

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

**and**

**NORTHEAST PUBLIC EMPLOYEES' LOCAL 630**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**October 1, 2007 - September 30, 2010**

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## AGREEMENT

This AGREEMENT will become effective on October 1, 2007, by and between ALACHUA COUNTY and the NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, the certified bargaining agent in Public Employees Relations Commission Order No. 98E-202, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Union.

## ARTICLE 1

### Recognition

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

## ARTICLE 2

### Management Rights

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

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

## ARTICLE 3

### Non-Discrimination

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

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

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

## ARTICLE 4

### No Strikes

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

## ARTICLE 5

### Jury Duty - Witness Duty

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

Section 2. Witness Duty. Any employee, upon the request and for the benefit of the County, who attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, shall be paid as if engaged in the employee's normal work. Any employee subpoenaed on his/her scheduled workday to any legal or court proceeding in which the employee is not personally or monetarily interested, shall be paid as if engaged in the employee's normal work. Time spent traveling to and from such proceeding and wait time related to the employee's testimony that occurs during the employee's regularly scheduled work hours, shall be considered as time worked.

Section 3. Fees. Any fees received as a juror or witness while being paid as a County employee shall be reimbursed to the County as a condition of approval for any civil leave request.

## ARTICLE 6

### Check-off of Dues

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

- (a) the employee gives written notice to the County and the Union revoking the dues deduction authorization;
- (b) the employee is terminated; or
- (c) the employee is transferred out of the bargaining unit.

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

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

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

## ARTICLE 7

### Seniority

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

Section 2. Probationary Employees. A new employee shall be considered a probationary employee for six (6) months after which seniority shall date back to the date of hire. During such probationary period, a probationary employee shall not have seniority and may be laid off, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this agreement. If deemed necessary and approved by a department director, an employee's probationary period may be extended for a period not to exceed three (3) additional months. An employee and the Union will be notified in writing of the decision to extend the probationary period prior to the end of the original six (6) months. During such time, an employee will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

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

Employees who receive a promotion, or who transfer to a different classification, shall be on probation in that classification for a period of three (3) months after which, if they are not

retained, they shall be returned to their former classification if it exists and there is a vacancy available. The position from which the employee has been promoted or transferred will not be permanently filled for three (3) months unless operational needs require that it be filled.

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

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

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

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

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

Section 4. Job Posting. Notice of a position vacancy in any existing or newly created position which may be filled by an employee covered by this Agreement shall be posted for a period of five (5) working days on appropriate bulletin boards. The County may elect not to post

a vacancy if there is a qualified County employee who requests a lateral transfer or voluntarily seeks a lower rated position, or who is being reduced or disqualified from a higher rated position. The Union shall be notified in advance of a position being filled in this manner. Any employee of the County who is interested in filling the vacancy shall apply in writing to the Human Resources Director or designee. If a subsequent vacancy in the same classification occurs during the posting period or interview stage of the first vacancy, a department may elect to fill the subsequent vacancy without posting the position again. The department may select from the same pool of applications received for the initial vacancy. If the selected applicant is separated from employment within 60 days of hire, the department director may select from the pool of applicants received for the initial vacancy. Temporary transfers or assignments may be made until the position is filled, as well as at other times. All employees are encouraged to seek promotions to non-bargaining unit positions; however, it is understood that this Agreement does not require that bargaining unit employees be chosen to fill a non-bargaining unit position. The County agrees to formally notify employees who are not selected for promotional opportunities. Such notification shall be in writing and shall identify an employee's opportunity for further discussion with the hiring supervisor(s) regarding the selection process.

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

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

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

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for three (3) consecutive work days without notification to the

County; unless notification would have been impossible;

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

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

## ARTICLE 8

### Leaves of Absence

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

Section 2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family resident with him or her (except in the case of children, step-children, parents, step-parents, and current parents-in-law, in which case there will be no residency requirement), necessary doctor's appointments, injury, disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be required to supply proof of sickness, injury or disability, in accordance with (d) below or upon other evidence of abuse. If an employee is sent to a physician of the County's choosing for

such purpose, the County will pay the expenses thereof. Utilization of sick leave will be implemented according to the following definitions:

- (a) Sick leave instance: Any absence due to sickness, illness, or injury that is not work related, for any number of consecutive work days or parts thereof.
- (b) Verified sick leave: Any sick leave instance verified by medical certification, including illness in the employee's immediate family.
- (c) Unverified sick leave: Any sick leave instance for which no medical certification is provided.
- (d) Abuse of sick leave:
  - 1. Use of more than four (4) instances of unverified sick leave in a ninety (90) day period.
  - 2. A pattern of unverified sick leave or use of unverified sick leave in combination with days off, holidays off, or other time off.
  - 3. Any combination of 1 and 2 above.
- (e) Critical attendance employee:
  - 1. Any employee who abuses sick leave as defined by (d) 1, 2, or 3 above. Such employee will be placed on a critical list for three (3) months during which time medical certification will be required for approval of sick leave. After the three (3) month period attendance will be reevaluated.
  - 2. At the time of reevaluation, it will be determined whether unverified sick leave use has ceased and sick leave use has reached acceptable standards.

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

percent (100%) of the employee's regular base rate.

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

Section 5. Long-Term Military leave shall be granted in accordance with Chapter 115, Florida Statutes and Chapter 250, Florida Statutes. An employee in the United States Reserve Forces or National Guard ordered to active military duty for purposes other than training shall be granted long-term military leave without loss of leave or seniority, under the following conditions: An employee ordered to active military duty during a declared war or time of war shall receive full pay and benefits for the first 30 days of the long-term military leave; and supplemental pay only beginning on the 31<sup>st</sup> day of the long-term military leave, not to exceed 180 calendar days of absence. Supplemental pay is an amount necessary to bring the employee's total salary, including the base military pay and the supplemental pay, to the level earned from County employment at the time the absence for long-term military leave began. The County's contribution to health insurance will cease after the first 30 days. Leave will not be accrued after the first 30 days. The department director is responsible for submitting an Employee Action Form when the employee is entitled to supplemental pay under this policy. An employee in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida Statutes, shall receive full pay and benefits for up to 30 days at any one time. Following such an absence for state active duty, the employee must perform the employee's County work for at least one full shift before being eligible for another period of long-term military leave for state

active duty. Long-term military leave for other purposes shall be without pay, unless an exception is granted by the Administrating Official for unusually compelling circumstances. An employee who is granted long-term military leave shall retain seniority rights. A request for long-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by proper documentation, including military orders, as soon as possible.

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

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

upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of absence shall not be arbitrarily or capriciously denied.

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

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

Section 9. Bereavement Leave. An employee who has a death in his immediate family will be granted a bereavement leave of up to one (1) work week and not to exceed 48 work hours. Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is described as father, mother, step-parents, spouse, children, step-children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law,

grandchildren, and legal guardian, and certified domestic partner. The Administrating Official may approve a longer period of bereavement leave. Documentation may be required as a condition for approval of bereavement leave.

Section 10. Paid Personal Leave. Full-time, permanent employees hired prior to June 1 of the calendar year, whose sick leave and/or leave without pay hours for that calendar year do not exceed sixteen (16) hours for those employees working an eight (8) hour shift, twenty (20) hours for employees working a ten (10) hour shift, shall be credited with paid personal leave hours equal to one-half of the employee's regular work day. In the event an employee does not utilize any sick leave or leave without pay, such paid personal leave will be increased to one of the employee's regular full shifts, not to exceed ten (10) hours. Paid personal leave shall be taken at a time mutually convenient to the employee and the department, shall require prior supervisory approval, and shall be used in the subsequent calendar year.

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

Section 12. Volunteer Leave . Volunteer Leave allows bargaining unit employees of Alachua County to spend up to one (1) hour per week (52 hours per year) working at a government or non-profit agency that meets child, elder, human or environmental needs, in accordance with the Alachua County Volunteer Leave Policy in the Administrative Procedures Manual.

Section 13. Deployment Under Federal Request. Personnel deployed under Federal request will utilize approved leave during the time of deployment, which is defined as vacation leave, compensatory leave, floating holidays, leave of absences without pay for up to thirty (30) days and/or management reassignment approved by the Administrating Official. Personnel deployed

at Federal request will be compensated by the requesting agency according to the Federal pay plan.

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

ARTICLE 9

Vacations

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

BI-WEEKLY PAY PERIODS

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

Section 2. Vacation Eligibility. Employees are not eligible to use or be paid for accrued annual leave until they have satisfactorily completed their initial probationary period with the Board of County Commissioners. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn vacation hours on a pro-rated basis (percentage of a forty (40) hour week times the appropriate accrual rate).

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

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

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

Section 5. Utilization of Vacation. Employees shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and eighty (280) hours of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of two-hundred and eighty (280) hours. The minimum amount of vacation leave taken shall be one (1) hour and then in fifteen (15) minute increments thereafter provided, employees give notice no later than the previous day, if they arrange for their own transportation and the request is otherwise approved. Vacation time may be used for extraordinary unscheduled purposes upon approval of supervision and with as much notice as is practical.

ARTICLE 10

Holidays

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

New Year's Day

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas

Martin Luther King Jr.'s Birthday (observed in conjunction with School Board).One (1) additional holiday to be designated by the County Manager in conjunction with Christmas Day

Two (2) Floating Holidays (to be taken during the fiscal year)

Section 2. Weekend Holiday. Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees who are scheduled to work on weekends shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

Section 3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall be paid for the number of hours (s)he would have normally worked on that day at his/her regular straight time rate provided (s)he works or is in a pay status for at least fifty percent (50%)

of regularly scheduled hours of both shifts/days immediately preceding the holiday and immediately following the holiday, unless the employee is absent on either day with a satisfactory excuse. The Employer agrees that schedules shall not be changed to preclude the payment of holiday pay.

If the holiday occurs on a day which is a regularly scheduled day off for the employee, (s)he will receive additional pay for that workweek equal to one of that employee's regular work shifts at straight time, or upon the employee's request, and with the supervisor's approval, the employee may take a different day off during that work week as the holiday, in lieu of the additional pay. While a holiday not worked shall count as hours worked for the purpose of calculating overtime, those hours shall not be paid at the overtime rate. For purposes of this section, the "employee's regular work shift" is calculated by dividing the number of hours the employee is scheduled to work that week by the number of days the employee works during that week.

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

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

Only an employee whose shift commences after 12:01 a.m. of the day recognized as the holiday shall be entitled to any holiday work pay as set forth in "a" above.

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

## ARTICLE 11

### Grievance Procedure

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

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

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

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

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

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

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

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

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

The award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared equally by the County and the Union. If either party cancels a scheduled arbitration hearing, the canceling party will be responsible for payment of all expenses due the arbitrator. If the arbitration is cancelled as the result of weather or natural disaster the parties shall share any expenses equally.

Section 4. Time Limits. No grievance shall be entertained or processed unless it is commenced at Step 1 within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the event became known or should have become known to the employee(s). The definition of "Work days" are defined as Monday through Friday, excluding holidays for which Administrative Offices are closed (as defined in Article 10 of this CBA) observed during this period. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all

steps in the grievance procedure in order to expedite the processing of a grievance.

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

Section 6. Untimely Performance Reviews.

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

1. LEVEL 1. If a performance review is not completed on time, the employee may request a review of the circumstances by the department director.
2. LEVEL 2. If the situation is not resolved within fourteen (14) days of the initiation of LEVEL 1, the employee may present a written appeal to the County Manager.
3. LEVEL 3. In the case of annual performance reviews, if the employee is not satisfied with the resolution at LEVEL 2, (s)he may file a written grievance at Step 3 under section 1 of this Article within seven (7) days of the notice of resolution at LEVEL 2.

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

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

Section 7 Notice of Discharge - The County shall provide a notice of proposed discharge to a regular, permanent, non-probationary employee and to the Union five (5) working days prior to the date of the meeting on the discharge.

Section 8 The County and the Union agree that management will work with department heads to promote a cooperative effort between supervisors and Union shop stewards to allow stewards to discuss situations on the job that are of an urgent nature and require immediate action. It will be understood that discussions of this nature are to be held during working hours only when the matter requires immediate action and the discussions are to be brief and limited to the immediate action required.

Section 9 The County and the Union acknowledge that it is a goal of management and the Union that discipline be imposed without an unreasonable delay after management has learned of the matter precipitating the discipline; and after the proper period for investigation, analysis, and evaluation. Management will notify an employee of pending investigation and/ or possible discipline within ten (10) workdays of management's knowledge of an incident. The Union agrees that a claim of unreasonable delay in itself is not a grievable matter, but the Union may argue to an arbitrator in an appropriate case that there has been an unreasonable delay in the imposition of discipline in the particular case before the arbitrator.

## ARTICLE 12

### Hours of Work and Overtime

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

Section 2 (a) Workday; Workweek. The normal workday shall consist of eight (8) hours exclusive of lunch and the normal workweek shall consist of five (5) eight (8) hour shifts. Some employees may be assigned to normal workdays of ten (10) hours each with a normal workweek of four (4) ten (10) hour workdays. Some employees may be assigned to normal work shifts of twelve (12) hours or sixteen (16) hours.

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

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

Section 3. Overtime Compensation. In the event an employee is required to work beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-half the employee's regular straight time rate provided the employee actually works his or her normal workweek. All payments for overtime must be authorized by the Division or

Department Head. Employees who work more than the normally scheduled hours shall be offered the opportunity to flex hours within a work week, at the employee's choosing, and with prior supervisory approval. In the event an employee works hours in excess of his/her regular schedule, the employee may request to take that number of hours off during that same work week, in lieu of overtime. The request to flex the hours within the work week must be approved by the employee's immediate supervisor prior to taking the time off. It is also understood that the flex hours off will be approved only if operational considerations are met and overtime is not generated by allowing the employee to flex the hours. It is understood that this offer of flex time will not constitute an attempt by management to avoid payment of overtime and further that the disapproval of allowing an employee to flex these excess hours cannot be grieved. Holidays not worked shall count as hours worked for the purpose of determining overtime.

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

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

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

Example 3: Employee begins work at 12:00 noon and works until 12:00 midnight. More

than 50% of the hours occur after 2:00 PM and work hours cross into the third shift; therefore, the employee receives second shift differential for the nine hours worked between 2:00 PM and 11:00 PM, and third shift differential for the hour worked after 11:00 PM.

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

- (a) in cases of prescheduled overtime, all persons in the classification and on the shift who normally perform the work are provided with a reasonably equal opportunity to work the overtime, the process commencing with the senior employees being offered the work;
- (b) the time period over which equalization of opportunity is spread will depend upon the nature of the work and the frequency of prescheduled overtime;
- (c) a record will be maintained of prescheduled overtime worked, offered, declined, or not reached, and a current record will be posted on a bulletin board and a copy provided to the Union.
- (d) if insufficient volunteers are available to work prescheduled overtime, the most junior employees with sufficient qualifications and training to perform the required work will be assigned;
- (e) at the end of an equalization period, or at any time it is concluded that an employee was not offered his/her fair share of overtime, employees shall receive prescheduled overtime assignments in amounts sufficient to equalize the time offered;
- (f) in the case of non-prescheduled overtime, employees will be notified as soon as possible that they are being assigned to work non-prescheduled overtime. Non-prescheduled overtime will not be included with the prescheduled overtime record considered in

the equalization.

- (g) In the Public Works Department a separate record of non-prescheduled overtime will be maintained, and provided to the union steward monthly.

## ARTICLE 13

### Conflicting Laws

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

## ARTICLE 14

### Miscellaneous

Section 1. Bulletin Boards. Alachua County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union agrees that it will not post notices of a defamatory or inflammatory nature and that the Union's principal officer shall be responsible for all notices posted under this section.

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

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

- (a) seniority;
- (b) ability and previous work experience (a work test will be utilized where possible); and
- (c) performance reviews.

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

The Public Works Department will implement an equipment training program for the operation of public works equipment in 2005 after consultation with the Union. A meeting between Public Works and the Union shall be held to discuss the implementation of the training program, no later than January 30, 2005.

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

- (a) reimbursement for the purchase of County designated safety shoes upon completion of probationary period; and safety shoes as needed thereafter for all employees required to wear such shoes;
- (b) employees presently required to wear a uniform shall continue to be required to do so and will have appropriate uniforms or a uniform maintenance service provided to them;
- (c) all new operational employees in Court Services will receive a hepatitis vaccination;
- (d) a drug/alcohol test and a annual physical examination for employees permanently assigned to the transfer station; and
- (e) employees regularly assigned to work with paint, toxic herbicides and/or pesticides will receive an annual ear, nose, throat, eye and respiratory check-up. Employees who receive a check-up as described in Section 6 (e) shall not be drug/alcohol tested.

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

- (a) all operational employees over age 35 will be required to have a bi-annual drug/alcohol test and a physical exam, the results of which will be made available to the employee and the County;
- (b) a flashlight and handcuffs will be furnished to each operational employee in the Court Services Department. It shall be the sole responsibility of the employee to maintain equipment in good working condition and to replace said equipment if it is lost, misplaced, stolen or otherwise missing.

Section 6. Employees who work near chemical plants or other potentially hazardous sites shall receive training and instruction on evacuation and safety procedures.

## ARTICLE 15

### Wages/Compensation

Section 1. Classification and Pay Plan. Effective with the start of the first pay period commencing on or after October 1, 2007 employees covered by this Agreement shall have their base rate pay increased by two (2%) percent as reflected on the new pay plan herein attached as Appendix "A". Employees covered by this agreement shall have their base rate of pay increased by forty-eight cents (\$.48) per hour, or two percent (2%) which ever is greater. This increase shall be effective on the first pay period commencing on or after the Board approves the contract.

Section 2. Pay Plan Adjustment. An employee in a classification whose salary range is adjusted upward shall receive a percentage salary increase equal to the percentage increase of the minimum of the range. If the salary range of a classification is adjusted downward, the salaries of the current employees in that classification will not be affected. The Administrating Official may limit the percentage salary increase for all employees in affected classifications. The Union shall be notified in writing in advance of any proposed adjustment under this section, and shall be given five (5) work days to comment.

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

assignments are distributed fairly among employees in the bargaining unit.

Section 4. Call Out Guarantee. Employees who are called out to work on a day they are not regularly scheduled to work or at a time which is not contiguous to their regular shift, shall be guaranteed two (2) hours of work or pay at their regular rate; provided that an employee who is called out and actually works less than one-half hour, but whose actual time worked plus travel time equals more than two (2) hours, shall be paid for the actual time worked plus travel time.

Section 5. Stand-by Pay. In the event an employee is placed on stand-by status, (s)he will be paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she is on stand-by status. Should an employee on stand-by status be called out to work, (s)he will be paid for such work in accordance with Section 5 above.

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

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

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

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

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

Section 7. Incentive Pay. A regular employee in a classified position, based upon the recommendation of the department director and upon approval of the Administrating

Official, may qualify for a \$250.00 lump sum incentive payment upon completion and receipt of a job related certification or license.

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

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

Section 8. Retention Pay. No more than once during a fiscal year the department director may increase the compensation of any employee or group of employees, up to the midpoint of the salary range of the current classification. Increases beyond the midpoint of the salary range require approval of the Administrating Official. Budgetary constraints must be followed when making compensation decisions. In the event that the department director and/or Administrating Official recommend the increase in compensation of any bargaining unit employee under this Section, the Union shall be notified in writing of the reason or reasons for such recommendations prior to implementation. The Union shall have five (5) work days to comment or request a meeting with the County to discuss such recommendation.

Section 9. Promotions/Transfers/Demotion.

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

(b) Transfers: If the employee is moving from a higher classification to a lower classification, his/her salary rate of pay is reduced within the lower salary range, at the same percentage above

the base, as the salary was set within the higher level classification. If the transfer is within the same classification the employee's salary will stay the same. During an Administrative Transfer, the Administrating Official shall set the salary, which may be lower than the employee's salary prior to the transfer.

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

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

2. A Permanent employee who is demoted as the result of a layoff shall have his/her rate of pay set new within the salary range which provides for the least decrease in pay possible.

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

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

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

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

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

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

These allowances will be provided as taxable income to staff, but will not be considered part of the employee's base salary or be considered for the calculation of retirement benefits.

Detailed information on the calculation of the allowance benefit is contained in the Cellular Telephone Policy in the County Manager's Administrative Procedures.

## ARTICLE 16

### Insurance

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

Section 2. Premium Cost. The cost of the premium for health insurance shall be borne a minimum of eighty-five percent (85%) by the County and a maximum of fifteen percent (15%) by the employee for individual coverage, and a minimum of seventy percent (70%) by the County and a maximum of thirty percent (30%) by the employee for dependent coverage.

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

Section 4. Retiree Health Insurance Subsidy. The County and Union agree that beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy. The amount of the subsidy is based on the number of years service with Alachua County at the time of retirement (\$3.00 for each full year of service). You must have 6 years of County employment to qualify for the subsidy. The minimum monthly subsidy is \$18 (if you retire with just 6 years of County employment) and the maximum monthly subsidy is \$90 (if you retire with 30 or more years of service). Retirees in the State's Florida Retirement System (FRS) who have entered into the Deferred Retirement Option Program

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

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

## ARTICLE 17

### Union Membership

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

## ARTICLE 18

### Educational Assistance Program

#### 1. General

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

#### 2. General Fund

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

#### 3. Eligibility Requirements

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

#### 4. Conditions of Approval or Payment

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

Employee Policy #5-21 during a calendar year, but will not reimburse an employee for books, fees, supplies, or other expenses in connection with the course(s) to be taken.

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

#### 5. Application Procedure

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

## 6. Method of Payment

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

## 7. Required Courses

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

## 8. Classes on County Time

- a. An employee will be permitted to take classes during his/her normal scheduled working hours only when:
  1. Classes are offered at no other time and arrangements can be made to the satisfaction of the Department Director to allow the employee to be off without lowering efficiency or increasing costs, or;
  2. The courses are required by the County and are offered at no other time.
- b. An employee, when taking non-required courses, and if allowed to attend classes during working hours, must utilize one of the following alternatives:
  1. Leave without pay;
  2. Annual vacation leave;

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

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

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

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

#### 9. General Provisions

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

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

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

## ARTICLE 19

### Waiver of Bargaining

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

## ARTICLE 20

### Term

This Agreement shall become effective October 1, 2007, and remain in effect until midnight, September 30, 2010 and shall remain in effect from year-to-year thereafter unless either party shall notify the other in writing of its desire to modify the Agreement. This agreement shall remain in full force and be effective during periods of re-negotiations.

The Union and/or the County may reopen Wages and two (2) other Articles of their choice in 2008 and 2009, upon written notice to the other party of their intention to modify the Agreement.

SIGNATURE PAGE

WHERE UPON the parties have set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ALACHUA COUNTY, FLORIDA

NORTHEAST FLORIDA PUBLIC

EMPLOYEES' LOCAL 630

BY: \_\_\_\_\_  
Randall H. Reid  
County Manager

BY: \_\_\_\_\_  
Andy Beamis  
Business Manager, Local 630

\_\_\_\_\_  
Glenn Farner  
Business Manager, SE Laborers' District Council

BY: \_\_\_\_\_  
Kim Baldry  
Human Resources Director

BY: \_\_\_\_\_  
Bruce Clark  
Negotiator, Local 630

BY: \_\_\_\_\_  
Pat Juday  
Negotiator, Local 630

BY: \_\_\_\_\_  
Louis Camp  
Negotiator, Local 630

BY: \_\_\_\_\_  
Gerald Bailey  
Negotiator, Local 630

By: \_\_\_\_\_  
Rodney J. Long, Chairman  
Alachua County Commission

ATTEST:

By: \_\_\_\_\_  
J. K. "Buddy" Irby  
Clerk of Court

Addendum B  
**DRUG FREE WORKPLACE AND DRUG TESTING POLICY**

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

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

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

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

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

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

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

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

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

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

- (a) Pre-employment - Any final candidate for a position within Alachua County shall be required to take a drug urinalysis and/or blood test prior to initial employment. Any

applicant whose test results indicate present alcohol or drug abuse will not be hired.

- (b) Position Change - Any current employee who is the final candidate for a posted position, whether internal or external, shall be required to take a drug urinalysis and alcohol test prior to the final offer for the new position being extended. Any employee applicant whose confirmed test results indicate present alcohol or drug abuse will not be hired into the new position, and is subject to all other provisions of this policy.
- (c) Scheduled physical examination - Any employee who undergoes a full physical examination in accordance with Article XIV shall also be tested for drug and/or alcohol use as part of that examination.
- (d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Approval for such testing shall be authorized only by the Human Resources Director. Among other things, such facts and inferences may be based upon;
  - (1) Observable documented phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
  - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - (3) A report of drug or alcohol use, provided by a reliable and credible source.
  - (4) Evidence that an individual has tampered with a drug or alcohol test during his/her employment with the current employer.
  - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work
  - (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on County premises or while operating County vehicles, machinery or equipment.

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

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

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

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

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

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

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

Alcohol

Amphetamines  
 Cannabinoids  
 Cocaine  
 Phencyclidine  
 Methaqualone  
 Opiates  
 Barbiturates  
 Benzodiazepines  
 Methadone  
 Propoxyphene

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

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)	.05g%	(by blood)
Amphetamines	1000	ng/ml
Cannaabinoids	50	ng/ml
Cocaine	300	ng/ml
Phencyclidine	25	ng/ml
Methaqualone	300	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Methadone	300	ng/ml
Propoxyphene	300	ng/ml

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

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

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)	.05g%	(by blood)
Amphetamines	500	ng/ml
Cannaabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine	25	ng/ml
Methaqualone	150	ng/ml
Opiates	300	ng/ml

Barbiturates	150	ng/ml
Benzodiazepines	150	ng/ml
Methadone	150	ng/ml
Propoxyphene	150	ng/ml

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

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

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

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

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

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

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

Assistance Program (EAP) or other community resources.

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

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

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

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

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

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

Failure to meet any of the above conditions, or a second confirmed positive drug and/or alcohol test will result in dismissal from employment. Any employee terminated for a second confirmed positive drug and/or alcohol test during the two (2) years of periodic unannounced testing, will not be eligible to reapply for employment with the County for a time period of one hundred-eighty (180) days.

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Randall H. Reid  
County Manager

Andy Beamis  
Business Manager, Local 630

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Baldry  
Human Resources Director

\_\_\_\_\_  
Date

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

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

I further state that I have read or will read, or have had or will have read to me, all sections of this Drug Free Workplace and Drug Testing Program prior to any testing being performed. As a

final applicant, I understand that violation of any provision of this policy may lead to withdrawal of offer of employment. As a County employee in a state-regulated classification, I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, even for a first offense. I also understand that violation of any provision of this policy may result in the forfeiture of workers' compensation benefits.

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

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

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

\_\_\_\_\_  
Employee or Final Candidate Signature

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

\_\_\_\_\_  
Date of Birth

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

\_\_\_\_\_  
Department

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness

**For Final Candidates Only:**

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