

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

**and**

**NORTHEAST PUBLIC EMPLOYEES' LOCAL 630**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**October 1, 2016– September 30, 2020**

Amended October 1, 2018

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This AGREEMENT will become effective on October 1, 2016, by and between ALACHUA COUNTY and the NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, the certified bargaining agent in Public Employees Relations Commission Order No. 98E-202, (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 Union.

ARTICLE 1

Recognition

Section 1-1. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit No.306, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the Business Manager of Local #630 or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union.

1 ARTICLE 2

2 Management Rights

3 Section 2-1. Except as expressly limited by other Articles of this Agreement, the County  
4 shall have the exclusive right to manage the facilities, services, and business of the County, and  
5 direct the working forces the same as it had prior to the execution of this Agreement.

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

18

1 ARTICLE 3

2 Non-Discrimination

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

5 "It is against the public policy of this state for the  
6 governing body of any county or municipal agency, board,  
7 commission, department, or office, solely because of the  
8 race, color, national origin, sex, handicap, or religious creed  
9 of any individual, to refuse to hire or employ, to bar, or to  
10 discharge from employment such individuals or to otherwise  
11 discriminate against such individuals with respect to  
12 compensation, hire, tenure, terms, conditions, or privileges  
13 of employment, if the individual is the most competent and  
14 able to perform the services required."  
15

16 Any claim or charge of discrimination may be processed through the grievance procedure  
17 provided for in this Agreement but shall not be brought to arbitration unless the grievant(s) signs  
18 a statement electing to have the matter brought to arbitration exclusively and waiving any right  
19 thereafter to file charges with any state or federal board, commission, agency, or court concerning  
20 the same matter.  
21



ARTICLE 4

No Strikes

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

1 ARTICLE 5

2 Union Stewards and Union Representation

3 Section 5-1. The County recognizes and shall deal with all the accredited union stewards, the  
4 union business manager, and any other officer or union steward identified in the list provided to  
5 the County pursuant to Article 1 of this agreement in all matters relating to grievances and  
6 interpretation of the agreement.

7 Section 5-2. Employees covered by this agreement will be represented by Stewards so  
8 designated by the Union in the following locations:

9 Animal Services, Public Works, Facilities Management, and Court Services.

10 All other locations in the County by which bargaining unit employees' report to work, will be  
11 covered by a Union Steward from a location identified in this list.

12 Section 5-3. The County and the Union recognize the need for expansion within Alachua  
13 County. When additional permanent work locations are created, the County and the Union will  
14 meet, at the request of either party, for the purpose of mutually determining the stewardship needs  
15 to the Union. A written list of the union stewards, and alternates, shall be furnished to the County  
16 prior to the effective date of their assuming duties of office. The union shall notify the County  
17 promptly of any changes of such union stewards. No union steward will perform any grievance  
18 work unless the above has been complied with. The alternate steward shall only perform as a  
19 steward in the event of the physical absence of the regular steward.

20 Section 5-4. Officials of the Union, and any other officer or union steward identified in the  
21 list provided to the County pursuant to Article 1 of this agreement, as designated, may, with proper  
22 authorization, which will not be unduly withheld, be admitted to the property of the County.  
23 Officials, as designated above, shall be able to talk with employees before or after regular working  
24 hours or during lunch hours of said employees on County's property in areas mutually agreed on

1 by the Union and the County.

2 Section 5-5. Arrangements will be made for officers or accredited representatives of the Union  
3 to be admitted to the property of the County during working hours for the purpose of ascertaining  
4 whether or not this agreement (contract) is being observed by the parties provided such visitation  
5 is not disruptive to the work force. When an area or building belonging to the County is not  
6 normally open for visitation, then the County shall provide a responsible escort to that union officer  
7 or accredited representative provided this service is arranged for in advance.

8 Section 5-6. All personnel and departmental files of an employee shall be open for review by  
9 the appropriate union steward in the review of any grievance. Every attempt will be made by the  
10 Human Resources Department to coordinate review of the personnel file in the presence of the  
11 employee. However, if the employee is not available to meet within a reasonable time, review of  
12 the file(s) will not be postponed or withheld from the union steward.

13

1 ARTICLE 6

2 Check-off of Dues

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

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

10 (b) the employee is terminated; or

11 (c) the employee is transferred out of the bargaining unit.

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

14 Section 6-2. Remission of Dues to Union. The amounts to be deducted as dues shall be  
15 certified to the County by the Financial Secretary of the Union. The County agrees to remit such  
16 dues deduction to the Financial Secretary on a monthly basis. The Union shall be provided with a  
17 monthly list of all additions or deletions of employees in the bargaining unit, the names of  
18 employees on whose behalf dues have been deducted and remission of the net amount of dues  
19 deducted.

20 Section 6-3. Indemnification. The Union shall indemnify, defend, or hold the County harmless  
21 against any and all claims, demands, suits, or other forms of liability that shall arise out of or on  
22 account of any payroll deduction of Union dues. The Union agrees that in case of error, proper  
23 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 his or her 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 six (6) months after which seniority shall date back to the date of hire. During such  
10 probationary period, a probationary employee shall not have seniority and may be laid off,  
11 discharged, or otherwise terminated by the County and such action shall not be subject to the  
12 grievance procedure of this agreement. If deemed necessary and approved by a department  
13 director, an employee's probationary period may be extended for a period not to exceed three (3)  
14 additional months. An employee and the Union will be notified in writing of the decision to extend  
15 the probationary period prior to the end of the original six (6) months. During such time, an  
16 employee will not be considered "permanent" or be eligible for any benefits afforded permanent  
17 employees.

18 All Employees in clerical positions (class code beginning with a six (6), e.g. 6000 series)  
19 covered by this agreement who are hired in a trainee status will be required to obtain the  
20 education/experience/credentials that will allow them to meet the advertised minimum  
21 qualifications of the position prior to beginning the initial probationary period.

22 Employees who receive a promotion, or who transfer to a different classification, shall be on  
23 probation in that classification for a period of three (3) months after which, if they are not retained,  
24 they shall be returned to their former classification if it exists and there is a vacancy available. The

1 position from which the employee has been promoted or transferred will not be permanently filled  
2 for three (3) months unless operational needs require that it be filled.

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

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

- 9 (a) ability and qualifications to perform the work, determined by written or work tests  
10 where possible (in which event the test will be monitored by someone from the Human  
11 Resources Office and the Union if so requested. The Union will be provided  
12 reasonable notice in advance of the occurrence of a performance based work test); and  
13 (b) performance reviews and disciplinary history over the previous three years; and  
14 (c) seniority.

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

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

20 Section 7-4. Job Posting. Notice of a position vacancy in any existing or newly created  
21 position which may be filled by an employee covered by this Agreement shall be posted for a  
22 period of one work week on appropriate bulletin boards.

23 The County may elect not to post a vacancy if there is a qualified County employee who  
24 requests a lateral transfer or voluntarily seeks a lower rated position, or who is being reduced or

1 disqualified from a higher rated position. The Union shall be notified in advance of a position  
2 being filled in this manner. Any employee of the County who is interested in filling the vacancy  
3 shall apply in writing to the Human Resources Director or designee.

4 If a subsequent vacancy in the same classification occurs during the posting period or interview  
5 stage of the first vacancy, a department may elect to fill the subsequent vacancy without posting  
6 the position again. The department may select from the same pool of applications received for the  
7 initial vacancy. If the selected applicant is separated from employment within 60 days of hire, the  
8 department director may select from the pool of applicants received for the initial vacancy.  
9 Temporary transfers or assignments may be made until the position is filled, as well as at other  
10 times. All employees are encouraged to seek promotions to non-bargaining unit positions;  
11 however, it is understood that this Agreement does not require that bargaining unit employees be  
12 chosen to fill a non-bargaining unit position. The County agrees to formally notify employees  
13 who are not selected for promotional opportunities. Such notification shall be in writing and shall  
14 identify an employee's opportunity for further discussion with the hiring supervisor(s) regarding  
15 the selection process.

16 Section 7-5. Layoff and Recall. In the event of a reduction in the work force, newly hired  
17 probationary employees in the classification and department affected shall be first laid off. If  
18 further reductions are necessary, non-probationary employees and employees who are on  
19 promotional or transfer probation in the affected classification shall be laid off from the  
20 classification and department affected. The order of such layoffs shall be based on seniority with  
21 the least senior employees in the classification and department laid off first, provided that factors  
22 (a) and (b) in Section 3 are relatively equal. In the event of the relative inequality of these factors,  
23 objectively determined as between employees in the same classification and department, the  
24 employee with the higher values of factors (a) and (b) shall be retained.

1 An employee who is reduced from a department shall have the right to exercise seniority to  
2 replace the most junior employee in the same classification, in all other departments, whose factor  
3 (a) and (b) values are equal to or less than those of the reduced employee, and who is junior to the  
4 reduced employee. An employee who is unable to replace another employee in the same  
5 classification shall have the right to exercise seniority to replace the most junior employee in any  
6 lower classification in any department; provided that the reduced employee meets the entry level  
7 qualifications of the lower classification, is fully qualified to perform the work of the lower  
8 classification (determined by written or work tests where possible), and has relatively equal or  
9 greater performance evaluation ratings and is senior to the replaced employee. In the event of a  
10 layoff, the County will notify the Business Manager of the Union prior to sending formal  
11 notification to the employees affected by the layoff.

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

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

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

- 23 (a) resigns;
- 24 (b) is discharged and not reinstated;



- 1 (c) is absent from work for three (3) consecutive work days without notification to the  
2 County; unless notification would have been impossible;
- 3 (d) is laid off and fails to return to work within seven (7) calendar days after having been  
4 recalled in writing by certified mail with return receipt requested, addressed to the last  
5 known address of record unless there is a reason, acceptable to the County, for such  
6 failure;
- 7 (e) is laid off or is absent from work in the case of sickness or illness or injury incurred  
8 on the job for twenty-four (24) consecutive months or one-half of the employee's  
9 seniority at the time of layoff, illness or injury, whichever is lesser;
- 10 (f) fails to report for work at the termination of a leave of absence or extension thereof;  
11 or
- 12 (g) 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 be  
14 retained during an approved leave of absence but shall accumulate further only during leave with  
15 pay and for sixty (60) days without pay, except for leave under Article 8, Section 7.

16

1 ARTICLE 8

2 Leaves of Absence

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

18 Employee hired on or after October 1, 2011, upon separation from employment after ten (10)  
19 years of service, will be entitled to up to a maximum payout of 500 hours (1,000 hour accrual) for  
20 employees regularly scheduled to work forty (40) hour work weeks. Employees will be permitted  
21 to accrue sick leave beyond the sick leave payout cap, but will be limited to payout of 500 hours  
22 (1,000 hour accrual).

23 Section 8-2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of  
24 its accrual and shall only be taken upon prior approval of the County. Sick leave may only be

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

- 9 (a) Sick leave instance: Any absence due to sickness, illness, or injury that is not work  
10 related, for any number of consecutive work days or parts thereof.
- 11 (b) Verified sick leave: Any sick leave instance verified by medical certification,  
12 including illness in the employee's immediate family.
- 13 (c) Unverified sick leave: Any sick leave instance for which no medical certification is  
14 provided.
- 15 (d) Abuse of sick leave:
- 16 1. Use of more than four (4) instances of unverified sick leave in a ninety (90) day  
17 period.
- 18 2. A pattern of unverified sick leave or use of unverified sick leave in combination  
19 with days off, holidays off, or other time off.
- 20 3. Any combination of 1 and 2 above.
- 21 (e) Critical attendance employee:
- 22 1. Any employee who abuses sick leave as defined by (d) 1, 2, or 3 above. Such  
23 employee will be placed on a critical list for three (3) months during which time  
24 medical certification will be required for approval of sick leave. After the three (3)

1 month period attendance will be reevaluated.

2 2. At the time of reevaluation, it will be determined whether unverified sick leave use  
3 has ceased and sick leave use has reached acceptable standards.

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

9 Section 8-4. Short- Term Military Leave. Short-Term military leave shall be granted for  
10 purposes of attending military training in accordance with Chapter 115, Florida Statutes. An  
11 employee in the United States Reserve Forces or National Guard shall be granted military leave  
12 for training purposes with full pay and without loss of benefits. Such military leave shall not  
13 exceed two hundred and forty (240) hours in a calendar year. A request for short-term military  
14 leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed  
15 by proper documentation as soon as possible.

16 Section 8-5. Long-Term Military Leave. Long-Term military leave shall be granted in  
17 accordance with Chapter 115, Florida Statutes and Chapter 250, Florida Statutes. An employee in  
18 the United States Reserve Forces or National Guard ordered to active military duty for purposes  
19 other than training shall be granted long-term military leave without loss of leave or seniority,  
20 under the following conditions: An employee ordered to active military duty during a declared war  
21 or time of war shall receive full pay and benefits for the first 30 days of the long-term military  
22 leave; and supplemental pay only beginning on the 31<sup>st</sup> day of the long-term military leave, not to  
23 exceed 180 calendar days of absence. Supplemental pay is an amount necessary to bring the  
24 employee's total salary, including the base military pay and the supplemental pay, to the level

1 earned from County employment at the time the absence for long-term military leave began. The  
2 County's contribution to health insurance will cease after the first 30 days. Leave will not be  
3 accrued after the first 30 days. The department director is responsible for submitting an Employee  
4 Action Form when the employee is entitled to supplemental pay under this policy. An employee  
5 in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida  
6 Statutes, shall receive full pay and benefits for up to 30 days at any one time. Following such an  
7 absence for state active duty, the employee must perform the employee's County work for at least  
8 one full shift before being eligible for another period of long-term military leave for state active  
9 duty. Long-term military leave for other purposes shall be without pay, unless an exception is  
10 granted by the Administrating Official for unusually compelling circumstances. An employee who  
11 is granted long-term military leave shall retain seniority rights. A request for long-term military  
12 leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by  
13 proper documentation, including military orders, as soon as possible.

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

22 Section 8-7. Union Leave of Absence. Members elected to Union positions or appointed by  
23 the Union to perform work which takes them from employment with the County shall, upon written  
24 request, receive leave of absence without pay for the term of office or up to a period not to exceed

1 one (1) year, whichever is greater, and said leave shall be renewable for an additional year period.  
2 Employees desiring leave under this Section shall notify the County two (2) weeks in advance of  
3 the date on which such leave is to become effective and shall specify the facts giving rise to the  
4 request. If it is impossible to give two (2) weeks notice, the County will waive the two (2) week  
5 requirement.

6 No more than two (2) employees in any department shall be off on leave under this Section at  
7 any one time unless mutually agreed upon by the parties. Union leave of absence shall be limited  
8 to: conventions, grievance hearings, contract negotiation, officers to attend regular monthly  
9 business meetings, and other Union business mutually agreed upon by the County and the Union.  
10 Seniority shall accumulate during such leave. Such leave of absence shall not be arbitrarily or  
11 capriciously denied.

12 Nothing herein shall preclude the use of accrued vacation time for union officials to conduct  
13 union business that ordinarily would be uncompensated time. Such accrued vacation leave may  
14 be used from a vacation pool comprised of vacation leave donated by current bargaining unit  
15 employees. It shall be the Union's responsibility to supply signed vacation leave requests from  
16 both the donating and receiving employees. Additionally, any such request for the use of vacation  
17 leave must be in accordance with Article 9 and any departmental work rules regarding the request  
18 for and use of vacation leave for the affected employees.

19 Section 8-8. Grievance Hearings. Employees who have filed a grievance will be authorized  
20 to attend hearings at all four steps with pay if the hearing is scheduled during the employee's  
21 normal working hours. The appropriate Union President or Shop Steward may attend with pay if  
22 the hearing is during their normal working hours and either the President or Shop Steward is  
23 representing the grievant. The Union must submit a list of employees to attend the hearing as  
24 direct witnesses. This list must be submitted simultaneously with the notice of appeal to the

1 County Manager's Office to allow for proper departmental notification of the employee's absence.  
2 The County Manager or his designee will review the list and authorize absence from work for the  
3 employees that the Manager determines should attend. Employees who wish to attend as observers  
4 may request vacation time in accordance with established procedures.

5 Section 8-9. Bereavement Leave. An employee who has a death in his immediate family will  
6 be granted a bereavement leave of up to one (1) work week and not to exceed 48 work hours.  
7 Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is  
8 described as father, mother, step-parents, spouse, children, step-children, current father-in-law,  
9 current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law  
10 and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren,  
11 and legal guardian, and certified domestic partner. The Administrating Official may approve a  
12 longer period of bereavement leave. Documentation may be required as a condition for approval  
13 of bereavement leave.

14 Section 8-10. Paid Personal Leave. Full-time, permanent employees hired prior to June 1 of  
15 the calendar year, whose sick leave, Family Medical Sick Leave (FMSL) and/or leave without pay  
16 hours for that calendar year do not exceed sixteen (16) hours for those employees working an eight  
17 (8) hour shift, twenty (20) hours for employees working a ten (10) hour shift, shall be credited with  
18 paid personal leave hours equal to one-half of the employee's regular work day. In the event an  
19 employee does not utilize any sick leave, FMSL, or leave without pay, such paid personal leave  
20 will be increased by one of the employee's regular full shifts, not to exceed ten (10) hours. Paid  
21 personal leave shall be taken at a time mutually convenient to the employee and the department,  
22 shall require prior supervisory approval, and within three-hundred sixty-five (365) days from the  
23 Annual Awards Ceremony date.

24 Section 8-11. Time Off For Voting. On Election Day, employees who are registered to vote

1 will be allowed time off with pay to vote if their scheduled hours of work do not allow sufficient  
2 time to vote. Any such employees must advise their immediate supervisor of a potential time  
3 conflict—at least forty-eight (48) hours prior to Election Day. In the event such notice is not  
4 practicable, the supervisor will make every effort to accommodate the employee.

5 Section 8-12. Deployment under Federal Request. Personnel deployed under Federal request  
6 will utilize approved leave during the time of deployment, which is defined as vacation leave,  
7 compensatory leave, floating holidays, leave of absences without pay for up to thirty (30) days  
8 and/or management reassignment approved by the Administrating Official. Personnel deployed  
9 at Federal request will be compensated by the requesting agency according to the Federal pay plan.

10 Section 8-13. Deployment under the Statewide Catastrophic Mutual Aid Agreement or  
11 Emergency Management Assistance Compact. When deployed, employees will be compensated  
12 for their regular scheduled shift(s) and additional actual hours worked on days they would  
13 normally have been off-duty. All payments shall be in accordance with the Board of County  
14 Commissioners' Employee Policies and Union contracts.

15 Section 8-14. County Sick Leave Bank. Employees may participate in the County Sick Leave  
16 Bank in accordance with County Policy and Procedure. If the County Policy or Procedure is  
17 modified, the County will provide the Union the modified version and the Union will have fourteen  
18 (14) calendar days to provide feedback to the County.

19 Section 8-15. Jury Duty. When an employee is required to serve on jury duty, the employee  
20 shall be relieved of responsibility for his or her regular work shift, and the County shall pay the  
21 employee the amount that would have been received had the employee worked his/her regular  
22 work shift. All employees who are required to serve on jury duty shall report to their supervisor  
23 or department head that they have been notified for that purpose within twenty-four (24) hours of  
24 receiving such notice when possible but in no event later than the beginning of the next work shift.



1 When an employee is finally released or is excused from jury duty, the employee shall, as soon as  
2 possible, notify his or her supervisor of his/her availability for work.

3 Section 8 -16. Witness Duty. Any employee, upon the request and for the benefit of the  
4 County, who attends any legal proceedings involving the County, or is subpoenaed to any court  
5 proceeding involving the County, shall be paid as if engaged in the employee's normal work. Any  
6 employee subpoenaed on his/her scheduled workday to any legal or court proceeding in which the  
7 employee is not personally or monetarily interested, shall be paid as if engaged in the employee's  
8 normal work. Time spent traveling to and from such proceeding and wait time related to the  
9 employee's testimony that occurs during the employee's regularly scheduled work hours, shall be  
10 considered as time worked.

11 Section 8 -17. Fees. Any fees received as a juror or witness while being paid as a County  
12 employee shall be reimbursed to the County as a condition of approval for any civil leave request.

13

1 ARTICLE 9

2 Vacations

3 Section 9-1. Paid Vacations. Employees who are on the payroll and filling permanent full-  
4 time positions shall receive paid vacation based upon their length of continuous service as follows:

5 BI-WEEKLY PAY PERIODS

<u>Length of Service</u>	40-Hour Work Week Bi-Weekly <u>Accrual</u>
9 Less than 1 year	3.24
10 1 year but less than 5	3.85
11 5 years but less than 10	4.62
12 10 years but less than 15	5.38
13 15 years but less than 20	6.92
14 20 years but less than 25 yrs	8.46
15 25+years	9.23

16 Section 9-2. Vacation Eligibility. Employees are not eligible to use or be paid for accrued  
17 annual leave until they have satisfactorily completed their initial probationary period with the  
18 Board of County Commissioners. Employees assigned to budgeted positions who are scheduled  
19 to work at least twenty (20) hours per week shall earn vacation hours on a pro-rated basis  
20 (percentage of a forty (40) hour week times the appropriate accrual rate), and shall accrue provided  
21 the employee is in active status for at least seventy-five percent (75%) of the pay period.

22 Section 9-3. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight  
23 time rate for the number of hours the employee would have worked during the week(s) he or she  
24 would have worked had vacation not been taken.

25 Section 9-4. Selection of Vacations. Where possible two (2) weeks advance notice should be

1 given prior to using vacation. Vacation time can be used for extra ordinary or unscheduled  
2 purposes upon approval of the supervisor and with as much notice as is practical. However,  
3 requests will not be unjustly denied and when possible employer will respond to vacation requests  
4 in writing within 1 week of the request being submitted. The number of employees permitted to  
5 take vacations at any one (1) time will be based upon operational considerations as determined by  
6 management. In the event employees are required to work, the most junior employees in the  
7 classification affected will have to work vacations or holidays.

8 Section 9-5. Utilization of Vacation. Employees assigned to a forty (40) hour work week shall  
9 be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed  
10 to carry two-hundred and eighty (280) hours of vacation over to the next calendar year. Employees  
11 who terminate shall be paid for any accrued vacation earned to the date of termination but not  
12 taken, up to a maximum of two-hundred and eighty (280) hours. Employees assigned to a forty  
13 (40) hour work week who are hired on or after October 1, 2011 shall be allowed to accrue vacation  
14 leave with no cap during the calendar year, but will only be allowed to carry two-hundred and  
15 forty (240) hours of vacation over to the next calendar year. Employees hired on or after October  
16 1, 2011 who terminate shall be paid for any accrued vacation earned to the date of termination but  
17 not taken, up to a maximum of two-hundred and forty (240) hours. The minimum amount of  
18 vacation leave taken shall be one (1) hour and then in fifteen (15) minute increments thereafter  
19 provided, employees give notice no later than the previous day, if they arrange for their own  
20 transportation and the request is otherwise approved. Vacation time may be used for extraordinary  
21 unscheduled purposes upon approval of supervision and with as much notice as is practical.

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ARTICLE 10

Holidays

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

- New Year's Day
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- One (1) additional holiday to be designated by the County Manager in conjunction with Christmas Day
- Martin Luther King Jr.'s Birthday (observed in conjunction with School Board).
- Two (2) Floating Holidays (to be taken during the fiscal year at the employees' discretion with supervisors' approval)

Section 10-2. Weekend Holiday. Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees who are scheduled to work on weekends shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday. If an employee is regularly scheduled to work additional hours (over 40 hours in a work week) on any holiday he/she shall receive holiday pay in accordance

1 with Section 4 below. In addition the employee shall receive holiday leave so that the hours of  
2 holiday leave added to the number of holiday hours worked as defined in Section 4 below shall  
3 equal a normal work shift for that employee. The additional holiday leave hours must be used  
4 within 90 calendar days.

5 Section 10-3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular  
6 workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall  
7 be paid for the number of hours (s)he would have normally worked on that day at his/her regular  
8 straight time rate provided (s)he works or is in a pay status for at least fifty percent (50%) of  
9 regularly scheduled hours of both shifts/days immediately preceding the holiday and immediately  
10 following the holiday, unless the employee is absent on either day with a satisfactory excuse. The  
11 Employer agrees that schedules shall not be changed to preclude the payment of holiday pay.

12 If the holiday occurs on a day which is a regularly scheduled day off for the employee, the  
13 Department Director may select the manner in which the employee is compensated for that  
14 holiday. The Department Director may select one of the following options: (a) the employee may  
15 take a different day (holiday leave) off during the work week in which the holiday falls; or (b) the  
16 employee will be allowed to take a day off within one hundred–eighty (180) calendar days  
17 following that holiday. If this holiday leave is not used within this time period it shall be forfeited.

18 Section 10-4. Holiday Work. In the event an employee is required to work on any of the  
19 recognized holidays, he or she will be paid holiday pay, plus compensation as follows for hours  
20 actually worked:

21 (a) for employees whose work shifts are up to sixteen (16) hours in length (with no designated  
22 sleep time) up to sixteen (16) hours of pay at time and one-half. If an employee has  
23 designated sleep time, only actual work hours will be paid at time and one-half;

24 Only an employee whose shift commences after 12:01 a.m. of the day recognized as the

1 holiday shall be entitled to any holiday work pay as set forth in "a" above.

2 Section 10-5. Holiday during Vacation. In case a holiday is observed on any day during an  
3 employee's vacation, the day the holiday is observed shall not be charged against an employee's  
4 accrued vacation leave.

5

1 ARTICLE 1 1

2 Grievance Procedure

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

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

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

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

20 Step 3: If the Union or employee is not satisfied with the written answer of the Department  
21 Head, or if no answer is rendered by the Department Head on a timely basis, then  
22 the Union or employee may, within fourteen (14) calendar days of the Department  
23 Head's answer or of the failure of the Department Head to supply a timely answer,  
24 appeal the grievance to the County Manager or designee. The County Manager or

1           designee must meet with a Union representative within twenty-one (21) calendar  
2           days of receipt of the appeal. The County Manager or designee shall answer the  
3           grievance in writing within fourteen (14) calendar days of the meeting.

4           Step 4: If the Union is not satisfied with the written answer of the County Manager or  
5           designee, or if no timely written answer is rendered, the Union Officer shall submit  
6           a written request, signed also by the grieving employee(s), appealing the grievance  
7           to arbitration within thirty (60) calendar days of the answer or failure of timely  
8           answer.

9           In the case of appealing the grievance to arbitration, the Union shall have one-  
10          hundred twenty (120) calendar days from the date of the letter sent by the County  
11          acknowledging the request to proceed to arbitration, to draft the join request for an  
12          arbitrator.

13          Section 11-2. Arbitration Board Selection. The Union's appeal to arbitration shall be  
14          submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall  
15          be selected from a list furnished by the Federal Mediation and Conciliation Service by means of  
16          alternate striking of names. The Union shall strike a name first.

17          Section 11-3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify,  
18          ignore, or add to the provisions of the agreement. He or she shall consider and decide only the  
19          particular issue involved in the grievance presented. The award of the arbitrator shall be final and  
20          binding on the County, the Union, and the employee(s) involved, but in no event shall it be  
21          retroactive prior to the date the grievance became known to the grievant. The expenses of  
22          arbitration, including the arbitrator's fee, shall be shared equally by the County and the Union. If  
23          either party cancels an arbitration hearing, the canceling party will be responsible for payment of  
24          all expenses due the arbitrator. If the arbitration is cancelled as the result of weather or natural



1 disaster, the parties shall share any expenses equally.

2 Section 11-4. Time Limits. No grievance shall be entertained or processed unless it is  
3 commenced at Step 1 within fourteen (14) calendar days after the occurrence of the event giving  
4 rise to the grievance or within fourteen (14) calendar days after the event became known or should  
5 have become known to the employee(s). If a grievance is not appealed within the time limits for  
6 appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or  
7 if no answer has been made it shall be deemed denied. The time limits may be extended by mutual  
8 agreement of the parties.

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

11 Section 11-5. Performance Review Grievance. Non-probationary employees who receive  
12 an "unacceptable" or "below expectations" performance review rating may file a grievance  
13 concerning that performance review as provided for in this Article. An employee may request  
14 department oversight of an annual performance review. The reviewing supervisor will discuss the  
15 matter with the employee at a mutually convenient time, unless the issue has already been  
16 discussed separately since the initial performance review was completed. If the employee desires  
17 to pursue the issue further, the employee may request a meeting with the department director for  
18 that purpose. If the employee is still dissatisfied, the employee shall have the opportunity to meet  
19 with and discuss the annual performance review with the County Manager or his designee.

20 Section 11-6. Untimely Performance Reviews.

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

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

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

3           3. LEVEL 3. In the case of annual performance reviews, if the employee is not  
4           satisfied with the resolution at LEVEL 2, (s) he may file a written grievance at Step  
5           3 under section 1 of this Article within seven (7) calendar days of the notice of  
6           resolution at LEVEL 2.

7           B. If the employee feels that performance review factors in the current review  
8           instrument do not accurately reflect the duties assigned to his/her position, (s)he may  
9           request a copy of the performance review form and reexamination of the performance  
10          review instrument by the Human Resources Director. Such request must be made prior to  
11          the completion of the performance review.

12          Section 11-7 Notice of Discharge. The County shall provide a notice of proposed discharge  
13          to a regular, permanent, non-probationary employee and to the Union seven (7) calendar days prior  
14          to the date of the meeting on the discharge.

15          The County and the Union agree that management will work with department heads to  
16          promote a cooperative effort between supervisors and Union shop stewards to allow stewards to  
17          discuss situations on the job that are of an urgent nature and require immediate action. It is  
18          understood that discussions of this nature are to be held during working hours only when the matter  
19          requires immediate action and the discussions are to be brief and limited to the immediate action  
20          required.

21          The County and the Union acknowledge that it is a goal of management and the Union that  
22          discipline be imposed without an unreasonable delay after management has learned of the matter  
23          precipitating the discipline; and after the proper period for investigation, analysis, and evaluation.  
24          Management will notify an employee of pending investigation and/or possible discipline within

1 fourteen (14) calendar days of management's knowledge of an incident. The County will make a  
2 reasonable effort to complete an investigation and notify the Employee of a proposed disciplinary  
3 hearing (if any) within one-hundred and eighty (180) calendar days from the date the County  
4 became aware of the incident(s). The Union agrees that a claim of unreasonable delay in itself is  
5 not a grievable matter, but the Union may argue to an arbitrator in an appropriate case that there  
6 has been an unreasonable delay in the imposition of discipline in the particular case before the  
7 arbitrator.

8

1 ARTICLE 12

2 Hours of Work and Overtime

3 Section 12-1. Purpose. This Article is intended only to provide a basis for calculating overtime  
4 and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of  
5 overtime or other premium payments.

6 Section 12-2. Workday; Workweek.

7 (a) The normal workday shall consist of eight (8) hours exclusive of lunch and the normal  
8 workweek shall consist of five (5) eight (8) hour shifts. Some employees may be assigned to  
9 normal workdays of ten (10) hours each with a normal workweek of four (4) ten (10) hour  
10 workdays. Some employees may be assigned to normal work shifts of twelve (12) hours or  
11 sixteen (16) hours.

12 (b) In addition, the County may assign employees to work any combination of work day  
13 hours in a workweek in order to ensure full coverage of County operations. However, in  
14 consideration of this provision, the County and the Union agree to meet at the written request  
15 of either party to discuss the adoption and implementation of work schedules covering  
16 bargaining unit employees. The Employer and the Union agree to reopen Article 12 in the  
17 event either party requests to do so by serving written notice on the other party. Negotiations  
18 shall begin within two (2) weeks of such written notice.

19 (c) All employees will be provided with written notice of any change in their weekly work  
20 schedules at least two (2) weeks in advance, unless there is an emergency or extenuating  
21 circumstance that does not allow for advance written notice. Days and hours of work shall be  
22 scheduled consecutively without alteration where possible.

23 Section 12-3. Overtime Compensation. In the event an employee is required to work beyond  
24 a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and

1 one-half the employee's regular straight time rate provided the employee actually works his or her  
2 normal workweek. All payments for overtime must be authorized by the Division or Department  
3 Head. Employees who work more than the normally scheduled hours shall be offered the  
4 opportunity to flex hours within a work week, at the employee's choosing, and with prior  
5 supervisory approval. In the event an employee works hours in excess of his/her regular schedule,  
6 the employee may request to take that number of hours off during that same work week, in lieu of  
7 overtime. The request to flex the hours within the work week must be approved by the employee's  
8 immediate supervisor prior to taking the time off. It is also understood that the flex hours off will  
9 be approved only if operational considerations are met and overtime is not generated by allowing  
10 the employee to flex the hours. It is understood that this offer of flex time will not constitute an  
11 attempt by management to avoid payment of overtime and further that the disapproval of allowing  
12 an employee to flex these excess hours cannot be grieved. Holidays not worked shall count as  
13 hours worked for the purpose of determining overtime.

14 Section 12-4. Shift Work. The first shift, beginning between 5:00 AM and 2:00 PM will not  
15 receive shift differential. Employees assigned to work any shift starting between 2:00 PM and  
16 11:00 PM shall receive second shift differential of twenty-five cents (25¢) per hour. Employees  
17 assigned to work any shift beginning at 11:00 PM or later shall receive third shift differential of  
18 fifty cents (50¢) per hour. Employees assigned to shifts beginning before 2:00 PM, but with more  
19 than 50% of the hours worked occurring after 2:00 PM, shall receive second shift differential for  
20 those hours worked after 2:00 PM. Employees assigned to shifts that cross second and third shift,  
21 shall receive the shift differential in effect at the time the hours are worked. See examples below:

22 Example 1: Employee begins work at 12:00 noon and works until 9:00 PM. More than 50%  
23 of the hours worked occur after 2:00 PM; therefore, the employee will receive second shift  
24 differential of twenty-five cents (25¢) per hour for the seven hours worked after 2:00 PM.

1 Example 2: Employee begins work at 8:30 AM and works until 7:00 PM. Less than 50% of  
2 the hours worked occur after 2:00 PM; therefore, the employee receives no shift differential.

3 Example 3: Employee begins work at 12:00 noon and works until 12:00 midnight. More than  
4 50% of the hours occur after 2:00 PM and work hours cross into the third shift; therefore, the  
5 employee receives second shift differential for the nine hours worked between 2:00 PM and 11:00  
6 PM, and third shift differential for the hour worked after 11:00 PM.

7 Section 12-5. Procedure for Overtime Assignment. Each department in which overtime is  
8 regularly worked shall establish a fair and equitable basis for making overtime assignments so that,  
9 consistent with operational efficiency and practicable operations, the following guidelines can be  
10 achieved:

11 (a) in cases of prescheduled overtime, all persons in the classification and on the shift  
12 who normally perform the work are provided with a reasonably equal opportunity to  
13 work the overtime, the process commencing with the senior employees that meet the  
14 minimum requirements to being offered the work. Upon utilization of the  
15 equivalency of one (1) full work shift or of refusal of an overtime assignment the next  
16 most senior employee will be selected. Acceptance of or refusal of an offer of an  
17 overtime assignment automatically rotates the employee to the bottom of the overtime  
18 assignment list.

19 (b) the time period over which equalization of opportunity is spread will depend upon the  
20 nature of the work and the frequency of prescheduled overtime;

21 (c) a record will be maintained of prescheduled overtime worked, offered, declined, or  
22 not reached, and a current record will be posted on a bulletin board and a copy  
23 provided to the Union.

24 (d) if insufficient volunteers are available to work prescheduled overtime, the most junior

- 1 employees with sufficient qualifications and training to perform the required work  
2 will be assigned;
- 3 (e) at the end of an equalization period, or at any time it is concluded that an employee  
4 was not offered his/her fair share of overtime, employees shall receive prescheduled  
5 overtime assignments in amounts sufficient to equalize the time offered;
- 6 (f) In the case of non-prescheduled overtime, employees will be notified as soon as  
7 possible that they are being assigned to work non-prescheduled overtime. Non-  
8 prescheduled overtime will not be included with the prescheduled overtime record  
9 considered in the equalization.
- 10 (g) In the Public Works Department a separate record of non-prescheduled overtime will  
11 be maintained, and provided to the union steward monthly.  
12

ARTICLE 13

Conflicting Laws

Section 13-1. It is understood and agreed that the provisions of this Agreement shall be subordinated to any present or subsequent Federal, State, Municipal, or County law or regulations to the extent that any portion hereof is in conflict therewith, and nothing herein shall require Alachua County to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue the same.



1 ARTICLE 14

2 Miscellaneous

3 Section 14-1. 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 agrees that it will not post  
9 notices of a defamatory or inflammatory nature and that the Union's principal officer shall be  
10 responsible for all notices posted under this section.

11 Section 14-2. Union Emblem. Union members will be permitted to wear the lapel or button-  
12 type emblem of the Union in a manner that is safe and inoffensive.

13 Section 14-3. Training. In the event that formalized, departmental, or on-the-job training  
14 programs are established, persons selected for training will be chosen on a non-discriminatory  
15 basis in accordance with Article 3 of this Agreement. Additionally, the following criteria will be  
16 used to select trainees:

17 (a) seniority;

18 (b) ability and previous work experience (a work test will be utilized where possible); and

19 (c) performance reviews.

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

22 The Public Works Department in consultation with the union will develop an equipment  
23 training program for the operation of public works equipment no later than March 1, 2010. An  
24 initial meeting between Public Works and the Union shall be held to discuss the creation of the

1 training program, no later than November 1, 2009.

2 Section 14-4 Health and Safety. The following items relating to health and safety will be  
3 provided by the County:

4 (a) reimbursement for the purchase of County designated safety shoes upon completion of  
5 probationary period; and safety shoes as needed thereafter for all employees required to wear  
6 such shoes;

7 (b) employees presently required to wear a uniform shall continue to be required to do so and  
8 will have appropriate uniforms or a uniform maintenance service provided to them;

9 (c) all new operational employees in Court Services will receive a hepatitis vaccination;

10 (d) a drug/alcohol test and an annual physical examination for employees permanently  
11 assigned to the transfer station; and

12 (e) employees regularly assigned to work with paint, toxic herbicides and/or pesticides will  
13 receive an annual ear, nose, throat, eye and respiratory check-up. Employees who receive a  
14 check-up as described in Section 6(e) shall not be drug/alcohol tested.

15 Section 14-5. All certified Correctional Officers assigned to the Court Services Department  
16 shall be provided with the following:

17 (a) all operational employees over age 35 will be required to have a bi-annual drug/alcohol test  
18 and a physical exam, the results of which will be made available to the employee and the  
19 County;

20 (b) a flashlight and handcuffs will be furnished to each operational employee in the Court  
21 Services Department. It shall be the sole responsibility of the employee to maintain equipment  
22 in good working condition and to replace said equipment if it is lost, misplaced, stolen or  
23 otherwise missing.

24 Section 14-6. Employees who work near chemical plants or other potentially hazardous sites

1 shall receive training and instruction on evacuation and safety procedures.

2

1 ARTICLE 15

2 Wages/Compensation

3 Section 15-1. Classification and Pay Plan and Wages. Effective the first full pay period  
4 beginning on or after October 1, 2018, all salary ranges on the pay plan for members covered by  
5 this Agreement are listed on Attachment "B".

6 Effective the first full pay period on or after October 1, 2018, members covered by this pay  
7 plan will receive compensation adjustments in the following order:

8 1) 1.5% hourly wage increase

9 2) \$0.3365 hourly wage increase

10 3) Any employee that remains below the pay range in Attachment "B" after applying 1) &  
11 2) will increase to the bottom of the range.

12 4) For number of years of service: ten cent (.10) per hour for 5-9.99 years, twenty cents  
13 (.20) per hour for 10-14.99 years, thirty cents (.30) per hour for 15-19.99 years, and forty  
14 cents (.40) for 20+ years of service as a classified employee of the Alachua County

15 5) After all of the previous adjustments are applied, no employee will receive less than a  
16 3% increase in hourly wage.

17 Effective October 1, 2019, members covered by pay plan in Attachment "B" will receive the  
18 same across the board increase as Non-Bargaining Employees. This paragraph only impacts  
19 increases for FY2020 and does not apply to future negotiated increases.

20 Section 15-2. Pay Plan Adjustment. An employee in a classification whose salary range is  
21 adjusted upward shall receive a percentage salary increase equal to the percentage increase of the  
22 minimum of the range. If the salary range of a classification is adjusted downward, the salaries of  
23 the current employees in that classification will not be affected. The Administrating Official may  
24 limit the percentage salary increase for all employees in affected classifications. The Union shall

1 be notified in writing in advance of any proposed adjustment under this section, and shall be given  
2 seven (7) calendar days to comment.

3 Section 15-3. Pay Adjustment for Out-of-Classification Assignment. An employee formally  
4 assigned to a higher classification for a minimum of two (2) hours of continuous duty, shall have  
5 his/her rate of pay increased by five percent (5%), or to the minimum rate of the higher  
6 classification, whichever is greater, for the duration of the assignment, provided that the employee  
7 meets the minimum requirements of the higher classification. An employee who is assigned to a  
8 higher classification for a minimum of two (2) hours who does not meet the minimum requirements  
9 of the higher classification, shall receive a five percent (5%) increase to his/her base rate of pay  
10 for the duration of the assignment. The Employer agrees not to suspend production or substitute  
11 another employee to preclude the payment of out-of-class pay. A record will be maintained of  
12 out-of-class assignments worked. The County will ensure that such assignments are distributed  
13 fairly among employees in the bargaining unit.

14 Section 15-4. Call Out Guarantee. Employees who are called out to work on a day they are  
15 not regularly scheduled to work or at a time which is not contiguous to their regular shift, shall be  
16 guaranteed three (3) hours of work or pay at their regular rate; provided that an employee who is  
17 called out and actually works less than one-half hour, but whose actual time worked plus travel  
18 time equals more than three (3) hours, shall be paid for the actual time worked plus travel time.

19 Section 15-5. Stand-by Pay. In the event an employee is placed on stand-by status, (s)he will  
20 be paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she is on stand-  
21 by status. Should an employee on stand-by status be called out to work, (s) he will be paid for  
22 such work in accordance with Section 5 above. An employee not required to work on a holiday,  
23 who is placed on stand-by status on a holiday, shall be paid holiday pay (as outlined in Article 10  
24 of this Agreement) and shall be given an additional day off with pay to be used within 180 calendar

1 days.

2 Section 15-6. Limited Emergency. In the event of the official declaration of an emergency:

3 (a) Employees designated as nonessential and released from duty shall be granted  
4 administrative leave for the balance of their normal shift and for such additional time as  
5 authorized by the County.

6 (b) Employees designated essential to the operation, who reported to work shall be paid at the  
7 straight time rate for all hours actually worked. Hours worked in excess of forty (40) in the  
8 week will be paid at the time-and-one-half rate, or other premium rate as may be applicable.

9 (c) In addition, employees designated essential to the operation who reported to work shall be  
10 granted hour per hour time for the same number of hours given to non-essential employees as  
11 administrative leave.

12 (d) Employees on previously approved leave, scheduled holiday, authorized leave without pay,  
13 or who called in to request leave during the emergency, shall be charged for the leave.

14 Section 15-7. Incentive Pay. A regular employee in a classified position, based upon the  
15 recommendation of the department director and upon approval of the Administrating Official, may  
16 qualify for a \$250.00 lump sum incentive payment upon completion and receipt of a job related  
17 certification or license.

18 (a) Professional certifications that are required as minimum qualifications for a position do  
19 not qualify for incentive payments.

20 (b) Employees are eligible to receive incentive payments for up to three certifications or  
21 licenses not to exceed \$750.00.

22 Section 15-8. Retention Pay. No more than once during a fiscal year the department director  
23 may increase the compensation of any employee or group of employees, up to the midpoint of the  
24 salary range of the current classification. Increases beyond the midpoint of the salary range require

1 approval of the Administrating Official. Budgetary constraints must be followed when making  
2 compensation decisions. In the event that the department director and/or Administrating Official  
3 recommend the increase in compensation of any bargaining unit employee under this Section, the  
4 Union shall be notified in writing of the reason or reasons for such recommendations prior to  
5 implementation. The Union shall have seven (7) calendar days to comment or request a meeting  
6 with the County to discuss such recommendation.

7 Section 15-9. Promotions/Transfers/Demotion.

8 (a) Promotions: An employee who is promoted will receive a 10% increase to his/her current  
9 salary or the base salary of the new position classification, whichever is greater. The department  
10 director has the authority to compensate at up to the midpoint of the assigned salary range for the  
11 classification. Compensation at greater than the midpoint of the assigned salary range for the  
12 classification requires the approval of the Administrating Official. Budgetary constraints must be  
13 followed when making compensation decisions.

14 (b) Transfers: If the employee is moving from a higher classification to a lower classification,  
15 his/her salary rate of pay is reduced within the lower salary range, at the same percentage above  
16 the base, as the salary was set within the higher level classification. If the transfer is within the  
17 same classification the employee's salary will stay the same. During an Administrative Transfer,  
18 the salary will remain the same unless it is for a disciplinary reason.

19 (c) Demotions: An employee demotion will result in the reduction of an employee's salary.

20 1. A Permanent employee, when involuntarily demoted, shall have his/her rate of pay  
21 reduced to a rate within the lower salary range, at the same percentage above the base, as the  
22 salary was set within the higher level classification. The employee's rate of pay shall not  
23 exceed the maximum rate of pay of the lower position.

24 2. A Permanent employee who is demoted as the result of a layoff shall have his/her rate

1 of pay set new within the salary range which provides for the least decrease in pay possible.

2 3. Failure to meet Promotional Probationary Period. If an employee fails to meet the  
3 promotional probationary period, he/she shall be returned to their former position and the  
4 salary shall be reduced to the rate prior to promotion. If the employee had been eligible for any  
5 increases during the probationary period those will be applied to the rate of pay.

6 Section 15-10. Lead Worker Status. When an employee is appointed to lead worker status, the  
7 employee's salary will be increased by five percent (5%) over current salary.

8 Section 15-11. Cellular Telephone/Personal Digital Device Reimbursement: Employees who  
9 are required to have a cellular telephone (or other communication device, such as a Personal Digital  
10 Device (PDA)) will be assigned a County provided device and monthly plan; or will be authorized  
11 to utilize their personal communication device, and will receive an allowance to cover the cost of  
12 the device and the portion of the service plan utilized for County business.

13 Department Directors will determine which employees are required to have a communication  
14 device and if they will be provided with a device and service plan or if they will receive  
15 reimbursement for using their personal device.

16 Employees who purchase a personal communication device that will also be used for required  
17 County business will receive an allowance for that device that is determined and documented by  
18 the department director. The allowance shall not be more than \$100 for a cell phone or \$200 for  
19 a PDA and will be paid no more often than once every two years.

20 Employees who utilize their personal communication device for required County business will  
21 receive a bi-weekly allowance for the operation of that device. The actual amount of the allowance  
22 will be determined by the department director, will be based upon the documented amount of use  
23 by the employee and will not exceed \$100 per month.

24 These allowances will be provided as taxable income to staff, but will not be considered part



- 1 of the employee's base salary or be considered for the calculation of retirement benefits.
- 2 Detailed information on the calculation of the allowance benefit is contained in the Cellular
- 3 Telephone Policy in the County Manager's Administrative Procedures.
- 4

1 ARTICLE 16

2 Insurance

3 Section 16-1. Group Health Insurance Benefits. If there are to be any changes in premiums  
4 or benefit levels, the County will notify the Union in writing a reasonable period of time in advance  
5 of any such change in premiums or benefits. Any changes in the premiums or benefits provided  
6 by the insurance program will involve the active participation of the Union if it chooses, however,  
7 the County will not be required to negotiate levels of premiums or benefits with the Union.

8 Section 16-2. Premium Cost. The cost of the premium for health insurance shall be borne an  
9 eighty-seven and one-half percent (87.5%) by the County and a twelve and one-half percent  
10 (12.5%) by the employee for individual coverage, and a seventy-five percent (75%) by the County  
11 and a twenty-five percent (25%) by the employee for dependent coverage. This cost share is based  
12 on budget availability and subject to revert to previous percentages noted in the FY17 contract.

13 Effective with the October 1, 2018, Health Plan year, with premiums starting with the  
14 September 7, 2018, paycheck, employees have the option to enroll in BlueOptions 05781 High  
15 Deductible Health Insurance Plan (HDHP) with a health reimbursement account (HRA).  
16 Employees who enroll in this new insurance plan shall be responsible to pay for five percent (5.0%)  
17 of the total premium for individual coverage, and eighteen point fifty seven percent (18.57%) of  
18 the total premium for dependent coverage.

19 Section 16-3. Dental Insurance. The Alachua County Board of County Commission will pay  
20 eighty percent (80%) of the premium for single coverage for dental insurance effective 10/1/2007.  
21 Employees will be responsible for one hundred percent (100%) of the premium for dependent  
22 coverage of the dental insurance. The Alachua County Board of County Commission will continue  
23 to pay 80% of the premium for single coverage if funding is available.

24 Section 16-4. Retiree Health Insurance Subsidy. The County and Union agree that beginning

1 October 1, 2005 Alachua County will be providing a retiree health insurance subsidy. The amount  
2 of the subsidy is based on the number of years service with Alachua County at the time of  
3 retirement (\$3.00 for each full year of service). You must have 6 years of County employment to  
4 qualify for the subsidy. The minimum monthly subsidy is \$18 (if you retire with just 6 years of  
5 County employment) and the maximum monthly subsidy is \$90 (if you retire with 30 or more  
6 years of service). Retirees in the State's Florida Retirement System (FRS) who have entered into  
7 the Deferred Retirement Option Program (DROP) are not eligible to receive the County's health  
8 insurance subsidy until their participation in DROP ends. Time in DROP will not count towards  
9 years of service for the purposes of this policy. The approval of this retiree health insurance subsidy  
10 each year will be based on available funding.

11 Definitions: An Alachua County retiree is defined as, (a) any employee who worked for the  
12 Alachua County Board of County Commissioners. (b) who meets the Florida Retirement System's  
13 Pension Plan's normal retirement age or service requirements for the employee's class of  
14 membership and has retired from employment with Alachua County.

ARTICLE 17

Union Membership

Section 17-1. The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union, as the certified employee organization, shall not be required to process grievances for employees who are not members of the Union.

1 ARTICLE 18

2 Educational Assistance Program

3 Section 18-1. General.

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

7 Section 18-2. General Fund.

8 A central fund for educational assistance will be established by the County to assist qualified  
9 employees with educational tuition costs. The employee is eligible for reimbursement as outlined  
10 in the Alachua County Employee Policy #5-21, based upon availability of funds. In the event the  
11 County changes, adds, deletes, or amends the policy, the County will notify the Union of the  
12 intended changes. Copies of the proposed changes will be forwarded to the Union along with the  
13 above notification. The Union and the Employer will meet if requested by either party to discuss  
14 the proposed changes.

15 Section 18-3. Eligibility Requirements.

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

18 Section 18-4. Conditions of Approval or Payment.

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

1 b. The County will pay the cost of tuition for such courses, as outlined in the Alachua County  
2 Employee Policy #5-21 during a calendar year, but will not reimburse an employee for books, fees,  
3 supplies, or other expenses in connection with the course(s) to be taken.

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

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

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

12 Section 18-5. Application Procedure.

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

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

18 c. The request shall be completed and forwarded to the employee's supervisor. The supervisor  
19 shall indicate his/her approval or disapproval and forward the form to the Department Director.

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

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

1        Section 18-6. Method of Payment.

2        It shall be the responsibility of the employee to obtain a certificate or proof of grade from the  
3 institution indicating the course grades. These grades shall be presented, with the original  
4 application form, to the Department Director. The Department Director will indicate approval or  
5 disapproval and then forward all material to the Human Resources Office. If conditions for  
6 reimbursement have been met, the Human Resources Office shall process a reimbursement  
7 payment to the employee.

8        Section 18-7. Required Courses.

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

15        Section 18-8. Classes on County Time.

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

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

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

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

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

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

11 d. Employees may be required to attend courses offered by the County. If such courses are  
12 conducted during an employee's normally scheduled off-duty hours, the employee shall be  
13 paid at his/her regular rate of pay. Hours spent in classes under these conditions shall be  
14 considered as hours worked for the purpose of determining overtime.

15 Section 18-9. General Provisions.

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

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

21 c. If an employee has enrolled in classes under section 4 above and received approval for  
22 reimbursement, the County shall make a reasonable effort to allow the employee the  
23 opportunity to complete the courses signed up for. In the event the County changes an  
24 employee's work schedule which would interfere with the approved course (providing the



1 employee's course cannot be rescheduled) the County shall reimburse the employee for  
2 his/her tuition costs, cost of books, and any other directly related educational fees (including  
3 supplies and materials). Said reimbursement shall be made upon the authorization of the  
4 Department Head.  
5

1 ARTICLE 19

2 Waiver of Bargaining

3 Section 19-1. The Union acknowledges that it had an opportunity during the negotiations  
4 which led to this Agreement, to bargain over any and all subjects not removed by law from the  
5 scope of bargaining. This Agreement constitutes the complete and entire understanding of both  
6 parties concerning all matters which were subject to negotiations, and also concerning those  
7 matters which were not discussed in negotiations, it being understood that the Union has achieved  
8 only those benefits which are expressly set forth in this Agreement. During the term of this  
9 Agreement, the Union waives any right to further bargaining concerning any matter over which it  
10 might have the right to bargain with the County, except with regard to any changes which the  
11 County should desire to make which have the effect of altering wages, benefits, or terms and  
12 conditions of employment not embodied in this Agreement. In the event any such changes are  
13 made by the County, it is agreed that they may be made unilaterally and at the time desired by the  
14 County, however, the Union shall have the right, upon request, to bargain over the impact which  
15 such changes have wrought upon this Agreement, if any, and to secure a written amendment to  
16 this Agreement if such bargaining produces an agreement.

1 ARTICLE 20

2 Special Meetings

3 Section 20-1. The County and the Union agree to meet and confer on matters of interest upon  
4 the written request of either party. The written request shall state the nature of the matters to be  
5 discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set  
6 forth in the request or other subjects mutually agreed to, but it is understood that these meetings  
7 shall not be used to re-negotiate this agreement. Such special meetings shall be held within fourteen  
8 (14) calendar days of the receipt of the written request, and at a time and place mutually agreeable  
9 to the parties.

10 The Union shall have the right, at these special meetings, to recommend to the County  
11 corrections to any inequities known to the Union. The County shall respond in writing to the  
12 Union within fourteen (14) calendar days, with a copy forwarded to the Union.  
13

ARTICLE 21

Term

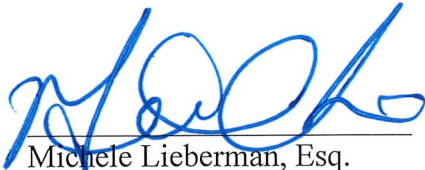
Section 21-1. This Agreement shall become effective October 1, 2016, and remain in effect until midnight, September 30, 2020 and shall remain in effect from year-to-year thereafter unless either party shall notify the other in writing of its desire to modify the Agreement. This agreement shall remain in full force and be effective during periods of re-negotiations.

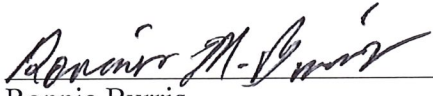
SIGNATURE PAGE


WHERE UPON the parties have set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.


ALACHUA COUNTY, FLORIDA


NORTH AMERICA FLORIDA PUBLIC  
EMPLOYEES' LOCAL 630


BY:   
Michele Lieberman, Esq.  
Interim County Manager

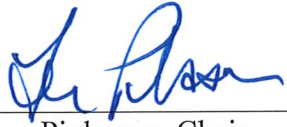
BY:   
Ronnie Burris  
Business Manager, Local 630

BY:   
Tommy Crosby  
Assistant County Manager

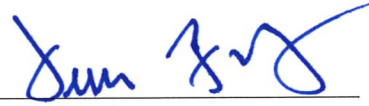
BY:   
Rodney Mitchum  
Negotiator, Local 630

BY:   
Heather Akpan  
Human Resources Director

BY:   
Mark Sawyer  
Negotiator, Local 630

By:   
Lee Pinkoson, Chair  
Alachua County Commission

ATTEST:

By:   
Jesse K. Irby II  
Clerk of Court

APPROVED AS TO FORM

  
ALACHUA COUNTY ATTORNEY

**DRUG FREE WORKPLACE AND DRUG TESTING POLICY**

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

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

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

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

Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected. But, if the employee does not seek help and a work performance or work conduct problem comes to the attention of the County, then disciplinary action will result.

Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her eligibility for all worker's compensation medical and indemnity benefits and will be disciplined.

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

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

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

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

- (a) Pre-employment - Any final candidate for a position within Alachua County shall be

1 required to take a drug urinalysis and/or blood test prior to initial employment. Any  
2 applicant whose test results indicate present alcohol or drug abuse will not be hired.  
3

4 (b) Position Change - Any current employee who is the final candidate for a posted position,  
5 whether internal or external, shall be required to take a drug urinalysis and alcohol test  
6 prior to the final offer for the new position being extended. Any employee applicant  
7 whose confirmed test results indicate present alcohol or drug abuse will not be hired into  
8 the new position, and is subject to all other provisions of this policy.  
9

10 (c) Scheduled physical examination - Any employee who undergoes a full physical  
11 examination in accordance with Article XIV shall also be tested for drug and/or alcohol  
12 use as part of that examination.  
13

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

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

24 (2) Abnormal conduct or erratic behavior while at work or a significant deterioration  
25 in work performance.  
26

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

29 (4) Evidence that an individual has tampered with a drug or alcohol test during his/her  
30 employment with the current employer.  
31

32 (5) Information that an employee has caused, contributed to, or been involved in an  
33 accident while at work  
34

35 (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs  
36 while working or while on County premises or while operating County vehicles,  
37 machinery or equipment.  
38

39 If testing is conducted based on reasonable suspicion, the County will immediately  
40 document the circumstances which formed the basis of the determination that reasonable  
41 suspicion existed to warrant the testing. A copy of this documentation shall be kept  
42 confidential by the County pursuant to this policy and shall be retained for at least one  
43 (1) year.  
44

45 (e) Follow-up - If an employee, in the course of employment, has a confirmed positive drug  
46 or alcohol test the County will require the employee to submit to a drug and/or alcohol  
47 test on a quarterly, semiannual or annual basis, at the County's option, for two (2) years  
48 thereafter. If an employee tests positive within eighteen (18) months of completing the  
49 two (2) year random follow-up testing for a prior positive drug test, the employee will be  
50 considered to have failed a second test, and will be subject to disciplinary action in

1 accordance with this policy. The County will transport the employee to the testing  
2 facility.

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

- 7
- 8 (1) Pre-employment - Final candidates for or employees who transfer, promote or demote  
9 to a covered position will be tested for both alcohol and drugs prior to the effective  
10 date of the transfer, promotion or demotion.
- 11
- 12 (2) Post-accident - A covered driver will be tested following an accident when any person  
13 involved in the accident has been fatally injured or the driver receives a citation for a  
14 moving traffic violation arising from operating the commercial motor vehicle.  
15 Additionally, any driver involved in an accident will be subject to testing under  
16 Reasonable Suspicion, section 4.d.
- 17
- 18 (3) Reasonable Suspicion - Same as for other employees.
- 19
- 20 (4) Random - Employees will be tested for alcohol and drugs on a random unannounced  
21 basis just before, during or just after operating a commercial motor vehicle. Not less  
22 than twenty-five percent (25%) of the total number of employees in covered positions  
23 will be tested for alcohol in the first year and fifty percent (50%) for drugs the first  
24 year. The number to be tested in subsequent years will conform with federal rules.  
25 Each driver shall be chosen using a scientifically valid random method and shall have  
26 an equal chance each time selections are made.
- 27
- 28 (5) A confirmed blood alcohol level of .02%, but less than .04% will require that the  
29 employee be removed from performing all duties requiring a CDL for a minimum of  
30 eight (8) hours, or until a re-test shows the employee's blood alcohol content has  
31 dropped below .02%. If an employee has a confirmed blood alcohol level of .04% or  
32 greater, the employee may not return to a function requiring a CDL until, at a  
33 minimum:
- 34
- 35 (1) the employee undergoes an evaluation, and where necessary, treatment; and
- 36
- 37 (2) a Substance Abuse Professional (SAP) determines that the employee has  
38 successfully complied with any recommended treatment; and
- 39
- 40 (3) the employee's blood alcohol content is less than .02% on a return-to-duty test.
- 41
- 42 (6) Follow-up - Same as for other employees except that at least six (6) tests will be  
43 conducted in the first twelve (12) months after an employee returns to duty.
- 44

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

47

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



1 (a) The County may test for any or all of the following:  
2

3 Alcohol  
4 Amphetamines  
5 Cannabinoids  
6 Cocaine  
7 Phencyclidine  
8 Methaqualone  
9 Opiates  
10 Barbiturates  
11 Benzodiazepines  
12 Methadone  
13 Propoxyphene  
14

15 (b) Initial Test - The initial screen for all drugs shall use an immunoassay except that the  
16 initial test for alcohol shall be enzyme oxidation methodology. The following cutoff levels  
17 shall be used when first screening specimens to determine whether they are positive or  
18 negative for these drugs or metabolites. All levels equal to or exceeding the following shall  
19 be reported as positive:  
20

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

33

34 These levels will remain in effect until such time as they are revised by Federal Legislation  
35 or State Statute. All new levels will become effective on the date specified within the  
36 related legislation.  
37

38 (c) Confirmation Test - All specimens identified as positive on the initial tests shall be  
39 confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or  
40 an equivalent or more accurate scientifically alcohol will be confirmed using gas  
41 chromatography. All confirmations shall be done by quantitative analysis. The following  
42 confirmation cutoff levels shall be used when analyzing specimens to determine whether  
43 they are positive or negative for these drugs or metabolites. All levels equal to or exceeding  
44 the following shall be reported as positive:  
45

46 Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
47 Alcohol (all other testing)	.05g%	(by blood)
48 Amphetamines	500	ng/ml
49 Cannabinoids	15	ng/ml

1	Cocaine	150	ng/ml
2	Phencyclidine	25	ng/ml
3	Methaqualone	150	ng/ml
4	Opiates	300	ng/ml
5	Barbiturates	150	ng/ml
6	Benzodiazepines	150	ng/ml
7	Methadone	150	ng/ml
8	Propoxyphene	150	ng/ml

9  
10 These levels will remain in effect until such time as they are revised by Federal Legislation  
11 or State Statute. All new levels will become effective the date specified within the related  
12 legislation.

13  
14 (d) The laboratory shall report test results to a medical review officer chosen by the  
15 County to act on its behalf. These results shall be reported within seven (7) working days  
16 after receipt of the specimen by the laboratory. The laboratory shall transmit results to the  
17 medical review officer (MRO) in a manner designated to ensure confidentiality of the  
18 information. Unless otherwise requested by the County or the employee that records be  
19 retained for a longer period of time, all records pertaining to a given specimen shall be  
20 retained by the laboratory for a minimum of two (2) years.

21  
22 (e) Within five (5) working days after receipt of a positive confirmed test result from the  
23 MRO, the County shall inform the employee in writing of such positive test results, the  
24 consequences of such result, and the options available to the employee. Notification shall  
25 be mailed certified or hand delivered. Absent extenuating circumstances, mailed  
26 notification shall be deemed received by the employee when signed for, or seven (7)  
27 calendar days after delivery, whichever occurs first. A copy of the test results will be  
28 provided to the employee with this notification.

29  
30 **Section 6. Employee Challenges and Option to Retest.** Within five (5) working days after  
31 receiving notice of a positive confirmed test result from the County, the employee may submit  
32 information to the Human Resources Office explaining or contesting the test results and why the  
33 results do not constitute a violation of this program. The employee will be notified in writing if  
34 the explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or  
35 delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's  
36 explanation or challenge and will state why the employee's explanation is unsatisfactory. All such  
37 documentation will be kept confidential and will be retained for at least one (1) year.

38  
39 An employee may make a legal challenge pursuant to Statute or grieve employment decisions  
40 made pursuant to this program in accordance with Article XI. When an employee initiates the  
41 grievance process, it shall be the employee's responsibility to notify the Human Resources  
42 Director and the laboratory in writing that such a grievance has been filed, reference the chain of  
43 custody specimen identification number, and request that the sample be retained by the laboratory  
44 until final disposition of the grievance.

45  
46 During the one hundred and eighty (180) day period following the employee's receipt of a positive  
47 test result, the employee may request that a portion of the original specimen be retested, at the  
48 employee's expense. The retesting must be done at another State licensed or NIDA approved  
49 laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

50

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

5  
6 Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for  
7 alcohol misuse or drug abuse will be entitled to benefits only to the extent specified under the  
8 County's group health insurance program EAP. Employees required to be absent from the  
9 workplace while in treatment may request a medical leave of absence in accordance with Section  
10 VIII. An employee shall be permitted to utilize all available accumulated paid leave before being  
11 placed in a leave without pay status.

12  
13 Upon successful completion of the EAP or other treatment program, the employee shall be  
14 reinstated to the same or equivalent position that was held prior to such rehabilitation.

15  
16 The County will not discharge, discipline or discriminate against an employee solely on the basis  
17 of any prior medical history revealed to the County pursuant to this policy.

18  
19 The County will not dismiss, discipline or discriminate against an employee solely upon the basis  
20 of an employee voluntarily seeking treatment for an alcohol or drug problem. However,  
21 appropriate disciplinary action will be taken if the employee has previously tested positive for a  
22 drug and/or alcohol use, and has sought treatment through the EAP or entered a drug and/or alcohol  
23 rehabilitation program for drug related problems while in the County's employ.

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

- 32
- 33 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of  
34 treatment and counseling prescribed; and
  - 35
  - 36 (2) They immediately cease any and all abuse of alcohol or drugs; and
  - 37
  - 38 (3) They consent in writing to periodic unannounced testing in accordance with Section  
39 4(e) of this Article for a period of up to two (2) years after returning to work or completion  
40 of any rehabilitation program, whichever is later. If the employee separates employment  
41 prior to completing the mandatory two (2) year random follow-up testing, he/she will be  
42 required to complete that testing if re-hired by the County.
  - 43
  - 44 (4) They pass all drug tests administered under this program.
  - 45
  - 46 (5) They execute and abide by an agreement describing the above stated conditions.
- 47

48 Failure to meet any of the above conditions, or a second confirmed positive drug and/or alcohol  
49 test will result in dismissal from employment. Any employee terminated for a second confirmed  
50 positive drug and/ or alcohol test during the two (2) years of periodic unannounced testing, will

1 not be eligible to reapply for employment with the County for a time period of one hundred-eighty  
2 (180) days.

3  
4 \_\_\_\_\_  
5 Michele Lieberman, Esq.  
6 County Manager

\_\_\_\_\_   
Ronnie Burris  
Business Manager, Local 630

7  
8 \_\_\_\_\_  
9 Date

\_\_\_\_\_   
Date

10  
11 \_\_\_\_\_  
12 Heather Akpan  
13 Human Resources Director

\_\_\_\_\_   
Date

14

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

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

7  
8 I further state that I have read or will read, or have had or will have read to me, all sections of this  
9 Drug Free Workplace and Drug Testing Program prior to any testing being performed. As a final  
10 applicant, I understand that violation of any provision of this policy may lead to withdrawal of  
11 offer of employment. As a County employee in a state-regulated classification, I understand that  
12 violation of any provision of this policy may lead to disciplinary action up to and including  
13 termination of employment, even for a first offense. I also understand that violation of any  
14 provision of this policy may result in the forfeiture of workers' compensation benefits.

15  
16 Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt,  
17 constitutes or implies a contract of employment or a guaranteed right to recall.  
18

19 I hereby authorize the records custodian for the drug testing facility to release only to the Alachua  
20 County Human Resources Office and/or Risk Management Office all information and records  
21 relating to drug tests performed on any specimens provided by me as a post-offer candidate,  
22 Commercial Driver's License (CDL) holder or current employee of Alachua County, including  
23 any and all records, charts, reports, notes, test results, documents and correspondence. I  
24 understand that Alachua County, the laboratory conducting the drug and/or alcohol test, the  
25 Medical Review Officer (MRO) and other medical providers may be aware of my test results and  
26 will keep them confidential.  
27

28 I understand that my test results as a post-offer candidate, CDL holder or current employee of  
29 Alachua County will be provided to the Alachua County Risk Management Office and other  
30 supervisory staff.  
31

32 \_\_\_\_\_  
33 Employee or Final Candidate Signature

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

34  
35 \_\_\_\_\_  
36 Date of Birth

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

37  
38 \_\_\_\_\_  
39 Department

38 \_\_\_\_\_  
Position

40  
41 \_\_\_\_\_  
42 Witness

43  
44 **For Final Candidates Only:**

45 I understand that my post-offer drug and/or alcohol test is scheduled with  
46 \_\_\_\_\_, located at \_\_\_\_\_, Gainesville,  
47 Florida, on \_\_\_\_\_ at \_\_\_\_\_.  
48

**Alachua County Board of County Commissioners  
FY 18 - 19 Pay Plan - Bargaining - BAR**

12/5/2018  
Revised/Approved 1/8/2019

Class Code	Class Title	Pay	Range	Exempt OT	Minimum Hourly Rate	Maximum Hourly Rate	BiWeekly Minimum	BiWeekly Maximum	Annual Minimum	Annual Maximum
6252	ACCOUNTING CLERK	BAR	5	N	\$ 14.2500	\$ 18.2351	\$ 1,140.00	\$ 1,458.81	\$ 29,640.00	\$ 37,929.01
4021	ANIMAL INVEST OFCR	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
4020	ANIMAL SERVICES OFCR	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
8002	ANIMAL SHELTER ASST	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
3010	ANIMAL TECHNICIAN	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
3163	ARBORIST	BAR	16	N	\$ 22.0988	\$ 34.3281	\$ 1,767.90	\$ 2,746.25	\$ 45,965.50	\$ 71,402.45
6205	ASSESSMENT TECH	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
3181	BLDG INSPECTOR I	BAR	13	N	\$ 18.9270	\$ 29.4013	\$ 1,514.16	\$ 2,352.10	\$ 39,368.16	\$ 61,154.70
3182	BLDG INSPECTOR II	BAR	16	N	\$ 22.0988	\$ 34.3281	\$ 1,767.90	\$ 2,746.25	\$ 45,965.50	\$ 71,402.45
3183	BLDG INSPECTOR III	BAR	17	N	\$ 23.2700	\$ 36.1475	\$ 1,861.60	\$ 2,891.80	\$ 48,401.60	\$ 75,186.80
3184	BLDG INSPECTOR IV	BAR	18	N	\$ 24.5034	\$ 38.0633	\$ 1,960.27	\$ 3,045.06	\$ 50,967.07	\$ 79,171.66
7050	BUILDING MECHANIC	BAR	10	N	\$ 16.2107	\$ 24.3946	\$ 1,296.86	\$ 1,951.57	\$ 33,718.26	\$ 50,740.77
3205	CODE ENFORCEMENT OFFICER	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
3139	CODE ENFORCEMENT SUP	BAR	14	N	\$ 19.9301	\$ 30.9593	\$ 1,594.41	\$ 2,476.74	\$ 41,454.61	\$ 64,395.34
6340	CODE/DEV SERV SPEC	BAR	7	N	\$ 14.7500	\$ 20.8933	\$ 1,180.00	\$ 1,671.46	\$ 30,680.00	\$ 43,458.06
3041	COMMUNICATIONS SPEC	BAR	11	N	\$ 17.0696	\$ 25.6874	\$ 1,365.57	\$ 2,054.99	\$ 35,504.77	\$ 53,429.79
3148	CONST INSPECTOR	BAR	13	N	\$ 18.9270	\$ 29.4013	\$ 1,514.16	\$ 2,352.10	\$ 39,368.16	\$ 61,154.70
4060	CORR COUNSELOR	BAR	13	N	\$ 18.9270	\$ 29.4013	\$ 1,514.16	\$ 2,352.10	\$ 39,368.16	\$ 61,154.70

**Alachua County Board of County Commissioners  
FY 18 - 19 Pay Plan - Bargaining - BAR**

12/5/2018  
Revised/Approved 1/8/2019

Class Code	Class Title	Pay	Range	Exempt OT	Minimum Hourly Rate	Maximum Hourly Rate	BiWeekly Minimum	BiWeekly Maximum	Annual Minimum	Annual Maximum
4041	CORR OFFICER	BAR	10	N	\$ 16.2107	\$ 24.3946	\$ 1,296.86	\$ 1,951.57	\$ 33,718.26	\$ 50,740.77
8022	CUSTODIAN	BAR	2	N	\$ 13.5000	\$ 15.6179	\$ 1,080.00	\$ 1,249.43	\$ 28,080.00	\$ 32,485.23
5060	DRUG COUNSELOR AIDE	BAR	10	N	\$ 16.2107	\$ 24.3946	\$ 1,296.86	\$ 1,951.57	\$ 33,718.26	\$ 50,740.77
3250	DRUG TEST TECHNICIAN	BAR	7	N	\$ 14.7500	\$ 20.8933	\$ 1,180.00	\$ 1,671.46	\$ 30,680.00	\$ 43,458.06
3143	ENGINEERING TECH	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
7011	EQUIP OPER I	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
7012	EQUIP OPER II	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
7013	EQUIP OPER III	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04
7010	EQUIP OPR/TRANS STA	BAR	3	N	\$ 13.7500	\$ 16.4457	\$ 1,100.00	\$ 1,315.66	\$ 28,600.00	\$ 34,207.06
8001	FACIL READINESS SPEC	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04
7055	FLEET TECHNICIAN	BAR	50	N	\$ 17.0693	\$ 39.7732	\$ 1,365.54	\$ 3,181.86	\$ 35,504.14	\$ 82,728.26
8000	HAZ MATERIAL ATTEND	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
9011	LABORER I	BAR	2	N	\$ 13.5000	\$ 15.6179	\$ 1,080.00	\$ 1,249.43	\$ 28,080.00	\$ 32,485.23
9012	LABORER II	BAR	3	N	\$ 13.7500	\$ 16.4457	\$ 1,100.00	\$ 1,315.66	\$ 28,600.00	\$ 34,207.06
9018	LANDSCAPE MAINT WKR	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
7041	MAINTENANCE SUPV I	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04
7042	MAINTENANCE SUPV II	BAR	10	N	\$ 16.2107	\$ 24.3946	\$ 1,296.86	\$ 1,951.57	\$ 33,718.26	\$ 50,740.77
8021	MAINTENANCE WORKER	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98

**Alachua County Board of County Commissioners  
FY 18 - 19 Pay Plan - Bargaining - BAR**

12/5/2018  
Revised/Approved 1/8/2019

Class Code	Class Title	Pay	Range	Exempt OT	Minimum Hourly Rate	Maximum Hourly Rate	BiWeekly Minimum	BiWeekly Maximum	Annual Minimum	Annual Maximum
6200	MEDICAL BILL TECH	BAR	7	N	\$ 14.7500	\$ 20.8933	\$ 1,180.00	\$ 1,671.46	\$ 30,680.00	\$ 43,458.06
6180	OFFICE ASSISTANT	BAR	3	N	\$ 13.7500	\$ 16.4457	\$ 1,100.00	\$ 1,315.66	\$ 28,600.00	\$ 34,207.06
4010	PARK RANGER	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
9017	PARKS MAINTENANCE WORKER	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
7045	PARKS SUPERVISOR	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
6183	PARKS SVC/RENTAL ASSISTANT	BAR	5	N	\$ 14.2500	\$ 18.2351	\$ 1,140.00	\$ 1,458.81	\$ 29,640.00	\$ 37,929.01
6293	PARTS COORD	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
6350	PARTS MANAGER	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04
6224	PLANNING ASSISTANT	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04
3171	PLANS EXAMINER I	BAR	14	N	\$ 19.9301	\$ 30.9593	\$ 1,594.41	\$ 2,476.74	\$ 41,454.61	\$ 64,395.34
3172	PLANS EXAMINER II	BAR	15	N	\$ 20.9864	\$ 32.6002	\$ 1,678.91	\$ 2,608.02	\$ 43,651.71	\$ 67,808.42
3173	PLANS EXAMINER III	BAR	16	N	\$ 22.0988	\$ 34.3281	\$ 1,767.90	\$ 2,746.25	\$ 45,965.50	\$ 71,402.45
3174	PLANS EXAMINER IV	BAR	18	N	\$ 24.5034	\$ 38.0633	\$ 1,960.27	\$ 3,045.06	\$ 50,967.07	\$ 79,171.66
6185	RECORDS TECHNICIAN	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
3053	RIGHT OF WAY SPEC	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
9031	SOLID WASTE ATTEND	BAR	3	N	\$ 13.7500	\$ 16.4457	\$ 1,100.00	\$ 1,315.66	\$ 28,600.00	\$ 34,207.06
7017	SOLID WASTE IND MECHANIC	BAR	13	N	\$ 18.9270	\$ 29.4013	\$ 1,514.16	\$ 2,352.10	\$ 39,368.16	\$ 61,154.70
7016	SOLID WASTE OPERATOR	BAR	8	N	\$ 15.0000	\$ 22.0005	\$ 1,200.00	\$ 1,760.04	\$ 31,200.00	\$ 45,761.04



**Alachua County Board of County Commissioners  
FY 18 - 19 Pay Plan - Bargaining - BAR**

12/5/2018  
Revised/Approved 1/8/2019

Class Code	Class Title	Pay	Range	Exempt OT	Minimum Hourly Rate	Maximum Hourly Rate	BiWeekly Minimum	BiWeekly Maximum	Annual Minimum	Annual Maximum
6253	SR ACCOUNTING CLERK	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
6338	SR CODE/DEV SERV SPEC	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
3073	SR COMPUTER OPERATOR	BAR	11	N	\$ 17.0696	\$ 25.6874	\$ 1,365.57	\$ 2,054.99	\$ 35,504.77	\$ 53,429.79
8023	SR CUSTODIAN	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
6182	SR OFFICE ASSISTANT	BAR	5	N	\$ 14.2500	\$ 18.2351	\$ 1,140.00	\$ 1,458.81	\$ 29,640.00	\$ 37,929.01
3074	SR SUPPORT TECH	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
6223	STAFF ASSISTANT	BAR	7	N	\$ 14.7500	\$ 20.8933	\$ 1,180.00	\$ 1,671.46	\$ 30,680.00	\$ 43,458.06
6292	STOCK CLERK	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
3072	SUPPORT TECH	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
3142	SURVEY AIDE	BAR	7	N	\$ 14.7500	\$ 20.8933	\$ 1,180.00	\$ 1,671.46	\$ 30,680.00	\$ 43,458.06
3141	SURVEY TECHNICIAN	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
3085	TELECOMM TECH	BAR	14	N	\$ 19.9301	\$ 30.9593	\$ 1,594.41	\$ 2,476.74	\$ 41,454.61	\$ 64,395.34
7014	TRAFF MAINT TECH I	BAR	5	N	\$ 14.2500	\$ 18.2351	\$ 1,140.00	\$ 1,458.81	\$ 29,640.00	\$ 37,929.01
7015	TRAFF MAINT TECH II	BAR	6	N	\$ 14.5000	\$ 19.2016	\$ 1,160.00	\$ 1,536.13	\$ 30,160.00	\$ 39,939.33
6300	WAREHOUSE MANAGER	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74
3220	WASTE COLLECT INSP	BAR	12	N	\$ 17.9744	\$ 27.0488	\$ 1,437.95	\$ 2,163.90	\$ 37,386.75	\$ 56,261.50
9040	WEIGHMASTER	BAR	4	N	\$ 14.0000	\$ 17.3173	\$ 1,120.00	\$ 1,385.38	\$ 29,120.00	\$ 36,019.98
6207	WORK ORDER TECHNICIAN	BAR	9	N	\$ 15.3945	\$ 23.1667	\$ 1,231.56	\$ 1,853.34	\$ 32,020.56	\$ 48,186.74