances or misuse

1 of controlled substances, alcohol, or other psychoactive drugs. This includes the use  
2 of marijuana acquired with a marijuana identification card and CBD products that  
3 contain enough THC to elicit a positive drug test.

4 3. **Notice.** The County will provide a one-time written notice to all employees, as required  
5 by Section 440.102(3), Florida Statutes.

6 a. The notice will be provided to all potential employees prior to any pre-  
7 employment drug testing.

8 b. Copies of this notice will be placed on all employee bulletin boards and a general  
9 statement that the County will test all final candidates in mandatory testing  
10 positions will be included on vacancy announcements.

11 4. **Prohibited Behavior.**

12 a. The manufacture, illegal use, possession or distribution of illicit or controlled  
13 substances is strictly prohibited.

14 b. Being under the influence of alcohol or illicit drugs during work hours and being  
15 under the influence of legal drugs to the extent that normal faculties are  
16 significantly impaired on the job, is strictly prohibited.

17 5. **Suspected Drugs on County Property.** Supervisors will notify their Department  
18 Director of suspected illegal drugs on County property. The Director will contact Risk  
19 Management and local law enforcement officials to investigate any suspected illegal  
20 drugs.

21 6. **Corrective Action.** Employees who violate the County's Drug Free Workplace  
22 Policy by failing a drug test or by being under the influence, using or distributing  
23 drugs on the job are subject to corrective action, including dismissal, according to the  
24 guidelines below:

25 a. Employees who have completed their probationary period and have a first-  
26 time positive confirmed drug and/or alcohol test will be referred to the  
27 County Employee Assistance Program (EAP) or other community alcohol  
28 and drug rehabilitation program(s) as appropriate.

29 Use of the EAP or other rehabilitation resources will not prevent the  
30 County from taking appropriate corrective action for violations of other  
31 County policies.

32 b. If an employee seeks help on a voluntary basis with personal use of drugs  
33 or alcohol, then confidentiality will be protected to the extent possible. The  
34 County reserves the right to take corrective action against an employee for  
35 work performance or conduct issues regardless of the employee  
36 voluntarily seeking treatment.

37 c. Employees referred to the EAP or other rehabilitation program as a result

1 of a first violation will be allowed to continue employment with the  
2 County provided that:

- 3 i. They contact the EAP or other rehabilitation resource and strictly  
4 adhere to all terms of treatment and counseling prescribed; and
- 5 ii. They immediately cease any and all abuse/use of alcohol or  
6 drugs; and
- 7 iii. They consent in writing to periodic unannounced testing for a  
8 period of up to two years after returning to work or completion of  
9 any rehabilitation program, whichever is later; and
- 10 iv. They pass all drug tests administered under this program; and
- 11 v. They execute and abide by an agreement describing the above  
12 stated conditions.

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

16 Employees terminated are not eligible for hire or rehire by the  
17 Board for 180 days.

18  
19 **7. Confidentiality.** The provisions of Section 440.102(8), Florida Statutes, shall govern the  
20 release of any information, interviews, reports, statements, memoranda and drug and/or  
21 alcohol testing results received by the County through this Drug Free Workplace and Drug  
22 Testing program.

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

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

3 a. Responsibility. Rehabilitation is the responsibility of the employee.

4 b. Employees may seek such assistance through the County-sponsored Employee  
5 Assistance Program (EAP) or other community resources.

6 c. Health Benefits. Any employee seeking medical attention for alcohol misuse or  
7 drug abuse will be entitled to benefits only to the extent specified under the  
8 County's group health insurance program and EAP.

9 d. Leave of Absence. Employees required to be absent from the workplace while in  
10 treatment may request Family Medical Leave Act (FMLA) leave in accordance  
11 with the Board of County Commissioners' Employee Policies.

12 An employee shall be permitted to utilize all available  
13 accumulated paid leave before being placed in a leave without pay  
14 status.

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

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

## 21 II. Drug Testing Procedures

22 1. Reasons for Testing under Florida's Drug Free Workplace. The County will require  
23 drug testing for the following reasons:

24 a. Job Candidate. Job Candidates accepting or employees otherwise transferring to  
25 another position shall submit to drug testing within 48 hours of being notified by  
26 Human Resources under the County's Drug Free Workplace Policies that fall under  
27 the mandatory testing positions as defined by the following criteria:

28 i. that carry a firearm as a requirement of the job or work closely with an  
29 employee who carries a firearm,

30 ii. that perform life-threatening work,

31 iii. that work with heavy or dangerous machinery,

32 iv. that work as a safety inspector,

33 v. that regularly (15 hours a week) work with children,

34 vi. that work with detainees in the correctional system,

35 vii. that regularly work with confidential information or documents pertaining to  
36 criminal investigations,

37 viii. that work with controlled substances,

38 ix. that have a job assignment in which a momentary lapse in attention could

- 1                   result in serious injury or death to another person (this does not include  
2                   general operation of county vehicles), or  
3                   x. that are assigned to a special risk position under the Florida Retirement  
4                   System.

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

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

9                   **b. Scheduled Physical Examination.** Any person who undergoes a scheduled  
10                   occupational physical examination shall also be tested for drug and/or alcohol use as  
11                   part of that examination, if the person falls under the criteria under the job candidate  
12                   provisions (section 1.a above).

13                   **c. Reasonable Suspicion.** This type of testing is based on a belief that an employee is  
14                   using or has used drugs and/or alcohol in violation of this policy, drawn from specific  
15                   objective and articulable facts, and reasonable references drawn from those facts in  
16                   light of experience.

17                   i. An employee who suspects another employee may be in violation of this  
18                   policy will immediately notify their supervisor to report the behavior. The  
19                   supervisor will document the suspected behavior using the Observed  
20                   Behavior Form (Appendix C) and will request that another supervisor confirm  
21                   the observation using the same form. If the observation is confirmed, the form  
22                   will be submitted to the suspect employee's supervisor.

23                   ii. The employee's supervisor will ask the suspect employee for an explanation  
24                   of the behavior and document the explanation on the form. If there is no  
25                   reasonable explanation, the supervisor will inform the Department Director,  
26                   or their designee, who in turn, will contact Human Resources to request  
27                   testing.

28                   iii. If any of the Departmental officials are not reasonably available, the  
29                   observer(s) should document the observed facts and contact Human  
30                   Resources. Department Directors will develop an internal Procedure,  
31                   including naming designees to facilitate documenting the observed facts and  
32                   transmitting the request for testing through channels promptly, from normal  
33                   worksites and field locations.

34                   iv. Only the Human Resources Director or the designee shall authorize approval  
35                   for such testing. Drug testing is administered by the Office of Risk  
36                   Management. Risk Management and Human Resources will coordinate their  
37                   respective functions in compliance with this Procedure.

38                   v. Facts and inferences may be based upon:

- 39                   1. Observable documented phenomena while at work, such as direct  
40                   observation of drug or alcohol use or of the physical symptoms or  
41                   manifestations of being under the influence of a drug or alcohol.

- 1                                   2. Abnormal conduct or erratic behavior while at work or a significant
- 2                                   deterioration in work performance.
- 3                                   3. A report of drug use or possession or on-duty alcohol use, provided by
- 4                                   a reliable and credible source.
- 5                                   4. Evidence that an individual has tampered with a drug or alcohol test
- 6                                   during the employee's employment with the County.
- 7                                   5. Information that an employee has caused, contributed to, or been
- 8                                   involved in an accident while at work.
- 9                                   6. Evidence that an employee has used, possessed, sold, solicited, or
- 10                                  transferred drugs while working or while on County premises or while
- 11                                  operating County vehicles, machinery or equipment.

12                   vi. Testing on Reasonable Suspicion.

- 13                                  1. The original documentation shall be kept confidential by the County
- 14                                  pursuant to this policy and shall be retained for at least one year.
- 15                                  2. A copy of this documentation shall be given to the employee upon
- 16                                  written request.
- 17                                  3. The employee's supervisor, or another supervisor will drive the
- 18                                  employee to the testing facility without any additional stops or
- 19                                  interactions with other persons.

20                   d. Post-Accident/Incident. Employees injured while performing work duties where

21                   there is probable cause could be tested regardless of seeking medical care under

22                   Workers' Compensation. Employees using personal vehicles for County business or

23                   County owned or rented vehicles and/or equipment may be tested for drugs and

24                   alcohol as follows:

25                                  i. Any employee who caused or contributed to an accident when anyone requires

26                                  professional medical attention as a result of that accident, or any employee

27                                  operating a motor vehicle or motorized equipment who has an accident

28                                  resulting in property damage, will be tested for drugs and alcohol immediately

29                                  following the accident in accordance with Policies established by Risk

30                                  Management. An employee is not considered to have caused or contributed to

31                                  an accident unless the employee actually affects the situation by their action

32                                  or failure to act reasonably as required by the situation.

- 33    1. A supervisor must escort the employee directly to the testing facility
- 34    without any additional stops or interactions with other persons.
- 35    2. If an employee has a positive post-accident drug or alcohol test, they
- 36    will be removed from operating County vehicles or equipment until
- 37    such time that a Medical Review officer (MRO) provides a negative
- 38    drug or alcohol test.

39                                  ii. The County's DER (Designated Employer Representative) or Risk Manager

40                                  has the authorization to remove or return employees to safety sensitive duties.

1 e. **Return- to- Duty Testing.** An employee who has a MRO confirmed drug and/or  
2 alcohol test cannot return to work until such time that they have a MRO confirmed  
3 negative drug and/or alcohol test. This test is directly observed. The return to duty  
4 testing schedule will be based on scientifically verified detection periods for the  
5 substance(s) confirmed by the MRO.

6 f. **Follow-up Drug Testing Program.** If an employee in the course of employment has  
7 a MRO confirmed positive drug or alcohol test and enters into a one-time Drug-free  
8 Workplace Violation Agreement will be required to submit to an observed drug  
9 and/or alcohol test on no less than a quarterly basis, for two years thereafter. The  
10 testing will be unannounced and random within each quarter.

11 g. **Random Testing.** Employees will be tested for drugs on a random unannounced  
12 basis just before, during, or just after performance of safety sensitive functions. The  
13 parties agree that all classifications within this bargaining unit are designated as  
14 “safety-sensitive.”

15 i. Not less than 25% of the total number of the unit will be tested for drugs each  
16 calendar year.

17 ii. Risk Management will maintain a program of random testing and notification.  
18 Employees notified of testing must be escorted immediately to the testing  
19 facility by a supervisor without additional stops or interactions with other  
20 persons.

21 2. **Positive Drug and/or Alcohol Tests.**

22 a. Employees who have a MRO confirmed tests during their probationary period will be  
23 subject to immediate termination.

24 b. Employees who have successfully completed the probationary period and have a  
25 MRO confirmed drug and/or alcohol test will be afforded an opportunity to enter into  
26 one-time Drug-free Workplace Violation Agreement and complete the follow-up  
27 testing program as defined in this procedure. Employees will be removed from duty  
28 until a MRO confirmed negative result has been provided.

29 Under the Drug-free Workplace Agreement, the employee will be required to attend  
30 the County’s EAP provider for an evaluation and/or treatment program. Failure to  
31 comply with either the terms of the Agreement or EAP provider’s requirements will  
32 result in termination.

33 3. **Drugs Tested.** All specimen collection and testing for drugs shall be conducted in  
34 accordance with Sections 440.102(5), (6), and (7), Florida Statutes. The County may test  
35 for any or all of the following:

36 a. Alcohol

- 1 b. Amphetamines
- 2 c. Cannabinoids
- 3 d. Cocaine
- 4 e. Phencyclidine
- 5 f. Methaqualone
- 6 g. Opiates
- 7 h. Barbiturates
- 8 i. Benzodiazepines
- 9 j. Methadone
- 10 k. Propoxyphene

11 **4. Initial Test.**

- 12 a. Narcotics. The initial test for all drugs shall use an immunoassay.
- 13 b. Alcohol. The initial test for alcohol shall be an enzyme oxidation methodology.
- 14 c. When first screening specimens, all levels equal to or exceeding the following shall  
15 be reported as positive:
  - 16 i. Alcohol (CDL holders only) -- 0.02g% (by breath alcohol testing)
  - 17 ii. Alcohol (all other employees) -- 0.04g% (by blood or breathe)
  - 18 iii. Amphetamines -- 1000 ng/mL
  - 19 iv. Cannabinoids -- 50 ng/mL
  - 20 v. Cocaine – 300 ng/mL
  - 21 vi. Phencyclidine -- 25 ng/ml
  - 22 vii. Methaqualone -- 300 ng/ml
  - 23 viii. Opiates -- 2,000 ng/ml
  - 24 ix. Barbiturates – 300 ng/mL
  - 25 x. Benzodiazepines – 300 ng/mL
  - 26 xi. Methadone -- 300 ng/ml
  - 27 xii. Propoxyphene -- 300 ng/ml

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

30 All new levels will become effective on the date specified within the related  
31 legislation.

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

- 34 a. Narcotics. A gas chromatography/mass spectrometry (GC/MS) test, or an equivalent  
35 or more accurate scientifically accepted method approved by the State or Federal  
36 government will be used for the confirmation test.
- 37 b. Alcohol. The confirmation test for alcohol will be gas chromatography.
- 38 c. All confirmations shall be done by quantitative analysis.
- 39 d. When confirming initial results, all levels equal to or exceeding the following shall be  
40 reported as positive:
  - 41 i. Alcohol (CDL holders only) -- 0.02g% (by breath alcohol testing)

- 1            ii. Alcohol (all other testing) -- 0.04g% (by blood or breathe)
- 2            iii. Amphetamines -- 500 ng/ml
- 3            iv. Cannabinoids -- 15 ng/ml
- 4            v. Cocaine -- 150 ng/ml
- 5            vi. Phencyclidine -- 25 ng/ml
- 6            vii. Methaqualone -- 150 ng/ml
- 7            viii. Codeine - 2,000 ng/ml
- 8            ix. Morphine - 2,000 ng/ml
- 9            x. 6-Acetylmorphie - 10 ng
- 10           xi. Barbiturates -- 150 ng/ml
- 11           xii. Benzodiazepines -- 150 ng/ml
- 12           xiii. Methadone -- 150 ng/ml
- 13           xiv. Propoxyphene -- 150 ng/ml

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

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

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

- 18           a. These results shall be reported within seven business days after receipt of the  
19           specimen by the laboratory.
- 20           b. The laboratory shall transmit results to the MRO in a manner designed to ensure  
21           confidentiality of the information.
- 22           c. The MRO is required to contact the employee or candidate if the test is positive.  
23           Legal use of a prescription or non-prescription medication as determined by the MRO  
24           will be reported as a negative to the employer. Employees and candidates are  
25           required to return all phones calls from the MRO within 48 hours. Failure to return  
26           the MRO calls the positive test results stand.
- 27           d. The MRO has 10 business days to report a final report to the County.
- 28           e. Records Retention. The laboratory, for a minimum of two years, shall retain all  
29           records pertaining to a given specimen, unless the County or the employee requests  
30           the records to be retained for a longer period of time.
- 31           f. Notification of Results. Within five working days after receipt of a confirmed positive  
32           test result from the MRO, the County shall inform the employee in writing of such  
33           positive test result, the consequences of such result, and the options available to the  
34           employee.
- 35           g. Notification shall be mailed via certified mail or hand-delivered.
- 36           h. Absent extenuating circumstances, mailed notification shall be deemed received by  
37           the employee when signed for, or seven calendar days after delivery, whichever  
38           occurs first.
- 39           i. A copy of the test results will be provided to the employee with this notification.  
40

41           **7. Employee Challenges and Option to Retest.** An employee may make a legal challenge

1 pursuant to Statute.

- 2 a. Within five business days after receiving notice of a confirmed positive test result  
3 from the County, the employee may submit information to Risk Management  
4 explaining or contesting the test results and why the results do not constitute a  
5 violation of this program.
- 6 b. When an employee initiates the appeal process, it shall be the employee's  
7 responsibility to notify Risk Management and the laboratory in writing that such an  
8 appeal has been filed, reference the chain of custody specimen identification number,  
9 and request that the laboratory retain the sample until final disposition of the appeal.
- 10 c. The employee will be notified in writing if the explanation or challenge is  
11 unsatisfactory to the County.
- 12 d. This notice will be hand-delivered or delivered via certified mail within 15 days of  
13 receipt of the employee's explanation or challenge and will state why the employee's  
14 explanation is unsatisfactory.
- 15 e. All such documentation will be kept confidential and will be retained for at least one  
16 year.
- 17 f. It is the responsibility of the employee or applicant to notify the laboratory of any  
18 Administrative or Civil actions brought forward in accordance with Section 440.102  
19 F.S.

20 8. Retest. During the 180-day period following the employee's receipt of a positive test result,  
21 the employee may request that a portion of the original specimen be retested, at the  
22 employee's expense.

- 23 a. The retesting must be done at a State licensed or National Institute of Drug Abuse  
24 (NIDA) approved laboratory other than the original testing facility, and must be  
25 tested at equal or greater sensitivity for the drug in question as the first.
- 26 b. The employee may also appeal employment decisions made pursuant to this policy in  
27 accordance with the Disciplinary Policy.

28 9. Over-the-Counter Medications. The following medications can cause a false positive on a  
29 drug test. Please notify the MRO of any and all medications. This list is not meant to be  
30 inclusive of all medications that can lead to a false positive.

- 31 a. Ibuprofen (Motrin, Advil)  
32 b. Diphenhydramine (Benadryl)  
33 c. Dextromethorphan (Robitussin, Delsym)  
34 d. Doxylamine (Unisom)  
35 e. Pseudoephedrine (Sudafed)

36 10. Contact Information

37 a. MRO- Dr Anthony Dallas at 5141 Virginia Way, Suite 350, Brentwood  
38 Tennessee, 37027. (615) 812-1637

39  
40 b. EAP Program- UFHealth/Ulliance - (800) 448-8326

41

42

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

9           ~~Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts~~  
10 ~~responsibility for providing channels of help. However, it is the employee's responsibility to seek~~  
11 ~~such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected.~~  
12 ~~But, if the employee does not seek help and a work performance or work conduct problem comes~~  
13 ~~to the attention of the County, then disciplinary action will result. Any employee who refuses to~~  
14 ~~submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of~~  
15 ~~clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her~~  
16 ~~eligibility for all worker's compensation medical and indemnity benefits and will be disciplined,~~  
17 ~~up to and including termination. The County does not permit the use of marijuana acquired through~~  
18 ~~a medical marijuana certificate as allowed in Section 381.986(15.a.) Florida Statutes. Medical~~  
19 ~~marijuana use will be treated as an illicit substance and is subject to this Article. Over the counter~~  
20 ~~THC products and CBD products are not regulated and may contain enough THC to result in a~~  
21 ~~positive drug test.~~

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

25           ~~The County will provide a one time written notice to all employees as required by Section~~  
26 ~~440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any~~  
27 ~~pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards~~  
28 ~~and a general statement that the County will test all job applicants will be included on vacancy~~  
29 ~~announcements.~~

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

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

5           ~~(a) — Pre-employment — Any final candidate for a position within Alachua County shall~~  
6                   ~~be required to take a drug urinalysis and/or blood test prior to initial employment.~~  
7                   ~~Any applicant whose test results indicate present alcohol or drug abuse will not be~~  
8                   ~~hired.~~

9           ~~(b) — Position Change — Any current employee who is the final candidate for a posted~~  
10                   ~~position, whether internal or external, shall be required to take a drug urinalysis and~~  
11                   ~~alcohol test prior to the final offer for the new position being extended. — Any~~  
12                   ~~employee applicant who's confirmed test results indicate present alcohol or drug~~  
13                   ~~abuse will not be hired into the new position, and is subject to all other provisions~~  
14                   ~~of this policy.~~

15           ~~(c) — Scheduled physical examination — Any employee who undergoes a full physical~~  
16                   ~~examination in accordance with Article XIV shall also be tested for drug and/or~~  
17                   ~~alcohol use as part of that examination.~~

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

23                   ~~(1) — Observable documented phenomena while at work, such as direct~~  
24                           ~~observation of drug or alcohol use or of the physical symptoms or~~  
25                           ~~manifestations of being under the influence of a drug or alcohol.~~

26                   ~~(2) — Abnormal conduct or erratic behavior while at work or a significant~~  
27                           ~~deterioration in work performance.~~

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

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

3           ~~(5) — Information that an employee has caused, contributed to, or been involved~~  
4           ~~in an accident while at work.~~

5           ~~(6) — Evidence that an employee has used, possessed, sold, solicited, or~~  
6           ~~transferred drugs while working or while on County premises or while~~  
7           ~~operating County vehicles, machinery or equipment.~~

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

13          ~~(e) — Follow up — If an employee, in the course of employment, has a confirmed positive~~  
14          ~~drug or alcohol test and subsequently accesses the Employer Assistance Program~~  
15          ~~for drug related problems or enters an alcohol and drug rehabilitation program, the~~  
16          ~~County will require the employee to submit to a drug and/or alcohol test upon~~  
17          ~~completion of such program as a follow up to such program, and on a quarterly,~~  
18          ~~semiannual or annual basis, at the County's option, for two (2) years thereafter. If~~  
19          ~~an employee tests positive within eighteen (18) months of completing the two (2)~~  
20          ~~year random follow up testing for a prior positive drug test, the employee will be~~  
21          ~~considered to have failed a second test, and will be subject to disciplinary action in~~  
22          ~~accordance with this policy. The County will transport the employee to the testing~~  
23          ~~facility. Follow up testing will be conducted in conjunction with either the~~  
24          ~~beginning or end of the employee's shift.~~

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

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

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

9 ~~(3) — Reasonable Suspicion — Same as for other employees.~~

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

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

24 ~~(1) — the employee undergoes an evaluation, and where necessary,~~  
25 ~~treatment; and~~

26 ~~(2) — a Substance Abuse Professional (SAP) determines that the employee~~  
27 ~~has successfully complied with any recommended treatment; and~~

1                   ~~(3) — the employee’s blood alcohol content is less than .02% on a return-~~  
2                   ~~to duty test.~~

3                   ~~(6) — Follow up — Same as for other employees except that at least six (6) tests~~  
4                   ~~will be conducted in the first twelve (12) months after an employee returns~~  
5                   ~~to duty.~~

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

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

10                  ~~(a) — The County may test for any or all of the following:~~

11                   ~~Alcohol~~

12                   ~~Amphetamines~~

13                   ~~Cannabinoids~~

14                   ~~Cocaine~~

15                   ~~Phencyclidine~~

16                   ~~Methaqualone~~

17                   ~~Opiates~~

18                   ~~Barbiturates~~

19                   ~~Benzodiazepines~~

20                   ~~Methadone~~

21                   ~~Propoxyphene~~

22                  ~~(b) — Initial Test — The initial screen for all drugs shall use an immunoassay except that~~  
23                  ~~the initial test for alcohol shall be enzyme oxidation methodology. The following~~  
24                  ~~cutoff levels shall be used when first screening specimens to determine whether~~

1 they are positive or negative for these drugs or metabolites. All levels equal to or  
2 exceeding the following shall be reported as positive:

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

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

5 Amphetamines 1000 ng/ml

6 Cannabinoids 50 ng/ml

7 Cocaine 300 ng/ml

8 Phencyclidine 25 ng/ml

9 Methaqualone 300 ng/ml

10 Opiates 300 ng/ml

11 Barbiturates 300 ng/ml

12 Benzodiazepines 300 ng/ml

13 Methadone 300 ng/ml

14 Propoxyphene 300 ng/ml

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

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

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

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

2 ~~Amphetamines 500 ng/ml~~

3 ~~Cannabinoids 15 ng/ml~~

4 ~~Cocaine 150 ng/ml~~

5 ~~Phencyclidine 25 ng/ml~~

6 ~~Methaqualone 150 ng/ml~~

7 ~~Opiates 300 ng/ml~~

8 ~~Barbiturates 150 ng/ml~~

9 ~~Benzodiazepines 150 ng/ml~~

10 ~~Methadone 150 ng/ml~~

11 ~~Propoxyphene 150 ng/ml~~

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

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

23 ~~(e) Within five (5) working days after receipt of a positive confirmed test result from~~  
24 ~~the MRO, the County shall inform the employee in writing of such positive test~~  
25 ~~results, the consequences of such result, and the options available to the employee.~~  
26 ~~Notification shall be mailed certified or hand delivered. Absent extenuating~~

1           circumstances, mailed notification shall be deemed received by the employee when  
2           signed for, or seven (7) calendar days after delivery, whichever occurs first. A copy  
3           of the test results will be provided to the employee with this notification.

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

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

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

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

26          Rehabilitation is the responsibility of the employee. Any employee seeking medical  
27          attention for alcohol misuse or drug abuse will be entitled to benefits only to the extent specified  
28          under the County's group health insurance program EAP. Employees required to be absent from  
29          the workplace while in treatment may request a medical leave of absence in accordance with

1 ~~Section VIII. An employee shall be permitted to utilize all available accumulated paid leave before~~  
2 ~~being placed in a leave without pay status.~~

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

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

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

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

19 ~~(1) — They contact EAP or other rehabilitation resource and strictly adhere to all terms~~  
20 ~~of treatment and counseling prescribed; and~~

21 ~~(2) — They immediately cease any and all abuse of alcohol or drugs; and~~

22 ~~(3) — They consent in writing to periodic unannounced testing in accordance with Section~~  
23 ~~4(e) of this Article for a period of up to two (2) years after returning to work or~~  
24 ~~completion of any rehabilitation program, whichever is later. If the employee~~  
25 ~~separates employment prior to completing the mandatory two (2) year random~~  
26 ~~follow up testing, they will be required to complete that testing if re-hired by the~~  
27 ~~County.~~

28 ~~(4) — They pass all drug tests administered under this program.~~

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

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

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

12

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

4  
5           ~~I hereby acknowledge that I have received a copy of Alachua County Board of County~~  
6 ~~Commissioner's Drug Free Workplace and Drug Testing Program packet and/or a copy of the~~  
7 ~~union article.~~

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

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

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

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

1 \_\_\_\_\_

2 ~~Employee or Final Candidate Signature~~ \_\_\_\_\_ ~~Employee Name Printed~~

3 \_\_\_\_\_

4 ~~Date of Birth~~ \_\_\_\_\_ ~~Date/Time Signed~~

5 \_\_\_\_\_

6 ~~Department~~ \_\_\_\_\_ ~~Position~~

7 \_\_\_\_\_

8 ~~Witness~~

9

10 ~~For Final Candidates Only:~~

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

12 ~~\_\_\_\_\_, located at \_\_\_\_\_, Gainesville,~~

13 ~~Florida, on \_\_\_\_\_ at \_\_\_\_\_.~~

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ARTICLE 20

Term

This Agreement shall remain in effect until midnight, September 30, ~~2027~~2025 and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) calendar days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight. WHEREUPON the parties have set their hands and seals as of this \_\_\_\_\_ day of ~~December~~\_\_\_\_\_, 202~~5~~3.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #3852

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Michele Lieberman, Esq.  
County Manager

~~Ryan Lowery~~Robert Smith  
Local #3852/IAFF Management

BY: \_\_\_\_\_

Heather Akpan  
Human Resources Director

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[~~\_\_\_\_\_~~]Anna Prizzia, Chair  
II, Esq.  
Alachua County Commission

Jesse K. Irby  
Clerk of Court