

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852/MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2025-September 30, 2027

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Addendum I STEP PLAN

AGREEMENT

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This AGREEMENT is collectively made and entered into as of December 9, 2025, and will become effective on October 1, 2025, 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.

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

1 ARTICLE 2

2 Management Rights

3 Section 2-1.

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

7 These rights include, but are not limited to, the right to plan, direct, and control operations;
8 to assign work and schedule the working hours; to determine the extent to which County services
9 will be performed by County employees or by contract providers, provided that the Union shall be
10 notified and allowed an opportunity for discussion and consultation prior to any sub-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
4 Statute, 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.

1 ARTICLE 4

2 No Strikes

3 Section 4-1. The parties hereby recognize the provisions of Chapter 447 of the
4 Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike
5 and incorporate those statutory provisions herein by reference. The parties further agree that the
6 County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in
7 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
20 being paid as a County employee shall be reimbursed to the County as a condition of approval for
21 any civil leave request.

1 ARTICLE 6

2 Checkoff of Dues

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

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

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

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

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

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 forty-eight (48) hours shall accrue sick leave at the rate of four-point
12 eight (4.8) hours per bi-weekly pay period, provided the employee has been paid for at least three-
13 fourths (3/4) of the work shifts in that pay period. At the end of each fiscal year, an employee
14 shall have the option of converting up to ten (10) days of sick leave to annual leave on a two (2)
15 for one (1) basis. The conversion of sick leave will be approved only if the employee has a
16 remaining balance of sick leave of at least one hundred twenty (120) hours, for forty-eight (48)
17 hour employees and sixty (60) hours for forty (40) hour per week employees, after the conversion.
18 All requests to convert sick leave must be received by Finance & Accounting prior to October 31.
19 Upon separation from employment after ten (10) years' service, an employee will be entitled to be
20 paid for 50% of their accrued sick leave at the current rate of pay. Employees hired on or after
21 April 1, 2011, upon separation from employment after ten (10) years of service will be entitled to
22 up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to
23 work a forty (40) hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual)
24 for employees regularly scheduled to work an average forty-eight (48) hour work week.
25 Employees will be permitted to accrue sick leave beyond the sick leave accrual cap, but will be
26 limited to the aforementioned cap for payout purposes.

27 Section 8-2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time
28 of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be
29 utilized for employee sickness, sickness in the employee's immediate family residing with their
30 (except in the case of children, step-children, parents, step-parents, and current parents-in-law, in

1 which case there will be no residency requirement), necessary doctor's appointments, injury,
2 disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be
3 required to supply proof of sickness, injury or disability on the medical provider's letterhead that
4 specifies the date/dates the employee is unable to work and provides the expected return to work
5 date. If a second medical opinion is required for any reason by the County, the employee will be
6 sent to a physician of the County's choosing for such purpose, and the County will pay the expenses
7 thereof. Utilization of sick leave will be implemented according to the following definitions:

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

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

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

26 Section 8-4. Military Leave-Reserve or Guard Training. Military leave for reserve or guard
27 training shall be granted for purposes of attending military training in accordance with
28 Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National Guard
29 shall be granted military leave for training purposes with full pay up to a maximum of 240 hours
30 during any one annual period and without loss of benefits. Such military leave shall not exceed

1 that allowable by Florida law. A request for military leave for reserve or guard training shall be
2 submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper
3 documentation as soon as possible.

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

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

1 education, military service, or extenuating personal reasons. Leave requests under this section
2 shall not be arbitrarily or capriciously denied.

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

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

22 Section 8-8. Union Time Pool Leave. A time pool will be established under the provisions
23 of Section 7 of this Article. Union time pool leave shall be limited to conventions, grievance
24 hearings, contract negotiations, officers to attend regular monthly business meeting, and other
25 Union business mutually agreed upon by the County and the Union. This time may be used by any
26 Union member with approval from the Union President or Vice President. Requests shall be made
27 to the Department no later than the previous shift and no more than two (2) Union members
28 (inclusive of both IAFF Units) shall be off at any given time. These members shall not be counted
29 in the total numbers of employees permitted to take annual leave under Article 9, Section 3.

1 Provided that approvals of such leave shall be at the discretion of the Chief or their designee. All
2 unused hours shall be carried over to the following calendar year.

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

13 Section 8-10. Bereavement Leave. An employee who has a death in their immediate
14 family will be granted a bereavement leave up to forty (40) consecutive normally scheduled work-
15 hours for forty (40) hour work week employees or two (2) consecutive shifts, normally scheduled
16 work hours for twenty-four hour division employees. Bereavement leave will not be charged to
17 accrued annual or sick leave. Bereavement leave must be taken at the time of death. At the time
18 of death is defined as within 45 days after the death of an immediate family member. Immediate
19 family is described as father, mother, step-parents, spouse, children, step-children, current father-
20 in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-
21 in-law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law,
22 grandchildren, and legal guardian, and certified domestic partner. Documentation of the death
23 shall be required as a condition for approval of bereavement leave. Examples of appropriate
24 documentation include, but are not limited to, an obituary, funeral notice, link to online
25 notification, etc. The Administrating Official may approve a longer period of bereavement leave
26 for extenuating circumstances.

27 Section 8-11. Time Off For Voting. On Election Day, employees who are registered to
28 vote will be allowed time off with pay to vote if their scheduled hours of work do not allow
29 sufficient time to vote. Any such employees must advise their immediate supervisor of a potential

1 time conflict at least forty-eight (48) hours prior to Election Day. In the event such notice is not
2 practicable, the supervisor will make every effort to accommodate the employee.

3 Section 8-12. Parental Leave. Bargaining unit members shall be eligible for up to six
4 weeks of paid parental leave in accordance with the County's Parental Leave Procedure.:

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

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 work
2 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 Chiefs may be off on bidded annual leave on the same day, contingent on coverage by
12 another Battalion Chief. Requests will not be arbitrarily and capriciously denied. No employee
13 will be allowed to bid annual leave in excess of the amount they have accrued, or will accrue,
14 during the next calendar year, including the amount of sick leave that the employee may be eligible
15 to convert in October of that year. Management unit employees assigned to a 40-hour work week
16 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 week.

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

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

8 For employees assigned to a forty (40) hour work schedule, annual leave to the extent
9 feasible may be taken in increments of fifteen (15) minutes with subsequent increments of fifteen
10 (15) minutes. For forty (40) hour employees, annual leave time may be used for unscheduled or
11 scheduled purposes upon approval by their supervisor and with as much notice as possible.
12 However, at the time an employee decides to separate from employment with the County, the
13 employee shall take no more than eighty (80) hours of annual leave to not extend the date of
14 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 19th)

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

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

7 For a forty (40) hour employee, if the holiday falls (or is observed on a regularly scheduled
8 day off), they will be paid equal to one normal work shift not to exceed ten hours. Employees hired
9 on or after April 1, 2011 shall not be eligible to receive Holiday Pay as described in this section
10 (10.3) for holidays that occur on a day which is their regularly scheduled day off.

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

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
4 hundred twenty (120) calendar days from the date of the letter sent by the County acknowledging
5 the 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
16 resolved 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
27 instrument do not accurately reflect the duties assigned to their position, they may request a copy
28 of the performance review form and reexamination of the performance review instrument by the

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

1 ARTICLE 12

2 Hours of Work

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

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

9 Management unit employees may prevent mandatory overtime assignments in the
10 Lieutenant position, Lead Worker position, EMS Attendant and/or special event positions as long
11 as the employee has previously held the position or successfully completed the out of class course.

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

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

- 22 (a) No employee shall be permitted to have another employee substitute for them in
23 excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).
- 24 (b) Trade-time will be approved only for permanent, full-time employees of the
25 Fire/Rescue Department.
- 26 (c) The County shall compensate the employee regularly scheduled to work in the
27 amount they would have earned had they worked, and in no manner be liable for
28 any wages for the hours worked by the substitute employee (i.e. out of class will be
29 paid the employee normally assigned).

- 1 (d) Trade-time request forms will be signed by both parties of the trade and submitted
2 to the appropriate Battalion Chief in charge of scheduling, and time prior to the
3 effective time of the trade.
- 4 (e) Traded time will be repaid within twelve (12) months.
- 5 (f) An employee substituting for another employee shall not be eligible to use annual
6 leave.
- 7 (g) An employee substituting for another employee shall be eligible to use earned sick
8 leave. Such sick leave usage shall be assessed as a correction to payroll at the end
9 of the pay period in which it occurred.
- 10 (h) An employee who fails to report to duty on an approved trade-time shall be assessed
11 the hours from their annual hours as a correction to payroll at the end of the pay
12 period in which it occurred, and the employee will receive Group I disciplinary
13 action for the first offense and loss of Trade-Time privileges for a period of one (1)
14 year from the date of the infraction. Additionally, the employees shall be obligated
15 to pay back all time owed another employee through approved trade time.

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

21 Section 12-6. Kelly Day. Employees in the Battalion Chief classification who
22 are certified firefighters shall work an average work week of forty-eight (48) hours (“forty-eight
23 hour employees” or “48 hour” employees), with twenty-four (24) hours on duty and forty-eight
24 (48) hours off duty, with an additional shift off (a “Kelly Day”) every seventh shift.

25 Section 12-7. Kelly Day Selection. Kelly Days will be selected before the selection of annual
26 bid leave. For all employees, the selection of Kelly Days shall be determined by shift, based on
27 seniority as defined in Article 7 of the current Collective Bargaining Agreement. The following

1 method will be utilized in the Kelly Day selections process. Only one Battalion Chief will be
2 allowed off on Kelly Day per shift.

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

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

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

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
25 may 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. Effective the first full pay period following ratification

4 of this Agreement, bargaining unit members in the Battalion Chief and Captain classifications shall
5 be placed in the next step on the Step Plan as described in Addendum I retroactive to the first full
6 pay period of October 2025. This retroactive payment will be paid to the eligible employees in a
7 future paycheck within a reasonable time of ratification. Employees who promote either into this
8 bargaining unit, or promote within the bargaining unit after the implementation of the Step Plan
9 will be placed in step one of the Step Plan for their new classification regardless of their salary at
10 the time of promotion. For employees whose annual salary exceeds the top range of the Step Plan,
11 either at the implementation of the Step Plan, or in subsequent years, shall receive a longevity
12 payment in lieu of placement or progression on the Step Plan (the “Longevity Payment”) as shown
13 on Addendum I. This Longevity Payment shall be paid in three lump sum payments on the
14 following schedule: First full pay period in October; first full pay period in April; and first pay
15 period in September. As of the date of ratification, there are no current bargaining unit members
16 who will receive Longevity Pay during the first year of this Agreement. For year two of this
17 Agreement, any bargaining unit member who will remain at Step 10, shall receive the increase in
18 pay as described in Addendum I, and a reduced Longevity Payment in the amount of \$774, and
19 shall not receive the Longevity Payment shown in Addendum I. Any bargaining unit member
20 receiving this amount, shall still receive the payment in lump sum payments. The Step Plan
21 compensation is contingent upon budgetary restrictions and may be terminated by the Board of
22 County Commissioners through the budget process.

1 Section 14.2 Step Plan Structure. Employees in this bargaining unit shall not be eligible for
2 additional wages or compensation not in this Agreement, including costs of living, across the board
3 increases, merit, or any other adjustments, etc. provided to other bargaining units or non-
4 bargaining employees without further negotiations and ratification by both parties. Section
5 14-3 Pay During Emergency Declaration & Office Closure: During a declared emergency or
6 office closure, forty (40) hour bargaining unit employees shall be eligible for compensation in
7 accordance with the County's established procedure as may be amended from time to time
8 applicable during a Governor's or Local State of Emergency and/or a Declared Office Closure,
9 provided that the work performed is not part of the employee's regular job duties.

10 Section 14.4. Incentive Pay. Members of the bargaining unit who have certain specific
11 certifications or met certain educational milestones, shall receive incentive pay in addition to their
12 base salary hourly rate.. Members will receive incentive pay the first full pay period following
13 verification of the applicable certifications or educational milestones. All incentive pay will be
14 calculated into the hourly rate of the member for all hours of work, including any additional hours.

- 15 • Tech Rescue Operations Training Certificate-\$0.06
- 16 • Tech Rescue Technician Training Certificate (not cumulative with Operations
17 Training Certificate-\$0.12
- 18 • Bilingual with proof of fluency in second language-\$0.08
- 19 • A.A. or A.S. until required at level or classification-\$0.09
- 20 • B.A. or B.S. in related field until required by level or classification (not cumulative
21 with A.A./A.S.)-\$0.18

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

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

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

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

21 .

1 ARTICLE 15

2 Insurance

3 Section 15-1. Group Health Insurance Benefits, Dental Insurance, and Premium

4 Cost. If there are to be any changes in premiums or benefit levels, the County will notify the
5 Union. During the term of this Agreement, the County agrees that the bargaining unit shall receive
6 equivalent health and dental insurance benefits as all non-bargaining employees receive.

1 ARTICLE 16

2 Union Membership

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

17 Section 17-4. Conditions of Approval or Payment

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

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

11 Section 17-5. Application Procedure.

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

26 Section 17-6. Method of Payment. It shall be the responsibility of the employee to obtain
27 a certificate or proof of grade from the institution indicating the course grades. These grades shall
28 be presented, with the original application form, to the Department Director. The Department

1 Director will indicate approval or disapproval and then forward all material to the Human
2 Resources Office. If conditions for reimbursement have been met, the Human Resources Office
3 shall authorize a reimbursement payment to the employee.

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

10 Section 17-8. Classes on County Time.

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

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

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

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

19 1. Leave without pay;

20 2. Annual leave;

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

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

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

27 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
4 negotiations which led to this Agreement, to bargain over any and all subjects not removed by law
5 from the scope of bargaining. This Agreement constitutes the complete and entire understanding
6 of both parties concerning all matters which were subject to negotiations, and also concerning
7 those matters which were not discussed in negotiations, it being understood that the Union has
8 achieved only those benefits which are expressly set forth in this Agreement. During the term of
9 this Agreement, the Union waives any right to further bargaining concerning any matter over
10 which it might have the right to bargain with the County, except with regard to any changes which
11 the 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

1 may be terminated or disciplined. The County does not permit use of marijuana
2 acquired through a medical marijuana certificate as allowed in Section 381.986(15.a.)
3 Florida Statutes. Medical marijuana use will be treated as an illicit substance and is
4 subject to this policy. Over the-counter THC products and CBD products are not
5 regulated and may contain enough THC to result in positive drug tests.

6 **2. Definition.** As used herein, "drug abuse" includes the use of illicit substances or misuse of
7 controlled substances, alcohol, or other psychoactive drugs. This includes the use of
8 marijuana acquired with a marijuana identification card and CBD products that
9 contain enough THC to elicit a positive drug test.

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

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

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

17 **4. Prohibited Behavior.**

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

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

23 **5. Suspected Drugs on County Property.** Supervisors will notify their Department Director
24 of suspected illegal drugs on County property. The Director will contact Risk
25 Management and local law enforcement officials to investigate any suspected illegal
26 drugs.

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

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

9 Use of the EAP or other rehabilitation resources will not prevent the
10 County from taking appropriate corrective action for violations of other
11 County policies.

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

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

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

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

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

- 1 iv. They pass all drug tests administered under this program; and
- 2 v. They execute and abide by an agreement describing the above
- 3 stated conditions.

4 d. Failure to meet any of the above conditions, or the occurrence of a

5 follow-up confirmed positive drug test will result in immediate

6 dismissal from employment.

7 Employees terminated are not eligible for hire or rehire by the

8 Board for 180 days.

9

10 7. **Confidentiality.** The provisions of Section 440.102(8), Florida Statutes, shall govern the

11 release of any information, interviews, reports, statements, memoranda and drug

12 and/or alcohol testing results received by the County through this Drug Free

13 Workplace and Drug Testing program.

14 8. **Employees Working Under Federal Grants.** Employees working under Federal grants

15 must notify management, as a condition of employment, in writing, within five calendar

16 days, if they are convicted of violating a criminal drug statute. Employees who are convicted

17 of violating a criminal drug statute will be subject to corrective action up to and including

18 termination, or will be required to satisfactorily participate in a federal, state, local or law

19 enforcement approved drug abuse assistance or rehabilitation program. The County will

20 notify the Federal agency in writing, within 10 calendar days, if any employee working

21 under a Federal Grant is convicted of violating a criminal drug statute.

22 9. **Rehabilitation.** Any employee who feels an addiction to, dependence upon, or has

23 developed a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance.

- 24 a. Responsibility. Rehabilitation is the responsibility of the employee.
- 25 b. Employees may seek such assistance through the County-sponsored Employee
- 26 Assistance Program (EAP) or other community resources.
- 27 c. Health Benefits. Any employee seeking medical attention for alcohol misuse or

1 drug abuse will be entitled to benefits only to the extent specified under the
2 County's group health insurance program and EAP.

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

6 An employee shall be permitted to utilize all available
7 accumulated paid leave before being placed in a leave without pay
8 status.

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

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

15 II. Drug Testing Procedures

- 16 1. **Reasons for Testing under Florida's Drug Free Workplace.** The County will require
17 drug testing for the following reasons:

- 18 a. **Job Candidate.** Job Candidates accepting or employees otherwise transferring to
19 another position shall submit to drug testing within 48 hours of being notified by
20 Human Resources under the County's Drug Free Workplace Policies that fall under
21 the mandatory testing positions as defined by the following criteria:
- 22 i. that carry a firearm as a requirement of the job or work closely with an
23 employee who carries a firearm,
 - 24 ii. that perform life-threatening work,
 - 25 iii. that work with heavy or dangerous machinery,
 - 26 iv. that work as a safety inspector,
 - 27 v. that regularly (15 hours a week) work with children,
 - 28 vi. that work with detainees in the correctional system,
 - 29 vii. that regularly work with confidential information or documents pertaining to
30 criminal investigations,
 - 31 viii. that work with controlled substances,

- ix. that have a job assignment in which a momentary lapse in attention could result in serious injury or death to another person (this does not include general operation of county vehicles), or
- x. that are assigned to a special risk position under the Florida Retirement System.

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

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

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

1 including naming designees to facilitate documenting the observed facts and
2 transmitting the request for testing through channels promptly, from normal
3 worksites and field locations.

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

8 v. Facts and inferences may be based upon:

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

23 vi. Testing on Reasonable Suspicion.

- 24 1. The original documentation shall be kept confidential by the County
25 pursuant to this policy and shall be retained for at least one year.
- 26 2. A copy of this documentation shall be given to the employee upon
27 written request.
- 28 3. The employee's supervisor, or another supervisor will drive the
29 employee to the testing facility without any additional stops or
30 interactions with other persons.

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

1 there is probable cause could be tested regardless of seeking medical care under
2 Workers' Compensation. Employees using personal vehicles for County business or
3 County owned or rented vehicles and/or equipment may be tested for drugs and
4 alcohol as follows:

5 i. Any employee who caused or contributed to an accident when anyone requires
6 professional medical attention as a result of that accident, or any employee
7 operating a motor vehicle or motorized equipment who has an accident
8 resulting in property damage, will be tested for drugs and alcohol immediately
9 following the accident in accordance with Policies established by Risk
10 Management. An employee is not considered to have caused or contributed to
11 an accident unless the employee actually affects the situation by their action
12 or failure to act reasonably as required by the situation.

13 1. A supervisor must escort the employee directly to the testing facility
14 without any additional stops or interactions with other persons.

15 2. If an employee has a positive post-accident drug or alcohol test, they
16 will be removed from operating County vehicles or equipment until
17 such time that a Medical Review officer (MRO) provides a negative
18 drug or alcohol test.

19 ii. The County's DER (Designated Employer Representative) or Risk Manager
20 has the authorization to remove or return employees to safety sensitive duties.

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

26 f. **Follow-up Drug Testing Program.** If an employee in the course of employment has
27 a MRO confirmed positive drug or alcohol test and enters into a one-time Drug-free
28 Workplace Violation Agreement will be required to submit to an observed drug

1 and/or alcohol test on no less than a quarterly basis, for two years thereafter. The
2 testing will be unannounced and random within each quarter.

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

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

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

13 2. Positive Drug and/or Alcohol Tests.

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

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

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

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

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

12
13 **4. Initial Test.**

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

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

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

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

- 36 a. Narcotics. A gas chromatography/mass spectrometry (GC/MS) test, or an equivalent
37 or more accurate scientifically accepted method approved by the State or Federal

- 1 government will be used for the confirmation test.
- 2 b. Alcohol. The confirmation test for alcohol will be gas chromatography.
- 3 c. All confirmations shall be done by quantitative analysis.
- 4 d. When confirming initial results, all levels equal to or exceeding the following shall be
- 5 reported as positive:
- 6 i. Alcohol (CDL holders only) -- 0.02g% (by breath alcohol testing)
 - 7 ii. Alcohol (all other testing) -- 0.04g% (by blood or breathe)
 - 8 iii. Amphetamines -- 500 ng/ml
 - 9 iv. Cannabinoids -- 15 ng/ml
 - 10 v. Cocaine -- 150 ng/ml
 - 11 vi. Phencyclidine -- 25 ng/ml
 - 12 vii. Methaqualone -- 150 ng/ml
 - 13 viii. Codeine - 2,000 ng/ml
 - 14 ix. Morphine - 2,000 ng/ml
 - 15 x. 6-Acetylmorphie - 10 ng
 - 16 xi. Barbiturates -- 150 ng/ml
 - 17 xii. Benzodiazepines -- 150 ng/ml
 - 18 xiii. Methadone -- 150 ng/ml
 - 19 xiv. Propoxyphene -- 150 ng/ml

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

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

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

- 24 a. These results shall be reported within seven business days after receipt of the
25 specimen by the laboratory.
- 26 b. The laboratory shall transmit results to the MRO in a manner designed to ensure
27 confidentiality of the information.
- 28 c. The MRO is required to contact the employee or candidate if the test is positive.
29 Legal use of a prescription or non-prescription medication as determined by the MRO
30 will be reported as a negative to the employer. Employees and candidates are
31 required to return all phones calls from the MRO within 48 hours. Failure to return
32 the MRO calls the positive test results stand.
- 33 d. The MRO has 10 business days to report a final report to the County.

- 1 e. Records Retention. The laboratory, for a minimum of two years, shall retain all
- 2 records pertaining to a given specimen, unless the County or the employee requests
- 3 the records to be retained for a longer period of time.
- 4 f. Notification of Results. Within five working days after receipt of a confirmed positive
- 5 test result from the MRO, the County shall inform the employee in writing of such
- 6 positive test result, the consequences of such result, and the options available to the
- 7 employee.
- 8 g. Notification shall be mailed via certified mail or hand-delivered.
- 9 h. Absent extenuating circumstances, mailed notification shall be deemed received by
- 10 the employee when signed for, or seven calendar days after delivery, whichever
- 11 occurs first.
- 12 i. A copy of the test results will be provided to the employee with this notification.
- 13

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

15 pursuant to Statute.

- 16 a. Within five business days after receiving notice of a confirmed positive test result
- 17 from the County, the employee may submit information to Risk Management
- 18 explaining or contesting the test results and why the results do not constitute a
- 19 violation of this program.
- 20 b. When an employee initiates the appeal process, it shall be the employee's
- 21 responsibility to notify Risk Management and the laboratory in writing that such an
- 22 appeal has been filed, reference the chain of custody specimen identification number,
- 23 and request that the laboratory retain the sample until final disposition of the appeal.
- 24 c. The employee will be notified in writing if the explanation or challenge is
- 25 unsatisfactory to the County.
- 26 d. This notice will be hand-delivered or delivered via certified mail within 15 days of
- 27 receipt of the employee's explanation or challenge and will state why the employee's
- 28 explanation is unsatisfactory.
- 29 e. All such documentation will be kept confidential and will be retained for at least one
- 30 year.
- 31 f. It is the responsibility of the employee or applicant to notify the laboratory of any

1 Administrative or Civil actions brought forward in accordance with Section 440.102
2 F.S.

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

6 a. The retesting must be done at a State licensed or National Institute of Drug Abuse
7 (NIDA) approved laboratory other than the original testing facility, and must be
8 tested at equal or greater sensitivity for the drug in question as the first.

9 b. The employee may also appeal employment decisions made pursuant to this policy in
10 accordance with the Disciplinary Policy.

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

- 14 a. Ibuprofen (Motrin, Advil)
- 15 b. Diphenhydramine (Benadryl)
- 16 c. Dextromethorphan (Robitussin, Delsym)
- 17 d. Doxylamine (Unisom)
- 18 e. Pseudoephedrine (Sudafed)

19 10. Contact Information

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

22 b. EAP Program- UFHealth/Ulliance - (800) 448-8326
23
24
25
26

ARTICLE 20

Term

This Agreement shall remain in effect until midnight, September 30, 2027, and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) 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 9th day of December 2025.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #3852

BY: _____

BY: _____

Michele Lieberman, Esq.
County Manager

Ryan Lowery
Local #3852/IAFF Management

BY: _____

Heather Akpan
Assistant County Manager for Justice & Workforce Strategies/Chief Transformation Officer/
Interim Human Resources Director

BY: _____

BY: _____

Ken Cornell, Chair
Alachua County Commission

J. K. "Jess" Irby, Esq.
Clerk of Court