

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852/MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2017 - September 30, 2020

Amended October 1, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Recognition	4
2 Management Rights	5
3 Non-Discrimination	6
4 No Strikes	7
5 Jury Duty - Witness Duty	8
6 Checkoff of Dues	9
7 Seniority	10
8 Leaves of Absence	14
9 Vacations	20
10 Holidays	23
11 Grievance Procedure	25
12 Hours of Work	29
13 Miscellaneous	32
14 Wages	34
15 Insurance	37
16 Union Membership	39
17 Educational Assistance Program	40
18 Waiver of Bargaining	44
19 Term	45
Addendum A - Drug Free Workplace and Drug Testing Policy	46
ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET AND CONSENT TO TEST AND RELEASE RECORDS	57
Addendum B –FY 2018-2019 Pay Plan	59

A G R E E M E N T

1
2
3
4
5
6
7
8
9
10
11

This AGREEMENT is collectively made and entered into as of this _____ day, and will become effective on October 1, 2017, by and between ALACHUA COUNTY and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852/Management Unit, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1293, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

ARTICLE 1

Recognition

Section 1-1. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the President of Local #3852 or 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;
7 to 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 for discussion and consultation prior to any sub-contracting
10 of County services which would affect members of the bargaining unit; to hire, train, promote,
11 demote, and transfer employees; to suspend, discipline or discharge for just cause and to lay off
12 employees for lack of work or for other legitimate reasons; to make and enforce rules of conduct
13 and regulations; to introduce new methods, materials, or facilities, to establish new job
14 classifications and eliminate job classifications, provided that the Union will be notified and
15 allowed an opportunity for discussion and consultation prior to the establishment of a new
16 classification or elimination of classifications affecting the bargaining unit; and to assign overtime
17 work.

1 ARTICLE 3

2 Non-Discrimination

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

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

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

ARTICLE 4

No Strikes

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

1 ARTICLE 5

2 Jury Duty - Witness Duty

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

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

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

1 ARTICLE 6

2 Checkoff of Dues

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

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

10 (b) the employee is terminated.

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

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

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

1 ARTICLE 7

2 Seniority

3 Section 7-1. Definition. Seniority is an employee's length of continuous service with the
4 County, dating from 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 twelve (12) months after which seniority shall date back to the date of hire as a
10 permanent employee. During such probationary period, a probationary employee shall not have
11 seniority and may be laid off, discharged, or otherwise terminated by the County and such action
12 shall not be subject to the grievance procedure of this agreement. During such time, an employee
13 will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

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

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

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

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

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

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

11 Section 7-4. Job Posting. In the event a job opening is to be filled, the vacancy shall be
12 posted for a minimum period of ten (10) working days on the County's website. An assessment
13 process will be utilized. If funding is available, it will be facilitated by a professional entity
14 contracted by the department. An interview panel, which shall be comprised of two (2) District
15 Chiefs, one (1) Assistant Chief, and the Fire Chief, will review the candidates, participate in the
16 interview and provide input and a recommendation to the Department Director on filling the
17 vacancy. The Department Director will also sit on the interview panel. The County agrees to
18 formally notify employees who are not selected for promotional opportunities. Such notification
19 shall be in writing and shall identify an employee's opportunity for further discussion with the
20 hiring supervisor(s) regarding the selection process.

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

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

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

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

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

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

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

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

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

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

1 ARTICLE 8

2 Leaves of Absence

3 Section 8-1. Sick Leave. All permanent employees shall earn four (4) hours of sick leave
4 with each bi-weekly pay period provided that the employee has been paid for at least three-fourths
5 (3/4) of the work shifts in the pay period. Time spent in collective bargaining negotiations shall
6 be considered as time worked for the purpose of sick leave accrual and employees on leave under
7 Section 7 of this Article shall not lose sick leave accrual for up to two (2) calendar weeks per year
8 of such Section 7 leave. Sick leave shall be earned as of the last day of the pay period. The
9 employee must be in active pay status for at least seventy-five percent (75%) of the pay period in
10 order to accrue sick leave. Persons who work a normal workweek averaging fifty-six (56) hours
11 shall accrue sick leave at the rate of 5.6 five point six hours per bi-weekly pay period, provided
12 the employee has been paid for at least three-fourths (3/4) of the work shifts in that pay period. At
13 the end of each fiscal year, an employee shall have the option of converting up to ten (10) days of
14 sick leave to vacation leave on a two (2) for one (1) basis. The conversion of sick leave will be
15 approved only if the employee has a remaining balance of sick leave of at least one hundred twenty
16 (120) hours, for fifty-six (56) hour per week employees and eighty (80) hours for forty (40) hour
17 per week employees, after the conversion. All requests to convert sick leave must be received by
18 Finance & Accounting prior to October 31. Upon separation from employment after ten (10)
19 years' service, an employee will be entitled to be paid for 50% of his or her accrued sick leave at
20 the current rate of pay. Employees hired on or after April 1, 2011, upon separation from
21 employment after (10) years of service will be entitled to up to a maximum payout of 500 hours
22 (1,000 hour accrual) for employees regularly scheduled to work either forty (40) or forty-eight
23 (48) hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual) for
24 employees regularly scheduled to work an average fifty-six (56) hour work week. Employees will
25 be permitted to accrue sick leave beyond the sick leave accrual cap, but will be limited to the
26 aforementioned cap for payout purposes.

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

1 in which case there will be no residency requirement), necessary doctor's appointments, injury,
2 disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be
3 required to supply proof of sickness, injury or disability. If an employee is sent to a physician of
4 the County's choosing for such purpose, the County will pay the expenses thereof. Utilization of
5 sick leave will be implemented according to the following definitions:

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

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

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

24 Section 8-4. Short-Term Military Leave. Short-Term military leave shall be granted for
25 purposes of attending military training in accordance with Chapter 115, Florida Statutes. An
26 employee in the United States Reserve Forces or National Guard shall be granted military leave
27 for training purposes with full pay and without loss of benefits. Such military leave shall not
28 exceed 17 working days (maximum 12-hour day) in a calendar year. A request for short-term
29 military leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or
30 followed by proper documentation as soon as possible.

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

22 Section 8-6. Personal Leave for Pregnancy Related Conditions. Permanent employees
23 shall receive personal leave without pay, except as provided for in Section 2 of this Article, for the
24 period of any absence from work caused by pregnancy-related condition. Such leave will be
25 contingent upon certification of the inability to return to work by the employee's attending
26 physician. If the employee desires to work beyond the twenty (20) weeks of the pregnancy, her
27 physician must provide a written statement of approval or a Physician's Evaluation of Pregnant
28 Employee Form to continue working after each visit by the employee.

29 Section 8-7. Personal Leave. Upon written request from an employee submitted
30 reasonably in advance, the County will grant a leave of absence without pay where good cause is

1 shown for one (1) or more days, but not to exceed thirty (30) days. This leave may be extended
2 or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the
3 opinion of the County, are satisfactory. In the operation of this section, the question of whether
4 an employee has accrued annual leave time shall not be considered. These leaves are intended to
5 be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave),
6 education, military service, or extenuating personal reasons. Leave requests under this section
7 shall not be arbitrarily or capriciously denied.

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

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

27 Section 8-9. Union Time Pool Leave. A time pool will be established under the provisions
28 of Section 8 of this Article. Union time pool leave shall be limited to conventions, grievance
29 hearings, contract negotiations, officers to attend regular monthly business meeting, and other
30 Union business mutually agreed upon by the County and the Union. This time may be used by any

1 Union member with approval from the Union President or Vice President. Requests shall be made
2 to the Department no later than the previous shift and no more than two (2) Union members
3 (inclusive of both IAFF Units) shall be off at any given time. These members shall not be counted
4 in the total numbers of employees permitted to take vacation leave under Article 9, Section 3.
5 Provided that approvals of such leave shall be at the discretion of the Chief or his/her designee.
6 All unused hours shall be carried over to the following calendar year.

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

17 Section 8-11. Bereavement Leave. An employee who has a death in his immediate family
18 will be granted a bereavement leave of up to five (5) consecutive days and not to exceed forty-
19 eight (48) work hours. Bereavement leave will not be charged to accrued vacation or sick leave.
20 Immediate family is described as father, mother, step-parents, spouse, children, step-children,
21 current father-in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-
22 law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current
23 grandparents-in-law, grandchildren, and legal guardian, and certified domestic partner.
24 Documentation may be required as a condition for approval of bereavement leave. The
25 Administrating Official may approve a longer period of bereavement leave.

26 Section 8-12. Attendance Award. Full-time, permanent employees hired prior to June 1 of
27 the calendar year, whose sick leave, family medical sick leave and/or leave without pay hours for
28 that calendar year does not exceed sixteen (16) hours for those employees working an eight (8)
29 hour shift, twenty (20) hours for those employees working a ten (10) hour shift, or 24 hours for
30 employees working a 24 hour shift, shall be credited with a ½ shift of paid personal leave. In the

1 event an employee does not utilize any sick leave, family medical sick leave or leave without pay,
2 (s) he shall be credited with paid personal leave equal to one of the employee's regular shifts. Paid
3 personal leave shall be taken at a time mutually convenient to the employee and the department,
4 shall require prior supervisory approval, and shall be used within three-hundred and sixty-five
5 (365) days from the Annual Awards Ceremony date.

6 Section 8-13. Time Off For Voting. On Election Day, employees who are registered to
7 vote will be allowed time off with pay to vote if their scheduled hours of work do not allow
8 sufficient time to vote. Any such employees must advise their immediate supervisor of a potential
9 time conflict at least forty-eight (48) hours prior to Election Day. In the event such notice is not
10 practicable, the supervisor will make every effort to accommodate the employee.

1 ARTICLE 9

2 Vacations

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

6
7 BI-WEEKLY PAY PERIODS

	40-Hour Work Week	56-Hour Work Week
	Bi-Weekly	Bi-Weekly
<u>Length of Service</u>	<u>Accrual</u>	<u>Accrual</u>
11 Less than 1 year (1)	3.24	4.53
12 1 year but less than 5	3.85	5.38
13 5 years but less than 10	4.61	6.46
14 10 years but less than 15	5.38	7.54
15 15 years and over but less than 20	6.92	9.69
16 20 years but less than 25	8.46	11.85
17 25 + years	9.23	12.92

18 Employees are not eligible to use or to be paid for accrued annual leave until they have
19 satisfactorily completed their initial probationary period except as provided in Section 9.4 of this
20 article. The employee must be in active pay status for at least seventy-five percent (75%) of the
21 pay period in order to accrue vacation leave.

22 Section 9-2. Vacation Pay. Vacation pay shall be calculated at the employee's regular
23 straight time rate for the number of hours the employee would have worked during the week(s) he
24 or she would have worked had vacation not been taken.

1 Section 9-3. Selection of Vacations. Schedules of the available vacation periods for the
2 next calendar year, including all fifty-two (52) weeks of each year, will be posted by October 1 of
3 the preceding year. The Department must receive all bids by November 1 of the year. The vacation
4 bid calendar must be posted by November 30. Vacations will be bid in each classification by
5 seniority: two (2) District Chiefs may be off on bided vacation on the same day, contingent on
6 coverage by another District Chief. Requests will not be arbitrarily and capriciously denied. No
7 employee will be allowed to bid vacation in excess of the amount (s)he has accrued, or will accrue,
8 during the next calendar year, including the amount of sick leave that the employee may be eligible
9 to convert in October of that year.

10 Section 9-4. Utilization of Vacation. Employees will be allowed to accrue vacation leave
11 with no cap during the calendar year, but will only be allowed to carry 280 hours for employees
12 assigned to a 40-hour work week or 392 hours for employees assigned to a 56-hour work week to
13 the following calendar year. Employees hired on or after April 1, 2011, shall be allowed to accrue
14 vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred
15 and forty (240) hours of vacation over to the next calendar year for employees assigned to a 40
16 hour work week or 336 hours for employees assigned to a 56 hour work week.

17 Employees who terminate shall be paid for any accrued vacation earned to the date of
18 termination but not taken, up to a maximum of two hundred and eighty (280) hours (three hundred
19 ninety-two (392) hours for fifty-six (56) hour employees). Employees hired on or after April 1,
20 2011, upon separation from employment will be entitled to up to a maximum payout of two
21 hundred and forty (240) hours for employees regularly scheduled to work a forty (40) hour work
22 week or three hundred and thirty-six (336) hours for employees assigned to a 56 hour work week.

23 For employees assigned to a fifty-six (56) hour work schedule, vacations to the extent
24 feasible may be taken in increments of less than one week, but not less than a minimum of two
25 hours with subsequent increments of fifteen (15) minutes. In the event that vacation time is used
26 for educational purposes the time can be taken as a two (2) hour minimum with additional fifteen
27 (15) minutes increments up to twenty-four (24) hours, if there is sufficient staffing and no overtime
28 is generated. For fifty-six (56) hour employees, vacation time may be used for unscheduled
29 purposes after the start of the employee's assigned shift, upon approval of supervision and with as
30 much notice as is practical, provided there is sufficient staffing personnel to cover the shift and no

1 overtime is generated. For fifty-six (56) hour employees, the deadline for submitting leave
2 (Floating Holiday, Military Leave or Vacation Leave) is ninety-four hours before the leave will
3 begin. The deadline for canceling leave (Floating Holiday, Military Leave or Vacation Leave) is
4 ninety-six (96) hours before the leave will begin. For employees assigned to a forty (40) hour
5 work schedule, vacations to the extent feasible may be taken in increments of fifteen (15) minutes
6 with subsequent increments of fifteen (15) minutes. For forty (40) hour employees, vacation time
7 may be used for unscheduled or scheduled purposes upon approval by their supervisor and with as
8 much notice as possible.

1 ARTICLE 10

2 Holidays

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

5 New Year's Day

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

7 Memorial Day (last Monday in May)

8 Independence Day

9 Labor Day

10 Veterans' Day

11 Thanksgiving Day

12 Friday after Thanksgiving

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

15 Christmas Day

16 Two (2) Floating Holidays (to be taken during the fiscal year) Floating Holidays are to be
17 taken as full shifts and are not to be divided into hours for purposes of use.

18
19 Section 10-2. Weekend Holiday. Holidays will be observed on the day of their occurrence
20 except that Sunday holidays shall be observed on the following Monday and Saturday holidays
21 shall be observed on the preceding Friday, provided that employees who work on a twenty-four
22 (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it
23 actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

24 Section 10-3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a
25 regular workday for an employee and if (s)he is permitted to be off that day due to the holiday,

1 (s)he shall be paid for the number of hours (s)he would have worked in a normal work shift at
2 his/her regular straight time rate provided (s)he works at least 50% of the regularly scheduled
3 workday immediately preceding the holiday and immediately following the holiday, unless the
4 employee is on approved paid leave for at least 50% of both days.

5 If the holiday occurs on a day which is a regularly scheduled day off for the fifty-six (56)
6 hour employee, (s)he will receive additional pay for that workweek equal to one-half of the
7 employees' shift. For an forty (40) hour employee, If the holiday falls (or is observed on a regularly
8 scheduled day off), (s)he will have the option of receiving compensatory time or pay equal to one
9 normal work shift not to exceed ten hours. Employees hired on or after April 1, 2011 shall not be
10 eligible to receive Holiday Pay as described in this section (10.3) for holidays that occur on a day
11 which is their regularly scheduled day off.

12 Section 10-4. Holiday Work. An employee who is regularly required to work on holidays
13 shall be paid his/her regular hourly rate at a multiplier of two (2).

14 Section 10-5. Holiday during Vacation. In case a holiday is observed on any day during
15 an employee's vacation, the holiday will be paid as in Section 3 above and will not be charged to
16 the employee's accrued vacation leave.

17 Section 10-6. Floating Holiday for 56 Hour Employees. All such employees shall be
18 allowed time off with pay for twenty-four (24) hours for each of the floating holidays.

1 ARTICLE 11

2 Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Section 11-6. Untimely Performance Reviews.

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

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

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

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

26 B. If the employee feels that performance review factors in the current review instrument do
27 not accurately reflect the duties assigned to his/her position, (s)he may request a copy of the

- 1 performance review form and reexamination of the performance review instrument by the
- 2 Personnel Director. Such request must be made prior to the completion of the performance review.

1 ARTICLE 12

2 Hours of Work

3 Section 12-1. Workday; Workweek. Some employees may be assigned to a normal
4 workday of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours. The
5 County may assign forty (40) hour workweek employees any combination of workday hours in a
6 workweek in order to ensure full coverage for county operations. All employees will be made
7 aware of their weekly work schedules at least two (2) weeks in advance, unless there is an
8 emergency or extenuating circumstance that do not allow for the advance notice.

9 Section 12-2. Additional Shift Assignment. In the event an employee in the District Chief
10 classification has worked Additional Hours, to fill a District Chief vacancy (no minimum hours);
11 is assigned to act as a District Chief in charge of a special event (no minimum hours) he/she will
12 be paid additional hours at the employee's current hourly rate, for the number of hours worked or
13 the employee may elect to accrue compensatory time, on an hour for hour basis. Any hours that a
14 District Chief works while waiting for relief will be paid as Additional Hours. These hours do not
15 include completing any shift assignment once the District Chief is relieved. When position
16 vacancies occur, the department will fill the positions by utilizing the out-of-class list. Employees
17 who meet all of the minimum qualifications required to test for the District Chief position will be
18 used first. To be eligible to fill the vacant position, employee must have demonstrated competency
19 in that higher classification through evaluation exercises administered by the Department training
20 staff. If employees are scheduled to work out-of-class and someone calls in for leave after 1800
21 hours for the next day, employees shall stay as they are scheduled and the vacant position will be
22 filled in the lower classification. If sufficient staffing is not available, the District Chief with the
23 fewest additional hours will be offered the additional hours first. In the event two (2) or more
24 District Chiefs has the same number of additional hours, the assignment will be offered in seniority
25 order. As employees accept additional hours, the hours will be added to their buckets. All buckets
26 will be reset each January 1. If no fifty-six (56) hour District Chief accepts the offer of additional
27 shift assignment, the 40 hour District Chief will be offered the assignment. In the event no District
28 Chief accepts the offer of an additional shift assignment, offers will be made to overtime out-of-
29 class assignment to an eligible employee on the affected shift in the General IAFF Bargaining

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

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

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

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

24 Section 12-5. Trade Time Policy. Upon prior approval of the Chief of Fire/Rescue or
25 his/her designee, an employee may agree with another employee of the same classification
26 (District Chief) to work in place of said employee during his/her regularly scheduled work
27 assignment, subject to the following restrictions.

28 (a) No employee shall be permitted to have another employee substitute for him/her in
29 excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).

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

22 Section 12-6. Flex Time Policy. Forty (40) hour employees may utilize a flex
23 schedule due to extended work obligations including, but not limited to, training, assessments,
24 planning, etc. The Department Director or designee (employee supervisor) may authorize the use
25 of a flex schedule. Salaried employees must flex their work hours within the bi-weekly pay period.
26 Hourly employees must flex their work hours within the pay week. Should there be insufficient
27 opportunity to utilize the flex schedule within the pay period; the employee shall have the choice
28 of utilizing compensatory time upon the approval of their immediate supervisor.

1 Article 13

2 Miscellaneous

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

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

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

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

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

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

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

1 ARTICLE 14

2 Wages/Compensation

3 Section 14-1. Classification and Pay Plan. Effective with the start of the first full pay
4 period commencing on or after October 1, 2018 and all members covered by this Agreement shall
5 be paid in accordance as set forth in the Pay Plan assigned to the IAFF Management Bargaining
6 Unit (Addendum B).

7 Section 14-2. Minimum Increases. Employees employed effective with the start of the
8 first full pay period commencing on or after October 1, 2018, shall receive an increase of three
9 percent (3%) across the board for all members covered by this Agreement.

10 Section 14-3. Promotional Pay. Effective October 1, 2018, employees promoted from the
11 IAFF General Unit into a Captain position will be limited to receive an annual increase in
12 compensation equal to five percent (5%) or base of the new range, whichever is greater. Employees
13 promoted from the IAFF General Unit into Captain after October 1, 2018 will be limited to receive
14 an additional annual increase in compensation equal to five percent (5%) if they are later promoted
15 to District Chief. Employees from the IAFF General unit promoted directly to District Chief will
16 receive annual compensation increase according to Board policy on promotions. Employees hired
17 from outside of the organization will be brought in at no higher than five percent (5%) above base.

18 Section 14-4. Floating Floor Pay. Employees covered by this Agreement shall receive a
19 wage increase if a newly hired/promoted employee enters or promotes within the bargaining unit
20 at a higher salary within the same classification with less seniority as the incumbent employee.
21 The affected employee(s) salary will be increased by two percent (2%) greater than the new
22 employee's rate of pay. Such an increase shall occur effective the first full pay period after the new
23 employee's promotion.

24 Section 14-5. Pay Adjustment for Out-of-Classification Assignment. In the event an
25 employee is assigned on a temporary basis to a higher level position for a minimum of a two (2)
26 week period, the employee will receive a five percent (5%) increase to his/her current regular rate
27 of pay. An employee assigned to out of class status must meet the minimum requirements of the
28 position, unless otherwise approved by the County Manager. An employee assigned partial duties
29 of a higher-level position will not be required to meet the minimum requirements of the position.

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

6 Section 14-7. Pay Plan Adjustment. An employee in a classification whose salary range
7 is adjusted upward shall receive a percentage salary increase equal the percentage increase of the
8 minimum of the range. If the salary range of a classification is adjusted downward, the salaries of
9 the current employees in that classification will not be affected. The Administrating Official may
10 limit the percentage salary increase for all employees in affected classifications. Effective October
11 1, 2018, all Captains' positions will receive a onetime pay adjustment to Range 22. Any employees
12 currently in the position will receive a salary adjustment in accordance with this Section effective
13 the first full pay period after October 1, 2018.

14 Section 14-8. 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 lump sum incentive pay upon completion and receipt of a job related
17 certification or license. Professional certifications that are required as minimum qualifications for
18 a position and certifications obtained by department directors or division heads are not qualified
19 for the incentive pay. Employees are eligible for a maximum of three certifications for each job
20 classification.

21 Section 14-9. Retention Pay. No more than once during a fiscal year the department
22 director may increase the compensation of any employee up to the midpoint of the salary range of
23 the current classification. Increases beyond the midpoint of the salary range require approval of
24 the Administrating Official. Budgetary constraints must be followed when making compensation
25 decisions.

26 Section 14-10. Technical Pay. The County agrees to compensate employees bi-
27 annually who are certified and assigned to the specialties listed below:

<u>Technical Assignment</u>	<u>Rates</u>
Hazardous Materials Team	\$640.00

1 USAR Team \$640.00

2 Technical pay shall be paid half (1/2) in January and half (1/2) in July of each year for the
3 appropriate service(s) rendered during the previous six (6) months.

1 ARTICLE 15

2 Insurance

3 Section 15-1. Group Health Insurance Benefits. If there are to be any changes in
4 premiums or benefit levels, the County will notify the Union. Any changes in the premiums or
5 benefits provided by the insurance program will involve the active participation of the Union if it
6 chooses; however, the County will not be required to negotiate levels of premiums or benefits with
7 the Union.

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

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

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

18 Section 15-4. Retiree Health Insurance Subsidy. The County and Union agree that
19 beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy.
20 The subsidy is \$3 per month for each year of service with Alachua County. In order to qualify for
21 this subsidy the retired employee must have worked for Alachua County for at least six (6) years,
22 and currently have health insurance with Alachua County. The minimum monthly subsidy is \$18
23 (6 years); the maximum is \$90 per month (30 years). Each month the retired employee will receive
24 a check from Alachua County. If in the future the retired employee cancels the retiree health
25 insurance with Alachua County, an annual certification form showing proof of health insurance
26 elsewhere must be forwarded to Risk Management to continue receiving the monthly subsidy.
27 Retirees in the State's Florida Retirement System (FRS) who have entered into the Deferred
28 Retirement Option Program (DROP) are not eligible to receive the County's health insurance
29 subsidy until their participation in DROP ends. Time in DROP will not count towards years of

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

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

ARTICLE 16

Union Membership

Section 16-1. 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 17

2 Educational Assistance Program

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

6 Section 17-2. General Fund.

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

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

16 Section 17-4. Conditions of Approval or Payment

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

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

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

9 Section 17-5. Application Procedure.

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

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

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

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

9 Section 17-8. Classes on County Time.

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

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

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

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

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

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

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

1 Section 17-9. General Provisions.

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

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

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

1 ARTICLE 18

2 Waiver of Bargaining

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

ARTICLE 19

Term

This Agreement shall 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 at least ninety (90) calendar days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight. The Union and/or the County may reopen two (2) articles of their choice in 2018-2019 and 2019-2020, upon written notice to the other party of their intention to modify the Agreement. WHEREUPON the parties have set their hands and seals as of this _____ day of _____, 2018.

ALACHUA COUNTY, FLORIDA

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #3852

BY:



BY:



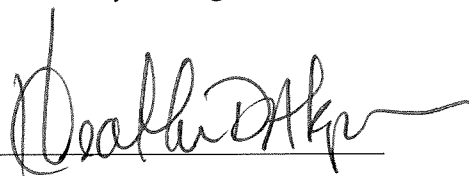
Michele Lieberman, Esq.


James Clifford

County Manager

Local #3852/IAFF Management

BY:



APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

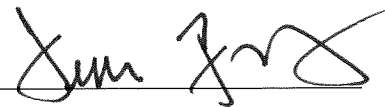
Heather Akpan

Human Resources Director

BY:



BY:



Lee Pinkoson, Chair

Jesse K. Irby II

Alachua County Commission

Clerk of Court

1 Addendum A

2 DRUG FREE WORKPLACE AND DRUG TESTING POLICY

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

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

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

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

20 Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts
21 responsibility for providing channels of help. However, it is the employee's responsibility to seek
22 such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected.
23 But, if the employee does not seek help and a work performance or work conduct problem comes
24 to the attention of the County, then disciplinary action will result. Any employee who refuses to
25 submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of
26 clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her
27 eligibility for all worker's compensation medical and indemnity benefits and will be disciplined,
28 up to and including termination.

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

4 The County will provide a one-time written notice to all employees as required by Section
5 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any
6 pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards
7 and a general statement that the County will test all job applicants will be included on vacancy
8 announcements.

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

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

13 (a) Pre-employment - Any final candidate for a position within Alachua County shall
14 be required to take a drug urinalysis and/or blood test prior to initial employment.
15 Any applicant whose test results indicate present alcohol or drug abuse will not be
16 hired.

17 (b) Position Change - Any current employee who is the final candidate for a posted
18 position, whether internal or external, shall be required to take a drug urinalysis and
19 alcohol test prior to the final offer for the new position being extended. Any
20 employee applicant who's confirmed test results indicate present alcohol or drug
21 abuse will not be hired into the new position, and is subject to all other provisions
22 of this policy.

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

26 (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or
27 has used drugs in violation of this policy drawn from specific objective and
28 articulable facts and reasonable inferences drawn from those facts in light of

1 experience. Approval for such testing shall be authorized only by the Personnel
2 Director. Among other things, such facts and inferences may be based upon;

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

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

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

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

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

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

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

21 (e) Follow-up - If an employee, in the course of employment, has a confirmed positive
22 drug or alcohol test and subsequently accesses the Employer Assistance Program
23 for drug related problems or enters an alcohol and drug rehabilitation program, the
24 County will require the employee to submit to a drug and/or alcohol test upon
25 completion of such program as a follow-up to such program, and on a quarterly,
26 semiannual or annual basis, at the County's option, for two (2) years thereafter. If
27 an employee tests positive within eighteen (18) months of completing the two (2)
28 year random follow-up testing for a prior positive drug test, the employee will be

1 considered to have failed a second test, and will be subject to disciplinary action in
2 accordance with this policy. The County will transport the employee to the testing
3 facility. Follow up testing will be conducted in conjunction with either the
4 beginning or end of the employee's shift.

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

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

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

17 (3) Reasonable Suspicion - Same as for other employees.

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

26 (5) A confirmed blood alcohol level of .02%, but less than .04% will require
27 that the employee be removed from performing all duties requiring a CDL
28 for a minimum of eight (8) hours, or until a re-test shows the employee's
29 blood alcohol content has dropped below .02%. If an employee has a

1 confirmed blood alcohol level of .04% or greater, the employee may not
2 return to a function requiring a CDL until, at a minimum:

3 (1) the employee undergoes an evaluation, and where necessary,
4 treatment; and

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

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

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

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

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

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

17 Alcohol

18 Amphetamines

19 Cannabinoids

20 Cocaine

21 Phencyclidine

22 Methaqualone

23 Opiates

24 Barbiturates

25 Benzodiazepines

1 Methadone

2 Propoxyphene

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

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

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

10 Amphetamines 1000 ng/ml

11 Cannabinoids 50 ng/ml

12 Cocaine 300 ng/ml

13 Phencyclidine 25 ng/ml

14 Methaqualone 300 ng/ml

15 Opiates 300 ng/ml

16 Barbiturates 300 ng/ml

17 Benzodiazepines 300 ng/ml

18 Methadone 300 ng/ml

19 Propoxyphene 300 ng/ml

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

23 (c) Confirmation Test - All specimens identified as positive on the initial tests shall be
24 confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS)
25 test, or an equivalent or more accurate scientifically alcohol will be confirmed using

1 gas chromatography. All confirmations shall be done by quantitative analysis. The
2 following confirmation cutoff levels shall be used when analyzing specimens to
3 determine whether they are positive or negative for these drugs or metabolites. All
4 levels equal to or exceeding the following shall be reported as positive:

5 Alcohol (CDL holders only)	.02% (by breath alcohol testing)
6 Alcohol (all other testing)	.05g% (by blood)
7 Amphetamines	500 ng/ml
8 Cannabinoids	15 ng/ml
9 Cocaine	150 ng/ml
10 Phencyclidine	25 ng/ml
11 Methaqualone	150 ng/ml
12 Opiates	300 ng/ml
13 Barbiturates	150 ng/ml
14 Benzodiazepines	150 ng/ml
15 Methadone	150 ng/ml
16 Propoxyphene	150 ng/ml

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

- 20 (d) The laboratory shall report test results to a medical review officer chosen by the
21 County to act on its behalf. These results shall be reported within seven (7) working
22 days after receipt of the specimen by the laboratory. The laboratory shall transmit
23 results to the medical review officer (MRO) in a manner designated to ensure
24 confidentiality of the information. Unless otherwise requested by the County or
25 the employee that records be retained for a longer period of time, all records

1 pertaining to a given specimen shall be retained by the laboratory for a minimum
2 of two (2) years.

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

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

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

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

28 Section 7. Rehabilitation. Any employee who feels that (s)he has developed an addiction
29 to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek

1 assistance. Employees may seek such assistance through the County sponsored Employee
2 Assistance Program (EAP) or other community resources.

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

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

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

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

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

- 25 (1) They contact EAP or other rehabilitation resource and strictly adhere to all terms
26 of treatment and counseling prescribed; and
27 (2) They immediately cease any and all abuse of alcohol or drugs; and

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

7 (4) They pass all drug tests administered under this program.

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

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

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

19
20 _____

21 Michele Lieberman, Esq.

Brett Sandlin

22 County Manager

President, Local #3852, IAFF/Management

23
24 _____

25 Date

Date

26

1 _____

2 Heather Akpan

3 Human Resources Director

4 _____

5 Date

6

1 ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY
2 DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET
3 AND CONSENT TO TEST AND RELEASE RECORDS
4

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

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

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

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

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

28

1 _____

2 Employee or Final Candidate Signature

Employee Name Printed

3 _____

4 Date of Birth

Date/Time Signed

5 _____

6 Department

Position

7 _____

8 Witness

9

10 For Final Candidates Only:

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

12 _____, located at _____, Gainesville,

13 Florida, on _____ at _____.

Alachua County Board of County Commissioners
 FY 18 - 19 Pay Plan - Bargaining - Fire Mgmt - FMB, MFU

Approved by Board on 10/09/18
Addendum B for CBA

CLASS CODE	Class Title	Pay	Range	OT Exempt	Minimum Hourly	Maximum Hourly	B/W Weekly Minimum	B/W Weekly Maximum	Annual Minimum	Annual Maximum
2618	BUREAU CHIEF/TRRAIN	FMB	19	Y	\$ 25,3209	\$ 40,5625	\$ 2,025.67	\$ 3,245.00	\$ 52,667.47	\$ 84,370.00
2635	CAPT/TRRAINING	FMB	22	Y	\$ 29,5639	\$ 47,3598	\$ 2,365.11	\$ 3,788.78	\$ 61,492.91	\$ 98,508.38
2629	CAPTAIN/STAT MGR 40	FMB	22	Y	\$ 29,5639	\$ 47,3598	\$ 2,365.11	\$ 3,788.78	\$ 61,492.91	\$ 98,508.38
2638	CAPTAIN/STAT MGR 56	MFU	22	Y	\$ 21,1171	\$ 33,8285	\$ 2,365.12	\$ 3,788.79	\$ 61,493.00	\$ 98,508.59
2616	DISTRICT CHIEF 40	FMB	23	Y	\$ 31,1309	\$ 49,8697	\$ 2,490.47	\$ 3,989.58	\$ 64,752.27	\$ 103,728.98
2615	DISTRICT CHIEF 56	MFU	23	Y	\$ 22,2365	\$ 35,6212	\$ 2,490.49	\$ 3,989.57	\$ 64,752.69	\$ 103,728.93

MEMORANDUM OF UNDERSTANDING

Between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS (County)

and

LOCAL #3852/IAFF MANAGEMENT UNIT (Union)

EFFECTIVE 2018 FY

The County and the Union agree to the following changes to Article 15, Insurance to run concurrent with current collective bargaining agreement, which expires September 30, 2020.

INSURANCE

Effective with the October 1, 2018, Health Plan year, with premiums starting with the September 7, 2018, paycheck, employees have the option to enroll in BlueOptions 05781 High Deductible Health Insurance Plan (HDHP) with a health reimbursement account (HRA).

HDHP Costs:

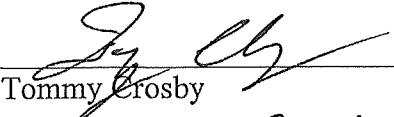
Employees who enroll in the individual coverage option under the HDHP shall be responsible to pay for five percent (5.0%) of the total premium for this individual coverage and the District will fund ninety-five (95%) percent of the total premium for individual coverage.

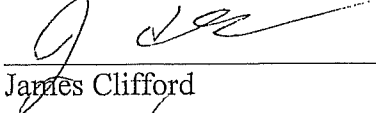
Employees who enroll in the family plus one/dependent coverage option under the HDHP shall be responsible to pay for eighteen point fifty seven percent (18.57%) of the total premium for this dependent care coverage and the District will fund eighty-one point forty-three (81.43%) percent of the total premium for this dependent coverage.

IN WITNESS WHEREOF, the parties hereunto set their hands this 23 day of August, 2018.

Alachua County Board of County Commissioners

Local #3852/IAFF Management Unit


Tommy Crosby 8/28/18


James Clifford


8/23/18

8/23/18