

**AGREEMENT BETWEEN THE CITY OF
GAINESVILLE**

AND

**NORTH CENTRAL FLORIDA
POLICE BENEVOLENT ASSOCIATION, INC.**

**EFFECTIVE
OCTOBER 1, 2014 – SEPTEMBER 30, 2017**

NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA)
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PREAMBLE

THIS AGREEMENT, entered into this 15th day of January 2015 between the City of Gainesville, hereinafter referred to as the "Employer" or "City," and the North Central Florida Police Benevolent Association, Inc., hereinafter referred to as the "Association."

It is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to wages, hours, terms and conditions of employment for the employees covered by this Agreement. This Agreement has as its purpose the promotion and continuance of harmonious relationships between the City and the Association.

1 **ARTICLE I**

2 **ASSOCIATION RECOGNITION**

3 1.1 The City recognizes the Association as the exclusive collective bargaining agent for the
4 following classifications in the City of Gainesville Police Department: Police Lieutenant,
5 Sergeant/Training Officer and Sergeant/Personnel Officer, as described in Certification
6 No. 665, PERC Case Number RC-84-021 dated March 5, 1985. Excluded from this
7 bargaining unit are all other police officers, budget, the personnel unit commander and
8 all other employees of the City of Gainesville.
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ARTICLE 2

CHECK OFF

- 2.1 Within thirty (30) days from the effective date of this Agreement and upon receipt of a stipulated, lawfully executed, written authorization from an employee covered by this Agreement, the City agrees to deduct on a monthly basis amounts as certified to the Employer by the Secretary-Treasurer of the North Central Florida Police Benevolent Association and to remit the aggregate deductions so authorized together with an itemized statement to the Secretary-Treasurer. Dues deduction authorizations submitted after the above date will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Association membership dues will be similarly certified to the City in writing and shall be done at least thirty (30) days prior to the effective date of such change. This dues authorization may be revoked by the employee upon thirty (30) days written notice to the City and to the Association.
- 2.2 No deduction shall be made from the pay of any employee for any payroll period in which employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.
- 2.3 The Association agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 2.4 It is understood and agreed by the parties to this Agreement that the City will withhold seven cents (\$.07) per person per month of dues remittance to the Association for the cost of administering dues deductions. Based on the above withholding, the City will furnish the Association with a list of employees who are eligible for membership in the Association. This list will be furnished upon written request from the Association President/Vice-President or Lieutenants bargaining unit representative.

1 **ARTICLE 3**

2 **PROHIBITION OF STRIKES**

3 3.1 The Association and its members agree they shall have no right to strike. Strike means
4 the concerted stoppage of work, the concerted absence of employees from their
5 positions, the concerted failure to report for duty, the concerted submission of
6 resignations, the concerted abstinence in whole or in part of any group of employees
7 from the full and faithful performance of their duties of employment with the City of
8 Gainesville, the Employer, for the purpose of inducing, influencing, condoning or
9 coercing a change in the obligations, terms or conditions of their employment. The
10 Association and its members further agree they shall have no right to participate in a
11 deliberate and concerted course of conduct which adversely affects the services of the
12 Employer, including the failure to work overtime, the concerted failure to report for work
13 after the expiration of a collective bargaining agreement and picketing in furtherance of
14 a work stoppage or refusing to cross a picket line. Any violation of this section shall
15 subject the violator(s) to the penalties as provided by law and to the rules and
16 regulations of the Employer.

17 3.2 Any employee covered by this Agreement who participates in, is a party thereto, or
18 promotes any of the above actions as outlined in Section 3.1 or other similar forms of
19 interference with the operations or functions of the City, shall be subject to disciplinary
20 action up to and including discharge. The only question that shall be raised in any
21 proceedings, judicial or otherwise, contesting such action, is whether any provision as
22 outlined in Section 3.1 was violated by the employee to be disciplined or discharged.
23 Employees shall not be entitled to any benefits or wages whatsoever while they are
24 engaged in strike activities, or other interruptions of work. Any employee discharged in
25 accordance with this Article or applicable provisions of the State of Florida Employees
26 Collective bargaining Statute shall, if appointed, reappointed, employed or reemployed
27 by the City, serve a six (6) month probationary period following the reappointment or
28 reemployment, and the compensation may in no event exceed that received
29 immediately prior to the time of the violation and the compensation may not be
30 increased for one (1) year.

31 3.3 In the event of a strike as defined in Section 3.1, the Association, after determining such
32 individuals are association members, shall immediately, within 24 hours, verbally where
33 possible, and in writing, order such employees to return to work; copy of such order to
34 be provided to the City within twenty-four (24) hours. This Article is not subject to the

arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

1 **ARTICLE 4**

2 **MANAGEMENT RIGHTS**

3 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its
4 constituent agencies, set standards of services to be offered to the public and exercise
5 control and discretion over its organization and operations.

6 4.2 In addition, the Association recognizes the sole and exclusive rights, powers and
7 authority of the Employer further include, but are not limited to, the following: to direct
8 and manage employees of the City; to hire, promote, transfer, schedule, assign and
9 retain employees; to suspend, demote, discharge or take other disciplinary action
10 against employees for just cause; to relieve employees from duty because of lack of
11 work, funds, or other legitimate reasons; to maintain the efficiency of its operations
12 including the right to contract and subcontract existing and future work; to determine the
13 duties to be included in job classifications and the numbers, types and grades of
14 positions or employees assigned to an organizational unit, department or project; to
15 control and regulate the use of all its equipment and property; to establish and require
16 employees to observe all its rules and regulations, to conduct performance evaluations;
17 and to determine internal security practices. The Employer agrees that, prior to
18 substantial permanent lay-off of Association bargaining unit members, it will discuss
19 such with the Association.

20 4.3 If, in the sole discretion of the City Manager or his/her designee, it is determined that
21 civil emergency conditions exist, including, but not limited to, riots, civil disorders, severe
22 weather conditions (or similar catastrophes), the provisions of this Agreement may be
23 suspended by the City Manager or his/her designee during the time of the declared
24 emergency, provided that wage rates and monetary fringe benefits shall not be
25 suspended. Should an emergency arise, the Association shall be advised as soon as
26 possible of the nature of the emergency.
27

1 **ARTICLE 5**

2 **ASSOCIATION REPRESENTATIVES AND ACTIVITY**

3 5.1 The Association shall have the right to select employees from those covered by this
4 Agreement to act as Association representatives. Association representatives of this
5 bargaining unit shall be limited to the activities of the unit only and shall not act as
6 representatives of any other bargaining unit represented by the Police Benevolent
7 Association. A written list of the Association representatives shall be furnished to the
8 City Human Resources Director with a copy to the Chief of Police prior to the effective
9 date of their assuming office. The Association shall notify the City Human Resources
10 Director and the Chief of Police promptly of any changes of such representatives. No
11 Association representative will perform any Association work unless the above has been
12 complied with.

13 5.2 An Association representative may, with proper authorization by the Chief of Police or
14 his designee, which will not be unduly withheld, be admitted to the property of the
15 Employer. This representative shall not conduct Association business either expressed
16 or implied while acting in a supervisory or commander role. The representative, as
17 designated above, shall be able to talk with employees before or after regular working
18 hours or during lunch hours of said employees on Employer property in areas
19 designated by the Employer. The representative shall also be in an out-of-pay status or
20 designated meal time.

21 5.3 Association representatives must be employees in the bargaining unit who have
22 satisfactorily completed their probationary period.

23 5.4 The Association recognizes that its representatives are not entitled to any special
24 benefits or treatment because of their role, nor shall representatives be discriminated
25 against for the proper and legitimate Association activity in which they engage.

26 5.5 While on a medical leave of absence without pay, while on sick leave, or while receiving
27 Workers' Compensation payments or while serving in a higher classification in an acting
28 or interim position, employees shall not function as Association representatives.

29 5.6 The investigation, handling or adjustment of grievances shall be conducted by
30 employees and/or Association representatives during non-working hours. Management,
31 at its discretion, may conduct a grievance hearing, at any step of the grievance
32 procedure, during working hours. Association representatives shall not exceed two (2)
33 in number.

- 1 5.7 The Association shall supply to the Chief of Police, as well as the Human Resources
2 Director, and keep a current list of all Association officers and representatives. Up to
3 one (1) employee in any one (1) instance who is a member of the Association may be
4 granted time off by the Chief of Police or his designee to attend to Association business
5 without loss of straight time pay or benefits by using pool time, provided:
- 6 A. A written request for use of Association Pool Time is submitted to the employee's
7 supervisor in advance of time off. It is further provided that two (2) weeks' notice
8 must be given in order to use pool time to attend annual meetings.
- 9 B. The Chief of Police shall have the right to restrict the number of persons off for
10 Association business. The granting of time off shall not be unreasonably
11 withheld. This provision authorizes the Chief of Police not only to refuse
12 Association pool time, but to revoke previously authorized time off for
13 Association business.
- 14 C. The City shall donate 25 work hours to the Association Time Pool each fiscal
15 year.
- 16 5.8 It shall be the Association's responsibility to supply to the City an Association Time Pool
17 Authorization form which includes the name of the employee and the hours of vacation
18 time donated by the employee to the pool. Only employees in this unit may donate pool
19 time to representatives covered by this Agreement. This pool time shall only be used by
20 representatives covered by this Agreement. The form must be signed by the employee
21 donating time. Time donations may be made each April 1 and October 1 and shall be in
22 increments of not less than three (3) hours nor more than forty-eight (48) hours. Time
23 pool hours may be drawn upon at the discretion of the Association in increments of at
24 least one (1) hour.
- 25 5.9 Charges against the Association Business Time Pool shall only be made when
26 approved by the Lieutenant Bargaining Unit Chair or Vice Chair. If the Association Time
27 Pool shall become depleted, anyone engaging in Association activities during his
28 working hours shall do so without pay, unless otherwise provided in this Agreement.
- 29 5.10 A record of all time donated and drawn against the above pool shall be kept by the
30 Police Department and the Association. The Association shall indemnify, defend and
31 hold the City harmless against any and all claims made and against any suits instituted
32 against the City on account of the City complying with any of the provisions of this
33 Article.

1 5.11 An Association representative shall be granted pool time to attend public budget
2 hearings or resolution of impasse hearings before the City Commission and State Board
3 meetings of the Florida Police Benevolent Association, Inc.

4 5.12 Up to two (2) Association representatives, who are already on duty, shall be granted
5 time off without loss of pay or benefits to participate in labor negotiations as a regular
6 member of the PBA labor negotiations team for purposes of negotiating a new Labor
7 Agreement, previously agreed-to re-openers, or pension issues with the City of
8 Gainesville.

1 **ARTICLE 6**

2 **GRIEVANCE PROCEDURE**

3 6.1 A grievance is defined as a claim reasonably and suitably founded concerning the
4 alleged violation of the interpretation and application of the express provisions of this
5 Agreement.

6 6.2 Rules for Grievance Processing:

7 It is agreed:

8 A. A grievance must be brought forward within ten (10) days after the employee,
9 through use of reasonable diligence, should have obtained knowledge of the
10 occurrence of the event giving rise to the grievance.

11 B. Time limits at any stage of the grievance procedure may be extended by the
12 written mutual agreement of the parties involved at that step.

13 C. A grievance not advanced to the higher step within the time limit provided shall
14 be deemed permanently withdrawn and as having been settled on the basis of
15 the decision most recently given. Failure on the part of the Employer's
16 representative to answer within the time limit set forth in any step will entitle the
17 employee to proceed to the next step.

18 D. In computing time limits under this Article, Fridays (for STEP THREE ONLY),
19 Saturdays, Sundays and City designated Holidays shall not be counted except
20 where it is specified by calendar days.

21 E. In settlement of any grievance resulting in retroactive adjustment, such
22 adjustment shall be limited to ten (10) days prior to the date of the filing of the
23 grievance.

24 F. When a grievance is reduced to writing, there shall be set forth in the space
25 provided on the grievance form provided by the Employer all of the following:

26 (1) A complete statement of the grievance and facts upon which it is based;

27 (2) The section or sections of this Agreement claimed to have been violated;
28 and

29 (3) The remedy or correction requested.

30 G. An employee, upon request, shall be entitled to Association representation in
31 accordance with the provisions of this Agreement at each and every step of the
32 grievance procedure set forth in this Agreement. This shall not be construed as
33 requiring the Association to represent a non-member.

1 H. Employees will follow all written and verbal directives, even if such directives are
2 allegedly in conflict with the provisions of this Agreement. Compliance with such
3 directives will not in any way prejudice the employee's right to file a grievance
4 within the time limits contained herein nor shall compliance affect the ultimate
5 resolution of the grievance. No employee or groups of employees may refuse to
6 follow directions pending the outcome of a grievance.

7 6.3. Any grievance filed shall systematically follow the grievance procedure as outlined
8 herein and shall adequately set forth the facts pertaining to the alleged violation:

9 STEP ONE: An employee who has a grievance may, with or without Association
10 representation, submit it in writing to the immediate supervisor who is
11 outside the bargaining unit. The immediate supervisor who is outside
12 the bargaining unit shall hold a meeting within 10 days of receipt of
13 the grievance and give a written response to the employee within ten
14 (10) days after holding such meeting. The aggrieved employee, upon
15 his/her request, may be accompanied at this meeting, by the
16 Association representative. A grievance which involves a disciplinary
17 action authorized by the Chief of Police may be appealed directly to
18 the second step of the grievance procedure.

19 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved employee or
20 the Association may submit a written appeal to the Chief of Police
21 within ten (10) days after the Step 1 answer was due and shall be
22 signed by the employee. The Chief of Police or designee shall hold a
23 meeting within ten (10) days of receipt of the request and give a
24 written response to the employee and the Association within ten (10)
25 days after holding such meeting.

26 STEP THREE: If the appeal is not settled at Step 2, the aggrieved employee or the
27 Association may submit a written appeal to the City Manager within
28 ten (10) days after the Step 2 answer was due and shall be signed by
29 the employee and the Association representative. The City Manager
30 or designee shall hold a meeting within ten (10) days of receipt of the
31 request and give a written response to the employee and the
32 Association within ten (10) days after holding such meeting.

33 6.4 If the grievance is not settled in accordance with the foregoing procedure, the Union
34 may request arbitration by serving written notice of intent to appeal on the Office of the

1 City Manager and the Human Resources Director within twenty (20) calendar days after
2 receipt of the City's response in Step 3. The written notice shall state the facts of the
3 case and list the article(s) and the section(s) of such article(s) of this contract alleged to
4 have been violated. If the grievance is not appealed to arbitration within said twenty (20)
5 calendar days, the City's Step 3 answer shall be final and binding.

6 6.5 Within fifteen (15) calendar days after receipt of the request for arbitration, the Union
7 shall complete a "Request For Arbitration Panel Form" and submit it to the Human
8 Resources Director who shall sign and submit to the Federal Mediation and Conciliation
9 Service (FMCS). The panel shall be for seven (7) arbitrators; unless the parties can
10 mutually agree on an arbitrator to hear the grievance. This panel shall consist of
11 arbitrators residing in Florida unless the parties agree otherwise. If the Union does not
12 submit a "Request For Arbitration Panel Form" to the Human Resources Director within
13 said fifteen (15) calendar days, the answer at the previous step shall be binding. Both
14 the Human Resources Director and the Union shall have the right to strike three (3)
15 names from the panel. Within fifteen (15) calendar days after receipt of the list, the
16 Union shall notify the Human Resources Director in writing requesting a date and time to
17 meet and alternately cross out names on the list. Failure of the Union to notify the
18 Human Resources Director in writing within the fifteen (15) calendar days of receipt of
19 the list shall result in the City's Step 3 answer being final and binding. In all cases the
20 party requesting arbitration shall cross out the first name. The remaining person shall
21 be the arbitrator. FMCS shall be notified of the selection, following instructions on the
22 FMCS form, within ten (10) days of the selection being made. The arbitrator shall be
23 notified of his/her selection, following instructions from FMCS, within ten (10) days of
24 receiving those instructions, by a joint letter from the City and the Union requesting that
25 he/she set a time and place, subject to the availability of the City and Union
26 representatives. A copy of this article shall be included.

27 6.6 The arbitration shall be conducted under the rules set forth in this Agreement, not under
28 the Rules of the FMCS. The arbitrator shall have no authority to modify, amend, ignore,
29 add to, subtract from or otherwise alter or supplement this Agreement or any part
30 thereof or any amendment thereto. The arbitrator shall consider and decide only the
31 specific issue(s) submitted to him/her in writing by the City and the Association and shall
32 have no authority to consider or rule upon any matter which is stated in this Agreement
33 not to be subject to the arbitration, which is not a grievance as defined in Section 6.1, or
34 which is not specifically covered by this Agreement. The arbitrator may not issue

1 declaratory or advisory opinions and shall be confined exclusively to the question which
2 is presented to him/her, which question must be actual and existing. The arbitrator shall
3 submit in writing his/her decision within thirty (30) days following the close of the hearing
4 or the submission of briefs by the parties, whichever is later, provided that the parties
5 may mutually agree in writing to extend said limitation. Consistent with this section, the
6 decision of the arbitrator shall be final and binding.

7 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS and
8 the compensation expenses of the arbitrator, shall be shared equally by the parties to
9 the arbitration.

10 6.8 Each party shall be responsible for the expense or expenses of any witness or
11 witnesses it calls.

12 6.9 The cost of any transcript shall be borne solely by the party requesting it.

1 **ARTICLE 7**

2 **NON-DISCRIMINATION**

3 7.1 Employees of the City shall have the right to form, join and participate in, or to refrain
4 from forming, joining and participating in any employee organization of their own
5 choosing. No employee shall be intimidated, restrained, coerced or discriminated
6 against by either the City or the Association because of the exercise of these rights.

7 7.2 The City and the Association shall apply the provisions of this Agreement equally to all
8 employees without discrimination because of age, sex, race, religion, national origin,
9 sexual orientation, political affiliation, disability, marital status, gender identity or
10 membership or non-membership in the Association as required by applicable federal or
11 state law or City Ordinance or City Policy; including any obligations to reasonably
12 accommodate a disability under the ADA. Any grievances concerning this paragraph
13 shall be handled in the grievance procedure only through the third step and shall not be
14 processed through arbitration.

15 The use of masculine or feminine gender in this Agreement shall be construed as
16 including both genders.
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ARTICLE 8

DISCHARGE AND DISCIPLINE

8.1 A regular employee may be disciplined or discharged only for just cause and in a fair, impartial and consistent manner as established by the City. It is understood by the parties that employees are subject to all Rules and Regulations of the City and of the Gainesville Police Department.

8.2 Any written warnings (counseling forms, Inter-Office Communication's (IOC's)), written instructions and cautionings (employee notice) or disciplinary actions involving discharge, demotion, probation and suspension shall be furnished to the employee outlining the reason for the reprimand. The employee shall be requested to sign the statement; however, signature does not imply agreement, only knowledge and receipt of such reprimand. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. Whenever possible, the City will make every effort to reprimand an employee in a private manner so as to avoid embarrassing the employee. Employee notices imposing written instruction and cautioning and disciplinary actions involving discharge, demotion, probation and suspension should, except as provided herein, be issued within twenty (20) days from the time the Chief of Police knows with reasonable certainty that causes for such actions exist. This limitation shall not apply if the Chief of Police determines that extenuating circumstances exist.

8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of pay are subject to the grievance provisions of this Agreement. Employee Notices (written instructions and cautionings) are subject to the grievance provisions of this Agreement. Written warnings (counseling forms, IOC's, performance infractions, AIM) or verbal warnings are not subject to the grievance provisions of this Agreement. Such warnings are not to be considered "first offenses" for purposes of progressive discipline.

8.4 Any discharged employee who has completed his/her probationary period, or the Florida Police Benevolent Association, shall have the right to appeal said discharge directly to the third step of the grievance procedure provided such appeal is made within ten (10) days from the effective date of such action, computed in accordance with Section 6.2(D).

8.5 An employee shall not be required to respond in writing to an anonymous complaint of a non-criminal nature concerning an employee's alleged conduct toward a citizen, which complaint is made solely by the citizen in question and shall be investigated on a verbal basis unless and until some corroborating evidence is obtained.

8.6 When imposing incremental discipline, the Chief will not:

(1) Use prior infractions of the same rule that have occurred more than two years from the date of the current violation under consideration.

(2) Use any verbal or written warning involving the same rule that occurred more than one year from the date of the current violation under consideration.

However, the above 8.6 (1) & (2) may be considered as a part of the overall disciplinary record when used as justification for discharge.

8.7 I.A. investigations for violations of offenses determined by the Department to be minor, should be completed within forty-five (45) days from the issuance of notice of allegation of misconduct to the member determined to be the subject of an I.A. investigation.

Notice will be provided by I.A. to the employee in writing or via electronic means which will serve as the notification that an investigation is being conducted on him/her. At the end of forty-five (45) days, if the investigation is not completed for reasonable grounds, the individual under investigation is to be notified with the reason for extension in writing or via electronic means. Extensions of minor investigations may be extended an additional forty-five (45) days after such notification.

8.8 I.A. investigations for violation of offenses determined by the Department to be major should be completed within ninety (90) days from the issuance of notice of allegation of misconduct to the member determined to be the subject of an I.A. investigation. Notice will be provided by I.A. to the employee in writing or via electronic means which will serve as the notification that an investigation is being conducted on him/her. At the end of the ninety (90) days, if the investigation is not completed for reasonable grounds, the individual under investigation is to be notified with the reason for extension in writing or via electronic means. Extension of major investigations may be extended an additional sixty (60) days after such notification.

8.9 The running of the limitations period in this article (Article 8) is tolled:

A. For a period specified in a written waiver of the limitation by the law enforcement officer.

B. During the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.

C. If the investigation involves an officer who is incapacitated or otherwise unavailable, during the period of incapacitation or unavailability.

D. In a multijurisdictional investigation, for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

1 E. For emergencies or natural disasters during the time period wherein the
2 Governor has declared a state of emergency within the jurisdictional boundaries
3 of the concerned agency.

4 F. During the time that the officer's compliance hearing proceeding is continuing
5 beginning with the filing of the notice of violation and a request of a hearing and
6 ending with the written determination of the compliance review panel or upon the
7 violation being remedied by the agency.

8 8.10 When an allegation of employee misconduct is made against a non-probationary
9 bargaining unit member, the City will ensure the allegation is reduced to writing and,
10 when practicable, it will be requested that the complaint be made under oath. If the
11 allegation of employee misconduct is criminal in nature, the complaint will be under oath.

12 8.11 In an effort to provide an intermediate disciplinary action step between written instruction
13 and cautioning and actual suspension of an employee (where that employee suffers a
14 loss of pay), at the sole discretion of the Chief of Police he/she may impose the
15 forfeiture of vacation leave time in lieu of suspension without pay.

1 **ARTICLE 9**

2 **VACATIONS**

3 9.1. Regular and probationary full-time employees covered by this Agreement shall accrue
4 vacation leave based on their date of regular employment and shall be limited to the
5 following schedule:

6	Years of:	
7	<u>Continuous Service</u>	<u>Time Accrued</u>
8	1 to 5 years	80 hours per year
9	(1 month through 59 months)	
10	5 to 10 years	96 hours per year
11	(60 months through 119 months)	
12	10 to 15 years	120 hours per year
13	(120 months through 179 months)	
14	15 to 20 years	136 hours per year
15	(180 months through 239 months)	
16	20 years to 25 years	168 hours per year
17	(240 months through 299 months)	
18	25 years or more	176 hours per year
19	(300 months or more)	
20		

21 9.2 The maximum number of vacation hours that employees covered by this Agreement are
22 allowed to have as of the anniversary of their adjusted service date (or date of regular
23 employment with the City, whichever is later) are as follows:

24	Years of Continuous Service	Time Accrued
25	1 to 5 years	180
26	(1 month through 59 months)	
27	5 years and over	240
28	(60 months or more)	

29 Employees with vacation balances above the maximum allowed as of the anniversary of
30 their adjusted service date shall have their balances reduced to the maximum allowed
31 during the pay period in which the anniversary of their adjusted service date occurs.
32 Any sick leave incentive time awarded will be added to the vacation balance after the
33 maximum hours have been adjusted.

34 9.3 Vacation leave shall continue to accrue during periods of absence in which the
35 employee is in pay status.

- 1 9.4 Vacation leave may be taken with the Chief of Police or his designee's approval and
2 chargeable in quantities of not less than one (1) hour.
- 3 9.5 Should a holiday occur during an employee's vacation, that day shall be charged as a
4 holiday.
- 5 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a vacation,
6 except as provided in 9.9 and 9.11.
- 7 9.7 Vacation leave shall not be granted in advance of being earned. If an employee has
8 insufficient vacation leave credit to cover a vacation leave, the employee shall be in a
9 no-pay status.
- 10 9.8 Employees who are transferred from one department to another shall have their
11 vacation leave credits transferred with them.
- 12 9.9 Upon termination of employment the employee shall be entitled to compensation for any
13 earned but unused vacation (annual leave) to his/her credit at the time of termination at
14 the employee's normal base rate of pay at the time of termination. The official
15 termination date shall be the last day of active employment and shall not be extended
16 due to payment for unused vacation (annual leave) time.
- 17
- 18 All employees who elect to participate in a regular DROP will have the one-time option,
19 with the election to enter the DROP, of retaining all or a portion of their vacation balance
20 to be used during participation in the DROP, or receiving, at that time, compensation for
21 some or all of the balance. In the case of a reverse DROP, members may utilize the
22 lesser of the vacation balance in existence on the effective date of commencement of
23 participation or the balance in existence ninety (90) days after declaration of intention to
24 enter the reverse DROP.
- 25 9.10 If an employee is called back to work during his vacation period, the employee shall be
26 allowed to reschedule with special consideration any vacation time lost as a result of the
27 call back.
- 28 9.11 During each fiscal year, employees covered by this agreement shall be permitted to sell
29 back up to seventy (70) hours of accrued vacation leave to the City. No employee shall
30 be permitted to sell back accrued vacation leave if he/she has less than eighty (80)
31 hours of vacation leave. The employee shall not be permitted to sell back accrued
32 vacation leave if selling back such time brings the employee's total time below eighty
33 (80) hours.
- 34

ARTICLE 10

HOLIDAYS

10.1 Nothing in this Agreement will be interpreted to restrict the right of the City to determine the number and types of employees who will work on a holiday. No employee will be entitled to work on a holiday unless directed to do so by the City, nor will an employee be entitled to any pay except holiday pay for any holiday on which the employee did not work. The City observes the following paid holidays, but reserves the right to schedule work on these days. Regular full-time employees covered by this Agreement are entitled to nine (9) paid holidays, listed below:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Observance Date
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	Observance Date
Day After Thanksgiving	Friday after Thanksgiving
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Employees covered by this Agreement are also entitled to three (3) Employee Option Days (taken at a minimum of 1-hour intervals) as follows: The City agrees to provide three (3) non-cumulative employee option days during the fiscal year to all employees covered by this Agreement. These days must be taken as normal workdays and must be taken during the fiscal year in which the employee became eligible, after he/she attains eligibility, provided the days selected by the employee have prior Department Head or equivalent approval. Either party may reopen this paragraph (10.1) during the term of this Agreement, for negotiations only in conjunction with opening Article 11.

10.2 To be eligible for a paid holiday, an employee must be in pay status for a full day on his/her assigned workdays immediately before and after the day on which the holiday is observed.

10.3 Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive another day off with pay within the same fiscal year or within 120 days after said holiday, whichever period ends later, in order to equalize the observed legal holidays as set forth in Section 10.1. Hours

1 compensated shall match the scheduled holiday work hours of the employee. Either
2 party may reopen this paragraph (10.3), during the term of this Agreement, for
3 negotiations only in conjunction with opening Article 11.

4 10.4 Whenever an observed holiday as listed in Section 10.1 occurs on an employee's
5 regularly scheduled workday or the employee is required to work on a holiday listed in
6 Section 10.1 on his/her scheduled day off, unless subject to overtime rates, the
7 employee shall receive his/her regular straight time rate of pay for the hours worked and
8 receive another day off with pay; or the employee may elect to receive two times his/her
9 regular straight time rate of pay for scheduled hours worked, and their regular straight
10 time rate of pay for any hours worked in excess of their scheduled shift, with no day off.
11 Unless the employee declares at least seven (7) calendar days prior to the holiday that
12 he/she wants to receive only pay for the hours worked, the employee shall receive
13 his/her regular straight time rate of pay for all hours worked, and another day off with
14 pay. The day off shall be taken within the same fiscal year or within 120 days after said
15 holiday, whichever is later. There shall be no pyramiding to this section in the
16 computation of overtime. Either party may reopen this paragraph (10.4), during the term
17 of this Agreement, for negotiations only in conjunction with opening Article 11.

18 NOTE: In scheduling a day off as set forth in Section 10.3 and 10.4, every effort will be made
19 to allow the employee a day off of his/her choice; however, as the needs of the
20 department come first, management reserves the right to make the final decision.

21 10.5 Failure to report for work on a holiday after having been scheduled to work on such
22 holiday shall be just cause for denial of holiday pay and may result in disciplinary action
23 being taken.

24 10.6 Should a holiday occur during an employee's sickness, it shall be the option of the
25 employee to be charged with a sick day or holiday if the sickness includes two or more
26 consecutive workdays immediately preceding and/or following the holiday.

1 **ARTICLE 11**

2 **HOURS OF WORK**

3 11.1 Employees in the bargaining unit work a flexible schedule of hours whose work
4 responsibilities require the exercise of independent judgment in the performance of their
5 management and administrative duties.

6 11.2 The work period for employees covered by this Agreement shall consist of a period of
7 either fourteen (14) consecutive days or twenty-eight (28) consecutive days. The 28 day
8 period shall be utilized for employees assigned to Patrol functions, and the basic work
9 schedule shall consist of an 11 hour, 25 minute day. Lieutenants shall not have the
10 work periods substantially modified unless they are provided an opportunity to negotiate
11 in accordance with Chapter 447, Florida Statutes, concerning the change.

12 A. Employees whose schedule is based on a fourteen- (14-) day period shall be
13 paid at the rate of one and one-half (1½) times the employee's straight time
14 hourly rate of pay for all authorized work performed for the City in excess of
15 eighty (80) hours in a fourteen- (14-) day period.

16 B. Employees whose schedule is based on a twenty-eight- (28-) day period shall be
17 paid at the rate of one and one-half (1½) times the employee's straight time
18 hourly rate of pay for all authorized work performed for the City in excess of 160
19 hours in a twenty-eight- (28-) day period.

20 C. Further, nothing herein shall require the payment of time and one-half (1½) when
21 an insubstantial amount of time is worked in excess of the normal workday. For
22 the purpose of this Article, an insubstantial amount of time shall be considered
23 any period of time less than seven (7) minutes.

24 D. Hours worked for the City, including appearance on behalf of the City in a quasi-
25 judicial or judicial proceeding arising out of course and scope of employment with
26 the City, shall count for the purpose of determining hours to be paid at a time
27 and one-half (1½) rate. Additionally, vacations, holidays and all other paid
28 leaves, excluding sick leave and except when paid leave is taken for the entire
29 regularly scheduled workweek, shall count as hours worked for the purpose of
30 computing overtime. Nothing in this Agreement shall be construed to require the
31 payment of time and one-half (1½) more than once for the same hours worked.

32 11.3 Lieutenants may, with prior approval of management, temporarily work a different
33 schedule or adjust their schedule.

- 1 11.4 Lunch hours shall be paid as part of the scheduled workday for all Lieutenants and shall
2 not be substantially modified unless the association is provided the opportunity to
3 negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.
- 4 11.5 All employees shall receive pay for attending "Community Policing Events" as defined by
5 the Chief of Police or Designee (e.g., crime watch meeting, neighborhood cleanup, etc.)
6 in accordance with the following:
- 7 1. When attendance at a "Community Policing Event" begins while on duty and
8 continues past the end of the normal duty shift, or begins prior to the start of the
9 normal duty shift and continues into the normal duty shift, the time shall be
10 considered a continuation of the normal workday.
 - 11 2. When attendance at a "Community Policing Event" begins and ends while off
12 duty, the employee shall receive overtime pay at a rate of one and one-half (1½)
13 times his/her straight time rate of pay for all hours worked while attending such
14 Community Policing Events or the employee shall receive a minimum guarantee
15 of two (2) hours at one and one-half (1½) times his/her straight time rate of pay,
16 whichever is greater.
 - 17 3. The employee shall be given the option to adjust his/her schedule to ensure that
18 the Community Policing Event falls within his/her regularly scheduled hours of
19 work for that day.
- 20 11.6 All employees shall receive pay for attending mandatory "Administrative Meetings" (e.g.
21 Tactical Briefings, Command Staff, Monthly Lieutenants Meeting, etc.) while off duty in
22 accordance with the following:
- 23 1. When attendance at a mandatory "Administrative Meeting" begins while on duty
24 and continues past the end of the normal duty shift, or begins prior to the start of
25 the normal duty shift and continues into the normal duty shift, the time shall be
26 considered a continuation of the normal workday.
 - 27 2. When attendance at a mandatory "Administrative Meeting" begins and ends
28 while off duty, the employee shall receive overtime pay at a rate of one and one-
29 half (1½) times his/her straight time rate of pay for all hours worked while
30 attending such "Administrative Meetings" or the employee shall receive a
31 minimum guarantee of two (2) hours at one and one-half (1½) times his/her
32 straight time rate of pay, whichever is greater.

3. The employee shall be given the option to adjust his/her schedule to ensure that the Administrative Meeting falls within his/her regularly scheduled hours of work for that day.

1 **ARTICLE 12**

2 **SICK LEAVE**

3 12.1 Employees will earn sick leave at the rate of ninety-six (96) hours annually.

4 12.2 Sick leave will be granted upon approval of the Department Head, or his/her designee,
5 for the following reasons:

6 A. For absence due to personal illness, injury or temporary disability. A doctor's
7 statement is required for temporary disability indicating approximate length of
8 absence due to disability.

9 B. For personal medical and dental appointments.

10 C. For absence due to a compensable injury arising out of the course of City
11 employment (employee may request the Department Head, or his/her designee,
12 to allow him/her to remain on full pay for the period which can be covered by sick
13 leave balance when prorated with the amount being paid by Workers'
14 Compensation).

15 D. An employee may use up to twelve (12) days of accrued sick leave or fifty
16 percent (50%) of the employee's currently accrued sick leave, whichever is
17 greater, for illness of a member of an employee's immediate family [defined as
18 spouse, certified or registered domestic partner, dependent child(ren), mother or
19 father] living in the same domicile, or dependent children not living in the same
20 domicile. For the purpose of this article, dependent children are defined as the
21 employee's unmarried, natural, adopted, or step-child(ren), or a child whom the
22 employee has been appointed legal guardian or legal custodian, or the natural or
23 adopted child(ren) of the employee's current certified or registered domestic
24 partner, who are under the age of 19; or if over the age of 19 meet the criteria for
25 dependency as defined in the City's health insurance policy; or are handicapped
26 children as defined in said policy. Management may require confirmation of the
27 illness from the employee by furnishing a doctor's certificate, or any other means
28 deemed appropriate. The City Manager may waive these restrictions if he/she
29 find special circumstances exist.

30 12.3 All employees are required to notify the designated supervisor on duty as early as
31 possible. In the case of non-shift employees, no later than the starting of his/her
32 scheduled workday and in the case of shift employees, no later than sixty (60) minutes
33 prior to the starting of his/her scheduled workday, when he/she is unable to report for
34 work because of illness or injury, giving the reason for absence. Employees failing to

1 comply with this provision shall not be allowed to charge their absence to sick leave
2 unless waived by the Department Head, and will not receive pay for this leave. All shift
3 employees will notify the designated supervisor at least one (1) hour in advance of their
4 intent to return to work following absence due to illness or injury of more than two (2)
5 days. It shall be the mutual obligation of the City and the Association to cooperate with
6 each other in order to prevent abuse of sick leave.

- 7 12.4 A. An employee absent for three (3) or more consecutive workdays shall be
8 required to report to Employee Health Services prior to returning to work to verify
9 that the employee is fit to work. An employee shall remain in sick leave status
10 until he/she is released by Employee Health Services and reports to his/her work
11 site. This provision may be waived temporarily by Management for employees
12 returning to work anytime that Employee Health Services is not open, except in
13 cases of injury in which this provision shall apply. Such absence shall require a
14 doctor's written statement of diagnosis verifying the employee's illness or injury,
15 which will be turned in to Employee Health Services, or a similar statement from
16 the City's Occupational Health Nurse which will be turned in to the Department's
17 Medical Records Custodian or his/her designee, or sick leave will not be allowed.
- 18 B. A doctor's written statement of diagnosis verifying illness or injury of less than
19 three (3) consecutive day(s) shall be required by the City in cases of frequent
20 use of sick leave or when the pattern of sick leave usage indicates potential
21 abuse of sick leave privileges. If this doctor's statement is to be required on a
22 continual basis, the employee shall be so notified, in writing, prior to the
23 imposition of such requirement. The duration of each such requirement shall not
24 exceed one (1) year. A copy of such notice shall be placed in the employee's
25 master personnel file.
- 26 C. The employee may be required by the appropriate Department Head, or his/her
27 designee, to obtain a written statement of diagnosis verifying illness or injury
28 from the City's doctor prior to returning to work. Expenses of obtaining a
29 statement from the City's doctor shall be borne by the City. Expenses of a
30 doctor other than the City's doctor, if any, resulting from verification of illness or
31 injury, shall be the responsibility of the employee.
- 32 D. When a diagnosis and verification of illness or injury is required, the following
33 shall apply: The doctor's written statement, will be turned in to Employee Health
34 Services before the employee returns to work, which statement shall detail the

- employee's illness, the treatment made and any restrictions on the employee's ability to perform all the duties normally assigned to the employee's classification. Failure to provide such a statement shall preclude the use of sick leave and the employee returning to work. Excessive absenteeism due to illness and injury may result in discipline being imposed.
- E. If the appropriate supervisor determines from personal observation that an employee reporting to duty may be too sick to work, the employee may be required to report to the City's doctor or nurse to determine whether the employee is fit to work or may be sent home.
- F. In all cases where an employee is required to report to the City's doctor to obtain a written statement of diagnosis verifying illness or injury, the failure by the doctor to substantiate the employee's claim of illness or injury will preclude use of sick leave and may result in discipline being imposed. In all cases where the employee is required to report to Employee Health Services, failure to do so will preclude the use of sick leave.
- 12.5 Sick leave may not be charged in increments of less than two (2) hours without prior approval by the Department Head or his/her designee. Sick leave shall not be granted in advance of being earned. Vacation and banked holiday may be used in lieu of sick leave, however, the employee shall be considered sick and not on vacation and the time used shall be treated as sick leave for all purposes. When an employee has insufficient sick leave credit to cover a period of absence, vacation, or banked holiday will be used and, if none is available, the employee shall be in a no pay status.
- This paragraph pertains to unscheduled absences and is not intended to prevent advanced scheduling of vacation as outlined in Article 9, Section 9.4.
- 12.6 Should a holiday occur during the employee's sickness, it shall be the option of the employee to be charged with a sick day or holiday if the sickness includes two or more consecutive workdays immediately preceding and/or following the holiday.
- 12.7 Sick leave shall continue to accrue during the periods of absence in which the employee is in pay status.
- 12.8 Employees who are transferred from one department to another shall have their sick leave credits transferred with them.
- 12.9 Unused sick leave is forfeited upon termination from the City's service.
- 12.10 Employees taking sick leave shall be compensated at their regular rate of pay for the time off work.

12.11 The sick leave incentive award will be given by the City to employees who use little or no sick leave, or vacation in lieu of sick leave, during a period of one (1) year. Eligibility for the incentive award shall be based on:

1. Date of hire or adjusted service date.
2. The amount of sick leave, or vacation in lieu of sick leave, used in the previous year of service.

12.12 The incentive award will be credited to an employee's accrued vacation leave and may be used as set forth in Article 9. The incentive award is computed on the following basis for each year of eligibility:

Sick Leave, or Vacation in Lieu of Sick Leave, <u>Used</u>	Work Hours <u>Awarded</u>
2 hrs or less	32
more than 2 through 10	24
more than 10 through 20	16
More than 20	None

12.13 Any sick leave appearing on the employee's record in the Human Resources Department that is accrued and unused upon the ratification date of this Agreement shall be converted to additional service credit for determining pension benefits, except as provided below. Each such day of unused sick leave shall be converted to one (1) full day of additional employment service credit.

For service earned by members on or after July 1, 2013, no additional months of service shall be credited for unused sick leave earned on or after July 1, 2013. In calculating credited service on or after July 1, 2013, the lesser number of months between the additional months of service credited for unused sick leave earned on or before June 30, 2013, and months of unused sick leave available to members at the time of their retirement shall be used.

12.14 For individuals whose most recent hire date is on or after July 1, 2013, the maximum accumulated unused sick leave shall not exceed 1,040 hours. Employees with sick leave balances above the cap shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date occurs.

1
2 Upon entering into the Deferred Retirement Option Plan (DROP), except as provided in
3 12.13 above, employees may elect to apply accumulated and unused sick leave hours
4 to attain the requisite years of credited service for eligibility, to provide for additional
5 credited service, or retain some or all of their unused sick leave for use during their
6 employment while participating in the DROP. In the case of a reverse DROP, members
7 may utilize the lesser of the sick leave balance in existence on the effective date of
8 commencement of participation, the balance in existence as of July 1, 2013, or the
9 balance in existence ninety (90) days after declaration of intention to enter the reverse
10 DROP, except as provided in 12.13 above. Any unused sick leave remaining at the
11 expiration of the DROP participation or period will be forfeited.
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ARTICLE 13

BEREAVEMENT LEAVE

13.1 In the event of death in an employee's immediate family, he/she shall be granted leave with pay by the employee's Department Head for three working days. The employee shall be required to furnish to management such information as may be requested to properly administer this Article. Leave granted in the event of death of a relative other than those in the immediate family shall be charged as vacation leave.

13.2 For the purpose of this Article, the following relationships shall be considered immediate family: father, mother, foster parent, brother, sister, spouse, son, daughter, current father-in-law, current mother-in-law, grandfather and grandmother, current step-mother, current step-father, and step children and foster children of the employee, spouse or certified or registered domestic partner if living in the same domicile. In addition, also included are: certified or registered domestic partner, natural or adopted children of certified or registered domestic partner, father of certified or registered domestic partner, mother of certified or registered domestic partner, current certified or registered domestic partner of employee's natural mother or father.

13.3 Employees taking bereavement leave shall be compensated at their regular rate of pay for the time off work.

13.4 Bereavement leave must be taken within five (5) days of the death or funeral.

1 **ARTICLE 14**

2 **JURY DUTY/COURT APPEARANCE**

3 14.1 Any employee covered by this Agreement who is required to perform jury service during
4 his/her normal work day in a county, state or federal court, shall be paid his/her regular
5 rate of pay for the period of such service. Employees receiving a summons for jury duty
6 must notify their immediate supervisor promptly or as soon as possible after receiving
7 such notice. Any employee failing to make such notification will not be paid for the
8 period of said absence. A Request for Leave form must be completed by the employee
9 with a copy of the court summons attached and must be approved by the Department
10 Head or appropriate authority prior to payment for such time off. Employees shall be
11 permitted to retain witness fees as provided by law.

12 14.2 An employee who is excused from jury duty or from appearance as a witness during
13 his/her normal work day must report to his/her supervisor to determine if he/she will be
14 required to work the remainder of his/her normal work schedule.

15 14.3 Employees who are involved in civil action initiated by themselves or outside the scope
16 of their employment will not be covered under this article, unless authorized by the Chief
17 of Police.

18 14.4 Lieutenants covered by this Agreement shall receive court pay in the following manner:

19 A. When the court appearance begins while on duty and continues past the end of
20 the normal duty shift, or begins prior to the start of the normal duty shift and
21 continues into the normal duty shift, the employee will be permitted to retain
22 witness fees and the court time shall be considered a continuation of the normal
23 duty shift.

24 B. When the court appearance begins and ends while off duty, the employee shall
25 retain the witness fee and receive overtime pay for court time with a minimum
26 payment of three (3) hours in addition to the witness fee.

27 C. A telephone deposition of the employee while off duty shall be compensated with
28 a minimum of one (1) hour's pay.

29 D. An employee placed on standby status for court duty, while off duty, shall receive
30 a minimum of three (3) hours at the premium rate of one and one-half (1 ½)
31 times the employee's straight time hourly rate of pay as set forth in Attachment A
32 for each date that the employee is required to serve such standby. For purposes
33 of this paragraph, "standby" means to be prepared to respond within one (1)
34 hour in court-appropriate attire to a court appearance while off duty.

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ARTICLE 15
LONGEVITY PAY

15.1 All regular full-time employees hired before March 2, 1992, shall receive longevity pay in accordance with Chapter 2, Article VII, Division 3, of the Gainesville Code of Ordinances in effect upon the date of ratification.

1 **ARTICLE 16**

2 **HOSPITALIZATION AND LIFE INSURANCE**

3 16.1 Premium increases shall be shared equally by the employee and the employer; provided
4 that the employee shall not pay more than twenty percent (20%) of the total premium for
5 Employee only coverage.

6 16.2 Part-time employees shall pay biweekly for Health Insurance on a three-quarter ($\frac{3}{4}$) or
7 one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-time position.

8 16.3 The City, during the term of this Agreement, will pay one hundred percent (100%) of the
9 premium cost for life insurance.

10 16.4 The City may open this article at any time during the term of this Agreement with thirty
11 (30) days notice to the PBA.

12 16.5 Employees covered by this Agreement who retire during the term of this Agreement
13 shall receive the Retiree Insurance Benefit as described below, ending the month of
14 September 2017, unless changes to said Benefit described below are negotiated in
15 accordance with Chapter 447, Florida Statutes. After the month of September 2017,
16 unless changes to said Benefit described below are negotiated in accordance with
17 Chapter 447, Florida Statutes, the City shall have no obligation whatsoever to make any
18 payment for any retiree insurance benefits, described below, or as provided by any
19 ordinance of the City of Gainesville or otherwise provided for any employee covered by
20 this Agreement.

21 The City's contribution towards a monthly premium shall be determined as
22 follows:

23 (a) Normal or early retirement - Ten dollars x number of years of credited service
24 and portion thereof:

25 Plus \$5.00 x number of years of age and portion thereof over 65, on the date
26 the retiree first accesses (enters) the retiree health insurance program

27 Minus \$5.00 x the number of years of age and portion thereof under 65, on
28 the date the retiree first accesses (enters) the retiree health insurance
29 program

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31 Such Retiree who entered a regular DROP before September 1, 2008, shall
32 have the period of employment while in the regular DROP added to the years
33 of credited service for the purposes of calculation described in this
34 subsection (a).

1 (b) Disability retirement. The amount that the City will contribute towards the
2 required premium, for covered employees who became retirees based upon
3 an application for disability retirement submitted after the effective date of
4 this Section 16.5 will be:

5 (1) For approved "in-line-of-duty" disabilities under the consolidated police
6 officers and firefighters retirement plan, the City will contribute towards an
7 individual premium an amount equal to 80 percent of the individual
8 premium of the least costly (lowest premium) City group health insurance
9 plan option being offered at the time the disability retirement is approved.

10 (2) For approved "in-line-of-duty" disabilities under the consolidated police
11 officers and firefighters retirement plan, the City will contribute towards
12 any other (than described in subsection 1 above) tier of coverage an
13 amount equal to 150 percent of the individual premium of the least costly
14 (lowest premium) City group health insurance plan option being offered at
15 the time the disability retirement is approved.

16 (3) For approved disabilities other than "in-line-of-duty", the City will
17 contribute 50 percent of the amount described in subsections 1. and 2.
18 above.

19
20 (c) The City's amount of contribution toward the monthly premium, calculated
21 under (a) or (b) above, will be adjusted annually at a rate of 50% of the
22 annual percentage change in the individual premium of the least costly option
23 offered the prior plan year. The adjustment will occur at the beginning of the
24 first Plan Year after the initial City contribution has been determined. The
25 amount of City contribution the retiree would initially be eligible for, calculated
26 as of the date of retirement, will be adjusted annually, whether or not the
27 retiree has chosen to enter the retiree health insurance program immediately
28 upon retirement.

29 (d) City's Contribution

30 (1) In no event shall the City's contribution toward a premium as described
31 above, exceed the amount of the premium the City contributes for active
32 covered employees for the least costly (lowest premium) City group health
33 plan option being offered at that time, for the applicable tier of coverage
34 involved. In the event that the eligible retiree has elected to participate in the

1 City sponsored, if any, Medicare supplement plan in lieu of participating in
2 the City group health plan(s), the city's contribution shall not exceed the
3 amount of the premium for the Medicare supplement plan.

4 (2) Retiree and dependents participating in the City group health plan or
5 Medicare supplement plan will be required to authorize payment of premiums
6 from RHS accounts or pension annuities, where sufficient funds are
7 reasonably available for such purposes in order to remain eligible to receive
8 contributions from the City.

9 Either party may reopen this Subsection 16.5 for negotiation with a thirty- (30-) day
10 written notice.

ARTICLE 17

TUITION REIMBURSEMENT PROGRAM

17.1 Tuition reimbursement shall be administered in accordance with the City of Gainesville HR Policy B-1, which was revised on 4/3/14. The City will not substantially modify application of this policy, as it pertains to employees covered by this Agreement, unless the Association is provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes concerning the change.

17.2 The City of Gainesville will provide funding to support this program and to assist employees with accredited educational tuition costs. An attempt will be made to distribute above said funds so they will be available for each school term.

1 **ARTICLE 18**

2 **MISCELLANEOUS EMPLOYEE BENEFITS**

3 18.1 The City, during the term of this Agreement (October 1, 2014 – September 30, 2017),
4 will provide a dry cleaning allowance each year of the Agreement in the amount of
5 560.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April
6 1. The City, during the term of the Agreement (October 1, 2014 – September 30,
7 2017), shall provide an annual clothing allowance each year of the Agreement in the
8 amount of \$585.00. One-half (½) shall be paid on a pro rata basis on or about October
9 1 and April 1. Each fiscal year all employees covered by this agreement shall receive
10 one hundred dollars (\$100.00) annual leather allowance.

11 In the event ratification occurs after one or more payments would have been made, the
12 City agrees to provide full payment for any part of this allowance not paid to members,
13 as described herein. Such payment shall be made within sixty (60) days of ratification of
14 this Agreement.

15 18.2 Annual health assessments will be given employees covered by this Agreement.
16 Periodic physical examinations will be given employees covered by this Agreement as
17 follows: (Type A at age 40, 50 and 60. Type B at age 30, 35, 45 and 55.) The City's
18 Employee Health Services and/or the City doctor may prescribe more extensive tests
19 (e.g., stress, EKG) should the physical history or preliminary lab work indicate a need for
20 a more extensive physical examination.

21 18.3 In the event of death, all compensation due to the employee as of the effective date of
22 death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee
23 as determined by law or by executed forms in his/her personnel folder.

24 18.4 When an employee is required to use his/her personal automobile in the performance of
25 City business, said employee will be reimbursed for operating expenses at the rate
26 outlined in the City's Travel Policy, exclusive of mileage traveled to and from his/her
27 work location.

28 18.5 An employee, upon request, shall be entitled to Association representation at
29 disciplinary interviews or conferences in accordance with law.

30 18.6 If the State of Florida discontinues the funding of the Salary Incentive Program for local
31 and state law enforcement officers and Correctional Officers (F.S.943), then the City
32 shall, upon request, meet and confer with the Association concerning the City's adoption
33 and funding of an analogous program.

34 18.7 The take-home car program shall be amended as follows:

- 1 A. All employees who have a Police department take-home vehicle, shall be
2 permitted to use the take-home vehicle within Alachua County for the purposes
3 of driving to and from work, attending accredited schools (educational classes),
4 picking up and dropping off uniforms at the dry cleaners, or engaging in physical
5 fitness activity.
- 6 B. In addition, employees may transport passengers who are not City employees
7 and are not on City business while the employee is driving to and from work and
8 is off-duty under the following conditions:
- 9 1. Passengers are restricted to the employee's dependent children;
 - 10 2. Transportation is limited to driving dependent children to and from
11 daycare or school.
 - 12 3. The employee must submit a list of those dependent children to be
13 transported, along with the address(es) of the daycare or school, to the
14 Chief of Police or designee and receive written approval prior to
15 transporting any person not a City employee or a person on City
16 business;
 - 17 4. Any change in the number or identity of dependent children to be
18 transported must be made in writing to the Chief of Police or designee for
19 approval at least fifteen (15) days prior to beginning the change;
 - 20 5. The officer shall first purchase and maintain, at his/her sole expense,
21 liability coverage on the vehicle assigned to him/her and the City of
22 Gainesville shall be named an additional insured. The employee must
23 also provide Personal Injury Protection (PIP) coverage as required by
24 statute. The limits of the liability coverage shall be at least \$100,000 per
25 individual and \$300,000 per occurrence. Proof of insurance shall be
26 submitted to the Chief of Police or designee before an employee may
27 transport passengers who are not City employees and are not on City
28 business and shall be verified on an annual basis;
 - 29 6. The officer shall maintain the required automobile liability and PIP
30 coverage for as long as the member participates in the take-home vehicle
31 program and when passengers under this subsection may be
32 transported. The required automobile liability and PIP coverage shall be
33 in place prior to the officer transporting a dependent child in the City
34 vehicle. Thirty (30) days notice shall be provided to the City of

1 Gainesville before the insurance coverage on the vehicle can be
2 cancelled or reduced below required limits.

3 7. The officer shall execute an affidavit, prior to transporting any dependent
4 children, that he/she has read and complied with said conditions;

5 8. Failure to adhere to all of the conditions provided herein shall subject the
6 member to disciplinary action up to and including dismissal.

7 C. Employees shall not be eligible for a take-home vehicle unless they live within
8 Alachua County.

9 D. Nothing in this Agreement shall be construed to prohibit the Police Department
10 from temporarily suspending or from revoking the use of a take-home vehicle
11 based on disciplinary action as outlined in the departmental manual.

12 18.8 There shall be only one official personnel file for each employee, which shall be
13 maintained in the Human Resources Department. Employees will be given a copy of
14 any disciplinary action placed in the employee's official personnel file. Any employee
15 disagreeing with a disciplinary action placed in such file shall be allowed to have his
16 views regarding such action placed in the file. An employee will have the right to review
17 his own official personnel file at reasonable times under proper supervision.

18 18.9 A Lieutenant, if assigned as the Special Weapons and Tactics (SWAT) (or equivalent)
19 unit commander, shall receive \$100 per month for each full month of assignment. A
20 Lieutenant, if assigned as the unit commander for the Negotiation Response Team
21 (NRT) or Advanced Law Enforcement Rifle Team (ALERT), shall receive \$50 per month
22 for each full month of assignment.

ARTICLE 19

LAYOFF

19.1 In the case of personnel reductions, the employees with the least seniority shall be laid off first. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work. Seniority shall begin with the time in grade, including approved leaves of absence of less than one year. If time in grade is equal, the next determining factor will be departmental seniority.

19.2 Whenever the Chief of Police, under Section 19.1, determines a person in the classification of Lieutenant, should be laid off, that person shall have the option of being laid off or of being reduced to the next lower classification in the Department (both responsibility and pay wise). In the latter event (reduction), the provisions of the labor agreement pertaining to employees in the lower classifications shall be used to determine layoffs.

1 **ARTICLE 20**

2 **RECALL**

3 20.1 Recall.

- 4 A. Employees laid off or reduced as set forth in Section 19.1 shall be recalled in the
5 reverse order from which they were laid off.
- 6 B. Regular employees laid off shall have precedence for recall to their former
7 classification over other applicants for a period of one hundred eighty (180) days.
- 8 C. Laid off employees recalled within 180 days shall have their tenure of service
9 restored. If reemployed after 180 days, the employee shall be treated as a new
10 employee.
- 11 D. The City will offer recall to laid-off employees by certified mail to the last known
12 address on file with the Human Resources Department. If the laid-off employee
13 fails to report to the Human Resources Department his/her intentions of returning
14 to work within seven (7) days after mailing of said certified notice, tenure of
15 service shall be broken. Any extenuating circumstances may receive
16 consideration by management and the Human Resources Director.
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ARTICLE 21
LENGTH OF SERVICE

21.1 Length of Service.

An employee shall lose his/her continuous length of service and his/her employment with the City shall be considered terminated for all purposes if:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee who has been laid-off fails to report to work within a period of seven (7) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Human Resources Department. Any extenuating circumstances may receive consideration by management and the Human Resources Director.
- D. The employee fails to report for work at the termination of a leave of absence.
- E. The employee works on another job while on leave of absence without the City's permission.
- F. The employee is laid off for a period longer than one hundred eighty (180) days.
- G. The employee is absent without leave for three (3) consecutive workdays without notifying his supervisor or the Human Resources Department. Such absence shall constitute a voluntary quit. Any extenuating circumstances may receive fair consideration by the Human Resources Director.
- H. The employee voluntarily retires or is automatically retired under the terms of the retirement plan.

21.2 Provided, however, and in any event, any action under this Article shall not be in derogation of the City's Affirmative Action Plan.

1 **ARTICLE 22**

2 **WORKERS' COMPENSATION**

3 22.1 Payment of workers' compensation benefits to all employees who are disabled because
4 of an injury arising out of, and in the course of, performing their duties with the City will
5 be governed as follows: full workers' compensation benefits as provided in accordance
6 with the Workers' Compensation Law, Chapter 440, Florida Statutes.

7 22.2 When an employee is absent due to a compensable injury as a result of actively
8 engaging in official police duties as determined by management, he/she shall receive
9 his/her regular pay for the first thirty (30) calendar days of such absence. However, in
10 the case of an accident in which the thirty- (30-) day injury leave applies and where the
11 employee is determined to be at fault by Risk Management, the amount of injury leave
12 shall be fifteen (15) calendar days. But, such payment shall not, when added to
13 workers' compensation benefits, total more than the normal take home pay (gross base
14 pay minus taxes) received by the employee immediately prior to such absence.

15 22.3 An employee sustaining a lost-time injury may use earned but unused sick, vacation, or
16 banked holidays. The request must be made to the Department Head to allow the
17 employee to remain on full pay for the period which can be covered by the sick,
18 vacation, or banked holidays balance when pro-rated with the amount being paid by
19 workers' compensation as set forth in paragraph 1.

20 22.4 After employees are authorized to return to rehabilitative duty, they shall receive no
21 further benefits under this Article nor shall they be entitled to elect to take sick leave in
22 lieu of returning to work.
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1 **ARTICLE 23**

2 **LEAVE WITHOUT PAY**

3 23.1 GENERAL INFORMATION

4 Leaves of absence may be paid or unpaid, depending upon the circumstances of
5 the leave and whether the employee has accrued applicable paid leave available. Three
6 categories of leaves of absence are described herein.

7
8 A. Leaves of absence will be granted for Family and Medical Leave (FMLA) - see
9 Section 23.6.

10 B. Leaves of absence may be granted under conditions similar to FMLA for
11 employees to care for Certified or Registered Domestic Partners (Partner
12 Leave) – see Section 23.9.

13 C. Leaves of absence without pay may be granted for Personal Leave - see Section
14 23.10.

15 23.2 Leave Request Procedure:

16 Employees are expected to be familiar with and are required to follow the leave
17 procedures as outlined in the Leave Request Procedures Section. Leave requests for
18 less than one full pay period should be handled with a Leave Request Form attached to
19 the time sheet. Employees may be required to report on his/her status and intention to
20 return to work and may be subject to loss of benefits and/or discipline for failure to do
21 so.

22
23 23.3 Continuity of Service:

24 Any leave without pay for one full pay period or more which is approved in accordance
25 with these procedures shall not constitute a break in service, but will constitute an
26 adjusted service date. If leave is ninety (90) days or longer, the employee's pension
27 service date will be affected.

28 23.4 Expiration of Leave and Reinstatement:

29 Reinstatement is dependent upon the type of unpaid leave. Refer to the appropriate
30 section for more information.

31 23.5 Extension of Leave:

32 If an extension of the leave is required, a request for the extension must be submitted
33 on the Leave Request Form at least five (5) days in advance of the leave expiration.

1 Consideration of an extension will be based on the same criteria as the original request.
2 Failure to return to work at the expiration of the leave may result in termination.

3 23.6 Family and Medical Leave:

4 A. Eligible employees may take a maximum of twelve (12) weeks of Family and
5 Medical Leave in their FMLA leave year. This leave may be paid if applicable leave is
6 available or the leave may be unpaid.

7 FMLA will be granted for:

- 8 1. The birth of a child and care for a child within twelve (12) months
9 following a birth;
- 10 2. The placement of a child with the employee. Leave must be taken within
11 twelve (12) months following placement.
- 12 3. To care for the spouse, child, or parent of the employee who has a
13 "Serious health condition".
- 14 4. If the employee is unable to perform his or her own job because of the
15 employee's own serious health condition.
- 16 5. Because of "any qualifying exigency" arising out of the fact that the
17 spouse, son, daughter or parent of the employee is on covered active duty
18 assignment, or has been notified of an impending call to active duty status, in
19 support of a contingency operation, as a member of the Reserves or a retired
20 member of the Regular Armed Forces or Reserves.

21 B. An eligible employee who is the spouse, son, daughter, parent or next of kin of a
22 covered servicemember, as defined by the FMLA, who is recovering from a
23 serious illness or injury sustained in the line of duty is entitled to up to twenty-six
24 (26) weeks of leave in a single twelve- (12-) month period to care for the
25 servicemember. This military caregiver leave is available during a single twelve-
26 (12-) month period during which an employee is entitled to a combined total of
27 twenty-six (26) weeks of all types of FMLA leave.

28 If both the husband and wife are employed by the City, then the aggregate
29 number of workweeks of leave to which both husband and wife may be entitled
30 under this subsection may be limited to twenty-six (26) weeks during the single
31 twelve- (12-) month period described in this subsection B if the leave is

- 32 (i) leave under subsection B; or
- 33 (ii) a combination of leave under subsection A and leave under
34 subsection B above.

1 C. Eligibility Requirements

2 Employees are generally eligible if they have worked for the City for at least one
3 (1) year and for 1,250 hours over the twelve (12) months prior to the leave.

4 D. Definition of Serious Health Condition

5 A serious health condition is an illness, injury, impairment, or physical or mental
6 condition that involves:

- 7 (i) inpatient care at a hospital, hospice, or residential medical care facility, or
- 8 (ii) continuing treatment by a health care provider; or
- 9 (iii) for the purpose of leave under 23.8.1, in the case of a member of the
10 Armed Forces, including a member of the National Guard or Reserves,
11 means an injury or illness incurred by the member in line of duty on active
12 duty in the Armed Forces that may render the member medically unfit to
13 perform the duties of the member's office, grade, rank, or rating.

14 Subject to certain conditions, the continuing treatment requirement may be met
15 by a period of incapacity of more than three (3) consecutive calendar days
16 combined with at least two (2) visits to a healthcare provider or one (1) visit
17 resulting in a regimen of continuing treatment; incapacity due to pregnancy; or
18 incapacity due to a chronic, permanent or long-term serious health condition.

19 E. Use of Leave

20 An employee does not need to use this leave entitlement in one block. Leave may
21 be taken intermittently or on a reduced leave schedule when certified as medically
22 necessary. Employees must make a reasonable effort to schedule leave for planned
23 medical treatment so as not to unduly disrupt operations. Leave due to qualifying
24 exigencies may also be taken on an intermittent basis.

25 F. Substitution of Paid Leave for Unpaid Leave

26 The City requires the use of all appropriate accrued paid leave while taking FMLA
27 leave (see 23.7).

28 G. Employee Responsibilities

29 Employees must provide at least thirty (30) days advance notice of the need to take
30 FMLA leave when the need is foreseeable. When thirty (30) days notice is not
31 possible, the employee must provide notice as soon as practicable and comply with
32 applicable call-in procedures.

33 Employees must provide sufficient information for Employee Health Services (EHS)
34 to determine if the leave qualifies for FMLA protection and the anticipated timing and

1 duration of the leave. Sufficient information may include that the employee is unable
2 to perform job functions, the family member is unable to perform daily activities, the
3 need for hospitalization or continuing treatment by a healthcare provider and
4 information on symptoms, diagnosis, hospitalization, examination results, whether
5 medication has been prescribed, any referrals for treatment (physical therapy, for
6 example), any other regimen of continuing treatment, or circumstances supporting
7 the need for military family leave.

8 Employees also must inform EHS if the requested leave is for a reason for which
9 FMLA was previously taken or certified, and may be required to provide a
10 certification and periodic recertification supporting the need for leave.
11 Documentation must be provided in a timely manner, or FMLA leave may be denied,
12 use of paid leave may be denied, employees may lose job benefits and protections,
13 and may be subject to disciplinary action.

14 H. Conditions:

- 15 1. Leave without pay for one (1) full pay period or more will not be considered time
16 worked for purposes of accruing seniority, longevity, vacation, sick or other
17 employee benefits.
- 18 2. Employees may take Family and Medical Leave in twelve (12) consecutive
19 weeks, may use the leave intermittently, or under certain circumstances may use
20 the leave to reduce the workweek or workday, resulting in a reduced hour
21 schedule. Except for care for a covered servicemember, the FMLA-covered
22 leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month
23 period measured forward from January 1. However, for the birth, placement,
24 adoption of a child, or bonding/well newborn care after such, the City and the
25 employee must mutually agree to the schedule before the employee may take
26 leave intermittently or work a reduced hour schedule.
- 27 3. The City may temporarily transfer an employee to an available alternative
28 position with equivalent pay and benefits if the employee is qualified for the
29 position and the alternative position would better accommodate the intermittent
30 or reduced schedule.
- 31 4. If an employee out on regular paid leave seeks to extend that leave under the
32 provisions of the Family and Medical Leave Act, the City may classify and apply
33 leave already taken towards the employee's twelve- (12-) week total upon
34 appropriate information from the employee.

- 1 5. The employee's position may be filled by a temporary appointment or
2 assignment of another employee. At the expiration of the leave, the employee
3 shall be reinstated in the position vacated, if it exists and reinstatement is
4 otherwise warranted.
- 5 6. Except as provided herein, the employee, upon returning to work from a medical
6 leave, must report to Employee Health Services. The employee may be required
7 to submit a written approval from his/her healthcare provider stating the
8 employee is approved to return to work. The employee may be required to
9 complete a fitness for duty examination related to the serious health condition for
10 which the employee was absent on FMLA leave.
- 11 7. While the employee is on medical leave, the City will continue the employee's
12 health benefits during the leave period at the same level of benefits and under
13 the same conditions as if the employee had continued to work. An employee on
14 paid medical leave continues to pay the contribution rate via payroll deduction as
15 when an active employee. An employee on unpaid leave continues to pay the
16 contribution as when an active employee. In this case, the employee must
17 continue to make this payment either in person or by mail to the City's Risk
18 Management Department. Payment must be received by the last day of the
19 month prior to each month of coverage. If the payment is more than thirty (30)
20 days late, the employee's healthcare coverage may be dropped. The City will
21 notify the employee in writing at least fifteen (15) days before the date that health
22 coverage is retroactively cancelled, or at the City's option, it may pay the
23 employee's share of the premiums during unpaid medical leave and recover
24 those payments from the employee upon the employee's return to work.
- 25 8. If the employee chooses not to return to work for reasons other than a
26 continuation, recurrence, or onset of a FMLA qualifying serious health condition
27 or for other circumstances beyond the control of the employee, the City will
28 require the employee to reimburse the City the amount it paid for the employee's
29 health insurance premium during the leave period through deducting from any
30 sums due the employee arising out of the employment relationship, or by
31 initiating legal action against the employee to recover such costs.

23.7 How available paid leave is applied to an FMLA qualifying event

A. Except as provided below, all applicable accrued vacation and sick leave must be exhausted before going into unpaid leave status. An employee may use up to a maximum of 480 hours of the employee's applicable accrued leave.

B. Designated Leave System

For employees in the sick leave/vacation leave system, employees are required to use sick leave, and in the absence of sick leave, vacation leave for absences due to their own or family member's serious health condition. In the case of absences due to a compensable accident, after wage loss payments start, employees may choose whether or not to supplement the wage loss payments with sick leave, then vacation. Employees may utilize sick leave or vacation in lieu of sick leave for the adoption and birth of a newborn within six (6) weeks after adoption, placement, or bonding/well newborn care after such birth, for up to ninety-six (96) hours of such paid leave. Upon exhaustion of sick leave prior to utilizing ninety-six (96) hours, the employee will be required to use vacation in lieu of sick for up to the remainder of that period, after which time unpaid leave, or vacation in accordance with departmental notice procedures could be taken for the remainder of the FMLA entitlement period. Alternatively, the employee may take only unpaid leave for all absences due to adoption, placement, birth or bonding/well newborn care after such or take vacation leave in accordance with departmental notice procedures.

23.8 FMLA and Partner Leave Definitions

A. Child: includes a biological, adopted or foster child, stepchild, a legal ward, or a child for whom the employee stands in loco parentis (i.e. in the place of a parent) who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability. (FMLA)

B. Parent: means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. (FMLA)

C. Leave Year: The twelve- (12-) month period measured forward from January 1 each year, except in the care of covered service member caregiver leave (see 23.6B).

1 23.9 Certified or Registered Domestic Partner medical leave (Partner)

- 2 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
3 medical leave in the FMLA leave year. Eligible employees may also take
4 covered service member caregiver leave, if the covered service member is the
5 eligible employee's Certified or Registered Domestic Partner, for a maximum
6 twenty-six (26) weeks as described in 23.6B. Unless otherwise required by law,
7 the amount of partner leave available to an employee may be reduced by leave
8 taken pursuant to 21.6, FMLA, during the same leave year. This leave may be
9 paid if applicable leave is available or the leave may be unpaid. The FMLA
10 Leave Year is defined as the twelve- (12-) month period measured forward from
11 January 1 each year.
- 12 B. Partner leave will be granted for, and under the same conditions as FMLA leave
13 to care for a spouse, or covered servicemember.

15 23.10 Personal Leave

- 16 A. An employee may be granted a Personal Leave without pay for a period of time
17 not to exceed a total of one (1) year, for the following reasons:
- 18 1. Health or family related problems not defined within Family and Medical
19 Leave Policy or beyond the time limits of the FMLA or beyond the scope
20 of leave available for Certified or Registered Domestic Partners.
- 21 2. Education
- 22 3. Military leave not covered under Military
- 23 4. Extenuating personal reasons
- 24 B. Conditions:
- 25 1. Employees must apply for Personal Leave in writing at least ten (10)
26 working days prior to the beginning of the leave. Personal Leave may be
27 granted and if granted may be paid, unpaid, or a combination of paid and
28 unpaid leave. Prior to being placed on unpaid Personal Leave under this
29 section, employees must first exhaust all accrued vacation and personal
30 leave.
- 31 2. Unpaid leave for one (1) full pay period or more will not be considered
32 time worked for purposes of accruing seniority, longevity, vacation, or
33 sick or other employee benefits.

- 1 3. During an employee's approved Personal Leave without pay, his/her
2 position may be filled by a temporary appointment, or regular assignment
3 of another employee. At the expiration of the leave, the employee shall
4 be reinstated to the position vacated if it has not been filled regularly
5 during the leave. If the position has been filled, then the employee will be
6 reinstated to another position which is vacant and for which the employee
7 is qualified. The replacement position shall not be at a higher wage rate
8 than the position from which the leave was granted. Refusal of a vacant
9 position offered by the City shall result in the termination of the employee.
- 10 4. The employee shall not accept part or full-time employment elsewhere
11 while on leave of absence unless such employment was previously
12 approved and is not conducted during normal working hours.
- 13 5. Upon returning to work from a medical leave, the employee must report
14 to Employee Health Services. The employee may be required to submit
15 a written approval from their health care provider stating the employee is
16 approved to return to work. The employee may be required to complete
17 a fitness for duty examination.
- 18 6. An employee on unpaid personal leave must contact the City of
19 Gainesville's Risk Management Department to obtain a COBRA
20 Notification Form. The COBRA Notification Form outlines the terms and
21 conditions of the Consolidated Omnibus Budget Reconciliation Act,
22 COBRA rates, when payments are due, and where payments are mailed
23 to. Payment must be received by the last day of the month prior to each
24 month of coverage. If the payment is more than thirty (30) days late, the
25 employee's health care coverage may be dropped for the duration of the
26 leave. The City will notify the employee in writing at least fifteen (15)
27 days before the date that health coverage retroactively is cancelled, or at
28 the City's option, it may pay the employee's share of the premiums during
29 the unpaid medical leave and recover those payments from the employee
30 upon the employee's return to work. If the employee chooses not to
31 return to work, the City will require the employee to reimburse the City the
32 amount paid for the employee's health insurance premium during the
33 leave period through deducting from any sums due the employee arising

1 out of the employment relationship, or by initiating legal action against the
2 employee to recover such costs.

3

ARTICLE 24
MILITARY LEAVE

24.1 Active duty.

The City Manager shall grant a regular employee under his/her authority leave for active military service or state active duty in accordance with applicable law.

24.2 Reserve or Guard Annual Training.

The City shall grant a military leave of absence with pay to any employee called to temporary active or inactive duty for annual training purposes with the National Guard, or a reserve unit of the United States, or for attending evening or weekend military annual training which conflicts with his/her work schedule. Time off shall be granted for the purpose of attending the annual military training for a period not to exceed two hundred forty (240) hours (30 eight-hour working days) in any one calendar year.

24.3 Reserve or Guard Active Military Service (not annual training).

The City shall grant a military leave of absence to any employee called to active military service (not annual training) or state active duty with the National Guard, or a military reserve unit of the United States. For the purpose of active military service (not annual training) or state active duty the first thirty (30) calendar days of any such leave of absence shall be with full pay from the City.

24.4 Requests for Military Leave.

The employee is required to submit a copy of orders or statement from the appropriate military commander as evidence of such duty to his/her Department Head. The orders or statement must be attached to a Personnel Authorization Form requesting military leave. The request must be sent to the Human Resources Department for processing.

24.4 Military Leave Without Pay

In the event military leave is required in excess of the time allowed in paragraphs 24.2 and 24.3; the employee may be granted additional leave without pay or he/she may elect to use earned vacation leave. Vacation leave will not be required prior to allowing leave without pay.

1 **ARTICLE 25**

2 **HEALTH AND SAFETY**

- 3 25.1 The Employer agrees that it will conform to and comply with laws as to safety and health
4 properly required by federal, state and local law. The City and the Association will
5 cooperate in the continuing objective of eliminating accidents and health hazards.
- 6 25.2 The City and the employees will make reasonable effort to maintain and use all
7 equipment in a safe manner. Police vehicles will be cleaned and serviced on a regular
8 basis.

1 **ARTICLE 26**

2 **LIABILITY**

3 26.1 The City will defend any actions in tort brought against any employee(s) covered by this
4 Agreement as a result of any alleged negligence of said employee(s) arising out of and
5 in the scope of their employment with the City unless such employee(s) acted in bad
6 faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of
7 human rights, safety or property.

8 26.2 Whenever a City employee is sued for actions taken in the course of duty, the City will
9 provide legal defense through the lawyer supplied by the City or its insurance carrier. In
10 exceptional cases when a claim for punitive damages has been made, the City will pay
11 reasonable fees for additional counsel selected by the employee and the City, when the
12 City Commission has approved the hiring of additional counsel before the contract of
13 hire is made.

14 In no case will the cost of additional legal counsel be paid by the City unless prior
15 approval is given as stated above, and in no case will the City pay punitive damages, if
16 levied.

1 **ARTICLE 27**

2 **WAGES**

3 27.1 General Increases There shall be no General Increases during the term of this
4 Agreement, or after the expiration date of this Agreement, unless and until there is a
5 new Agreement in effect providing for such increases.

6 27.2 Merit Increases

7 A. There shall be no wage increases for Fiscal Year 2015.

8 B. Effective the first full pay period of January 2016, employees who receive a
9 rating of Meets Expectations, Exceeds Expectations, or Outstanding for the
10 rating period ending September 2015, shall receive a merit increase as
11 described herein. Eligible employees who are not participating in the DROP and
12 not receiving Longevity shall receive a merit increase of \$1,800 to his/her
13 annualized rate of pay. Eligible employees who are not participating in the
14 DROP and who receive Longevity pay shall receive a merit increase of \$1,600 to
15 his/her annualized rate of pay. Eligible employees participating in the DROP
16 shall receive a merit increase of \$1,200 to his/her annualized rate of pay. Any
17 increases in pay shall not exceed the maximum of the Lieutenant pay range.

18 C. Effective the first full pay period of January 2017, employees who receive a
19 rating of Meets Expectations, Exceeds Expectations, or Outstanding for the
20 rating period ending September 2016, shall receive a merit increase as
21 described herein. Eligible employees who are not participating in the DROP and
22 not receiving Longevity shall receive a merit increase of \$1,800 to his/her
23 annualized rate of pay. Eligible employees who are not participating in the
24 DROP and who receive Longevity pay shall receive a merit increase of \$1,600 to
25 his/her annualized rate of pay. Eligible employees participating in the DROP
26 shall receive a merit increase of \$1,200 to his/her annualized rate of pay. Any
27 increases in pay shall not exceed the maximum of the Lieutenant pay range.

28 D. For regular (non-probationary) employees, the review period is a one-year period
29 from October 1 through the next September 30.

30 E. There shall be no Merit Increases after the expiration date of this Agreement
31 unless and until there is a new Agreement in effect providing for such increases.

32 F. Employees shall have their gross pay reduced by five (5) percent and the
33 employer shall contribute such amount to the Retiree Health Savings (RHS) plan
34 adopted by the City Commission.

27.3 A. Promotion

When an employee is promoted, his/her salary shall only be advanced to a rate within the new pay grade which would provide at least a five percent (5%) increase in pay.

B. Transfer

There shall be no immediate change in the salary rate of an employee who is transferred. If an employee is transferred to a position in a class having a higher pay grade, such change is a promotion.

C. Temporary Assignments

When an employee is assigned to perform work for a position in a job classification with a lower pay grade on a temporary basis, the employee shall not suffer a decrease in pay.

D. Demotion

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid within the approved pay grade of the classification with the lower pay grade. The rate of pay shall be set by the Human Resources Director.

E. Working out-of-class

Employees assigned by the Chief of Police or his/her designee to work out-of-class in a higher paid classification for at least forty (40) consecutive hours within the pay period, including holidays, shall be paid for such time worked at five percent (5%) above their base rate of pay, but not to exceed the maximum rate of pay assigned to the higher classification.

F. Special Assignment**

Employees assigned by the Chief of Police or his/her designee to work on a special assignment for at least forty (40) hours within the pay period, or for at least forty (40) hours with prior written notice from the Bureau Commander or his/her designee, including holidays, shall be paid for such time at five percent (5%) above their base rate of pay. Effective upon ratification, for the term of this Agreement, Special Assignment pay shall not be paid for assignment as an Executive Officer.

**Special Assignment – Performing some, but not all the duties of another higher classification or performing duties substantially above those of the employee's

1 regular classification. Special assignment is designated at the City's sole
2 discretion.

3 G. Executive Officer Assignment

4 Employees assigned to serve as Executive Officer shall be considered to have
5 the temporary rank as such and will hold the position at the complete discretion
6 of the Chief of Police. Executive Officers shall receive a monthly stipend of \$250
7 a month to be paid on the second pay period of every month while assigned as
8 such.
9

10 27.4 Deferred Retirement Option Program

11 A Consolidated Pension Plan member who has selected to receive Longevity payments
12 rather than general (COLA) increases must, in order to enter and continue to participate
13 in the Deferred Retirement Option Program (DROP), forego receipt of all general
14 (COLA) salary increases effective after the member's entry into the DROP. This
15 member must, in order to enter and continue to participate in the DROP, forego receipt
16 of all merit increases after the member's entry into the DROP to the extent such
17 increases would result in the member's base salary exceeding the top of the salary
18 range of the regular classification he/she was in, as it existed when he/she entered the
19 DROP. Such participants in the DROP remain eligible to receive a promotional increase
20 but subsequent merit increases would be limited as described above.
21
22
23

ARTICLE 28

SEVERABILITY

28.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 29

PENSIONS

29.1 The City agrees to incorporate Chapter 2, Article VII of Division 8 of the City of Gainesville Code of Ordinances, as amended, in the Agreement by reference.

29.2 Minor changes may be made by the City. Minor changes are defined as changes the net effect of which would not require a current or potential increase in the contribution rate or a benefit decrease. The City will give the Union a copy of such minor change(s) at least thirty (30) days prior to the adoption of such change(s).

29.2 Either party may reopen the negotiations of any pension issues upon sixty (60) days notice.

ARTICLE 30
OPEN ARTICLE

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1 **ARTICLE 31**

2 **BILLABLE SERVICES**

3 31.1 This Article covers situations where an outside organization has requested services of
4 an off-duty Lieutenant and such services are billed to the outside organization.

5 31.2 Except as provided for in 31.3, Lieutenants covered by this Agreement shall be entitled
6 to compensation for services requested by any outside organization who shall pay for
7 such services. Lieutenants shall also be eligible to perform such services as an
8 Officer/Corporal or Sergeant; however, Lieutenants shall not receive preference for such
9 services. The compensation to perform services for an outside organization by a
10 Lieutenant or a Lieutenant acting as an Officer/Corporal or Sergeant shall be one and
11 one-half (1½) times the Lieutenant's straight time regular hourly rate of pay provided
12 such amount shall not exceed a flat rate of fifty dollars (\$50.00).

13 31.3 If an outside organization negotiates a flat rate different from the flat rate in Section
14 31.2, then the provision set forth in Section 31.3 shall apply. Notice shall be given to the
15 Association of any different flat rate negotiated between the City and the outside
16 organizations requesting services (e.g., University Athletic Association (UAA)) that
17 require a Lieutenant(s) before the rates are finalized. The Lieutenant shall be
18 compensated at the flat rate negotiated between the City and the Outside organization
19 which may exceed fifty dollars (\$50.00) but shall not exceed one and one-half (1½)
20 times the Lieutenant's straight time regular hourly rate of pay.

21 31.4 Hours worked in this Article do not constitute hours worked in this Agreement.

22 31.5 The compensation in this Article shall be included in gross earnings for pension
23 purposes. This sub-section shall be subject to the pension reopener in this Agreement.

24 31.6 Either party may reopen this Article for negotiation one time during the term of this
25 Agreement (Oct. 1, 2014 – Sept. 30, 2017).
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ARTICLE 32

DRUG TESTING

32.1 The City and the Association recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and the Union share a commitment to solve this problem and to create and maintain a drug-free work place. The parties have agreed to the policy outlined in Addendum "B". The Association agrees that during the term of this agreement the City may modify the drug and substance abuse testing policy after discussing it with the Association.

ARTICLE 33
RESERVED FOR FUTURE USE

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ARTICLE 34

PROBATION

34.1 Any employee who is promoted to the rank of lieutenant shall be on probation in that rank for a period of one (1) year from the date of promotion. The City may, at its discretion, extend the probationary period up to an additional six (6) months. The demotion or a written or verbal warning of an employee on a promotion probationary period shall not be subject to any provision of the grievance procedure. Employees who fail to successfully complete probation shall be given the option of being laid off or rolling back to the next lower sworn classification.

ARTICLE 35

ENTIRE AGREEMENT

35.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

35.2 The City and the Association, for the duration of this Agreement, agree that the other shall not be obligated to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, but may, upon mutual agreement of both the City and the Association, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this Agreement.

35.3 This Agreement shall be effective upon ratification by the membership of the Association and the City Commission and shall remain in full force and effect up to and including September 30, 2017.

35.4 Should either party desire to terminate, change or modify this Agreement or any portion thereof, they shall notify the other party in writing on or before March 1, 2017. Such notification shall include the titles and sections of the Articles the party wishes to renegotiate and all other articles will remain in full force and effect from year to year thereafter.

35.5 Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.

ARTICLE 36

PROMOTIONS

36.1 The Chief of Police or his/her designee shall determine, in his/her sole discretion, the promotional process for filling Lieutenant positions. The City and the Association agree that the educational requirement for eligibility for application for promotion to Lieutenant shall be a four-year bachelors degree or three years experience as a Police Sergeant with the City of Gainesville.

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 15th day of January, 2015*.

2
3
4 THE CITY OF GAINESVILLE,
5 FLORIDA

NORTH CENTRAL FLORIDA POLICE
BENEVOLENT ASSOCIATION, INC.

6
7 Signed Original on file in Human Resources

Signed Original on file in Human Resources

8 RUSS BLACKBURN, CITY MANAGER

JORGE CAMPOS, CHAIRPERSON

9
10 Signed Original on file in Human Resources

11 FOR BARGAINING COMMITTEE

12 STEVE MICCICHE

13 APPROVED AS TO FORM AND LEGALITY:

14
15 Signed Original on file in Human Resources

16 CITY ATTORNEY

17
18 CITY BARGAINING COMMITTEE:

ASSOCIATION BARGAINING COMMITTEE

19 Scott Heffner

Jorge Campos

20 Richard Hanna

Michael Schibuola

21 Amy Spitzer

Steve Micciche

22 Steve Varvel

23
24
25 * Date ratified by last party

Attachment A

City of Gainesville Pay Plan **Police Lieutenants - PBA**

Effective 1/5/15

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

Effective 1/4/16

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

Effective 1/2/17

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

POLICE BENEVOLENT ASSOCIATION



DRUG-FREE WORKPLACE PROGRAM

ADDENDUM B

POLICE BENEVOLENT ASSOCIATION

DRUG-FREE WORKPLACE

PROGRAM

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Attachment I - Substance Abuse Investigation Report

POLICE BENEVOLENT ASSOCIATION DRUG-FREE WORKPLACE

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, to assure the public and fellow officers that police officers are drug-free and to promote a drug-free working environment, the City of Gainesville, Florida (City) has established this program relating to the use or abuse of alcohol and drugs by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This program is established in part to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

Section 440.101, Fla. Stat., provides in part that an employee who is injured in the course and scope of his employment and tests positive on a drug or alcohol test may be terminated and may forfeit his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law. Refusal to take a drug (urine) or alcohol (breath) test may result in the employee forfeiting his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law and the employee being subject to dismissal. Therefore, if Workers' Compensation benefits are forfeited pursuant to the drug-free workplace program, the employee injured on the job will be without any City-provided medical benefits.

Prior to making any amendments to this Program, not required by changes to the applicable law (statutes, regulations, case law, etc.) governing Section 440.101-.102, Fla. Stat., or other state or federal requirements, the City shall submit the proposed amendment to certified bargaining representatives of city employees covered by the amendment and shall meet and confer with the certified bargaining representatives concerning the proposed amendment. Provided further, that in the event such amendments would authorize (1) the use of additional testing techniques, (2) testing for additional drugs, or (3) creating additional situations for testing (Section VII) shall be provided to the certified bargaining representatives of the employees covered by the program amendments. The City will bargain over the impact of such amendments if the Certified Bargaining Representative requests such within ten (10) calendar days of being provided with such amendments.

To the extent that Section 440.101-.102, or the implementing rules issued by the Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are

1 amended, or other statutes and rules requiring drug testing determined to be
2 applicable to City employees are adopted or amended, this Program will be
3 modified without the necessity of further general notice. Amendments to the
4 program issued as a result of the foregoing which would authorize (1) the use of
5 additional testing techniques, (2) testing for additional drugs, or (3) creating
6 additional situations for testing shall be provided to the Certified Bargaining
7 Representatives of the employees covered by the program amendments. The City
8 will bargain over the impact of such amendments if the Certified Bargaining
9 Representative requests such within ten (10) calendar days of being provided with
10 such amendments.

11
12 The City's Drug-Free Workplace Program has been prepared so as not to conflict
13 with public policy and, further, not to be discriminatory or abusive. A drug-free
14 workplace should be the goal of every employer in America. Drug and alcohol
15 testing is only one of the several steps that must be taken to achieve this objective.
16 When incorporated into a comprehensive anti-drug effort, testing can go a long
17 way in combating drug and alcohol abuse in the workplace.

18 19 **II. SCOPE**

20
21 All employees covered by this program, as a condition of employment, are
22 required to abide by the terms of this program. Any employee in doubt as to the
23 requirements or procedures applicable to their situations may contact the City's
24 Risk Management Department for information. Consistent with policy
25 determinations and legal requirements, the City shall limit testing to that which is
26 considered necessary to meet the Purpose of this Program.

27 28 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

29
30 A. The City has given a general one-time notice to all employees that the City
31 prohibits its employees from illegally or improperly using, possessing,
32 selling, manufacturing, or distributing drugs on its property, or while its
33 employees are at work; that it is against City policy to report to work or to
34 work under the influence of drugs; and that it is a condition of employment
35 to refrain from using illegal drugs or alcohol on the job, or abusing legal
36 drugs on or off the job such that it affects their job, and that a drug testing
37 program is being implemented. At least sixty (60) days have elapsed
38 between the notice and any employee drug testing implemented pursuant
39 to this program.

40
41 B. Prior to testing, all employees or applicants for employment will have been
42 given a summary of the Drug-Free Workplace Program, a summary of the
43 drugs which may alter or affect a drug test, a list of local employee
44 assistance programs and a list of local alcohol and drug rehabilitation
45 programs.

- 1 C. A notice of drug testing will be included with all job vacancy announcements
2 for which drug testing is required. A notice of the City's drug testing
3 program will also be posted in appropriate and conspicuous locations on
4 the City's premises and copies of the program will be made available for
5 inspection during regular business hours in the Human Resources
6 Department.
7

8 IV. DEFINITIONS

9
10 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
11 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free
12 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall
13 apply to the words and phrases used in this program unless the context clearly
14 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used
15 in connection with different testing mechanisms, prohibitions or causes for testing,
16 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise
17 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as
18 follows:
19

- 20 (a) "Drug" means alcohol, including a distilled spirit,
21 wine, a malt beverage, or an intoxicating liquor;
22 an amphetamine; a cannabinoid; cocaine;
23 phencyclidine (PCP); a hallucinogen;
24 methaqualone; an opiate; a barbiturate; a
25 benzodiazepine; a synthetic narcotic; a designer
26 drug; or a metabolite of any of the substances
27 listed in this paragraph.
28 (b) The words fail, failed or failure when used in this
29 policy are based upon a confirmed positive test
30 result reported by the Medical Review Officer
31 (MRO).
32

V. ALCOHOL USE PROHIBITIONS

- A. The consumption of alcohol on City property or while on duty (during working hours, while at work, etc.) is prohibited and will result in disciplinary action, up to and including dismissal. Exception shall be made for permitted/contractual events attended off duty on City Property and for undercover officers on duty who must drink as a part of the work assignment to maintain undercover status.
- B. Off-duty use of alcohol which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of the City, including but not limited to the employee's relationship to his/her job, fellow workers' reputations, or goodwill in the community may result in disciplinary action up to and including dismissal.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, locker, City vehicle, etc.) of alcohol on City property or during working hours will result in disciplinary action, up to and including dismissal.
- D. It is against the City's program and a violation of City policy to report to work or to work under the influence of alcohol.
- E. For purposes of implementing § 440.101-.102, Fla. Stat., an employee is presumed to be under the influence of alcohol if a breath test shows alcohol usage as set forth in Section VIII (K) or as otherwise provided by Section I – Purpose
- F. An employee who Management has reason to suspect is under the influence of alcohol will be removed immediately from the workplace and will be tested and evaluated by authorized personnel selected in accordance with this program. The City will take further action (i.e., further testing, referral to counseling, and/or disciplinary action) based on medical information, work history, and other relevant factors. The determination of appropriate action in each case rests solely with the City.
- G. An employee who fails an alcohol test will be subject to an Internal Affairs investigation and disciplinary action. Such disciplinary action may include termination for a first offense, absent mitigating circumstances.
- H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the employee to dismissal.

Refusal is defined as follows:

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- 1 (a) fails to provide adequate breath or blood for testing without a valid
2 medical explanation after he or she has received notice of the
3 requirement for alcohol testing; or
4
5 (b) fails to provide adequate urine for controlled substances testing
6 without a valid medical explanation after he or she has received
7 notice of the requirement for urine testing; or
8
9 (c) engages in conduct that clearly obstructs the testing process
10
11 I. Employees arrested for an alcohol-related incident, as indicated on the
12 arrest report, shall notify, as soon as feasible, but in any event no later than
13 24 hours after the arrest, the City management representative having direct
14 administrative responsibility for the arrested employee of the arrest if the
15 incident occurs:
16
17 (a) During working hours, or
18
19 (b) While operating a City vehicle, or
20
21 (c) While operating a personal vehicle on City business.
22

23 Failure to comply with this subsection will result in disciplinary action up to
24 and including dismissal.
25

- 26 J. Violations of alcohol use prohibitions can subject an employee to
27 disciplinary action, up to and including dismissal and may be imposed for a
28 first offense, absent mitigating circumstances. The fact that discipline is
29 imposed for violations of this program will not prevent the imposition of
30 further discipline, including termination, if an employee's certification is
31 suspended or revoked, or otherwise affected in connection with a program
32 violation.
33

34 VI. DRUG USE PROHIBITIONS

- 35
36 A. The use, sale, purchase, possession, manufacture, distribution, or
37 dispensation of drugs or their metabolites on City property or while at work
38 (while on duty, during working hours, etc.) is a violation of the City's
39 Program and is just cause for immediate dismissal. Exception shall be
40 made for officers on duty who must, sell, purchase, posses, manufacture,
41 distribute, or dispense drugs or their metabolites as part of the work
42 assignment.
43
44 B. Reporting to work, or working, under the influence of illegal drugs is a
45 violation of the City's Program and is Just Cause for immediate dismissal.
46
47 C. An employee who fails a random urine drug test will be subject to an
48 Internal Affairs investigation and disciplinary action. Such disciplinary action

1 may include termination for a first offense, absent mitigating circumstances.
2 If mitigating circumstances warrant the employee being allowed to
3 participate in a last chance agreement, in lieu of being dismissed, the
4 Employee must meet the requirements set forth in paragraph X.D. of this
5 program. Furthermore, such an opportunity will not be available to an
6 employee who has previously participated in an Alcohol/Drug Rehabilitation
7 Program, the City's Substance Abuse Professional (SAP), or other
8 approved, similar program, as an alternative to dismissal. Employees
9 allowed the rehabilitation opportunity described herein may still receive
10 disciplinary action short of dismissal in addition to required participation in
11 the rehabilitation program. Participation in a treatment program, be it
12 entirely voluntary or pursuant to this section, will not excuse additional
13 violations of this policy, work rule violations, improper conduct, or poor
14 performance and an employee may be disciplined or dismissed for such
15 offenses or failure to perform.
16

17 D. For purposes of this program, an employee is presumed to be under the
18 influence of drugs if a urine test or other authorized testing procedure
19 shows drug usage as set forth in the rules for the Agency for Health Care
20 Administration (Fla. Admin. Code R 59A-24).
21

22 E. Legal medications (over-the-counter) or prescription drugs may also affect
23 the safety of the employee, fellow employees or members of the public.
24 Therefore, any employee who is taking any over-the-counter medications or
25 prescription drug which might impair safety, performance, or any motor
26 functions shall advise his/her direct management representative of the
27 possible impairment before reporting to work under the influence of such
28 medication or drug. A failure to do so may result in disciplinary action. If
29 Management, in consultation with Employee Health Services, determines
30 that the impairment does not pose a safety risk, the employee will be
31 permitted to work. Otherwise, management may offer a change in work
32 schedule, temporarily reassign the employee or place the employee in an
33 appropriate leave status during the period of impairment. Improper use of
34 "prescription drugs" is prohibited and may result in disciplinary action.
35 Improper use of prescription drugs includes, but is not limited to, use of
36 multiple prescriptions of identical or interchangeable drugs, and/or
37 consumption of excessive quantities of individual or therapeutically
38 interchangeable drugs, and/or inappropriately prolonged duration of
39 consumption of drugs, and/or consumption of prohibited drugs for other
40 than valid medical purposes. For the purpose of this Program, consumption
41 of any drug by the employee of more than the manufacturer's maximum
42 recommended daily dosage, or for a longer period of time than
43 recommended (unless otherwise prescribed by employee's physician), or of
44 any prohibited drug prescribed for or intended for another individual, or for
45 other than a valid medical purpose shall be construed to constitute improper
46 use. Prescription medication shall be kept in its original container (unless
47 approved in advance by management) if such medication is taken during
48 working hours or on City property.
49

1 F. Refusal to submit to, or efforts to tamper with, a drug test will subject the
2 employee to dismissal.

3
4 Refusal is defined as follows:

5
6 Refuse to submit (to an alcohol or controlled substances test) means that
7 an employee:

8
9 (a) fails to provide adequate breath or blood for testing without a valid
10 medical explanation after he or she has received notice of the
11 requirement for alcohol testing; or

12
13 (b) fails to provide adequate urine for controlled substances testing
14 without a valid medical explanation after he or she has received
15 notice of the requirement for urine testing; or

16
17 (c) engages in conduct that clearly obstructs the testing process; or

18
19 G. Except as provided herein, failure to pass a drug test will result in
20 disciplinary action, up to and including dismissal.

21
22 H. Violations of drug prohibitions can subject an employee to disciplinary
23 action, up to and including dismissal and will be imposed for a first offense
24 absent mitigating circumstances. The fact that discipline is imposed for
25 violations of this program will not prevent the imposition of further discipline,
26 including termination, if an employee's certification is suspended or
27 revoked, or otherwise affected in connection with a program violation.

28 29 **VII. TESTING**

30 31 **A. Testing of Applicants**

32
33 1. Prior to employment, applicants, whether for temporary or regular
34 positions, will be tested for the presence of drugs.

35
36 2. Any job applicant who refuses to submit to drug testing, refuses to
37 sign the consent form, fails to appear for testing, tampers with the
38 test, or fails to pass the pre-employment confirmatory drug test will
39 not be hired and, unless otherwise required by law, will be ineligible
40 for hire for a period of at least two (2) years.

41 42 **B. Reasonable Suspicion Testing**

43
44 1. "Reasonable suspicion testing" means drug testing based on a belief
45 that an employee is using, or has used drugs (including alcohol as
46 defined in paragraph IV.(a) above) in violation of the City's program,
47 on the basis of specific, contemporaneous, physical, behavioral or
48 performance indicators of probable drug use. It is a belief based on

1 objective facts which could reasonably lead an observer to further
2 investigation.

3
4 Two management representatives shall substantiate and concur in
5 the decision to test said employee, if feasible. Only one
6 management representative need personally investigate or witness
7 the conduct. The management representative(s) and witness(es)
8 shall have received training in the identification of actions,
9 appearance, conduct or odors which are indicative of the use of
10 drugs or alcohol. If a management representative believes
11 reasonable suspicion exists, the management representative shall
12 report his or her findings and observations to the next higher
13 management representative having administrative responsibility for
14 the affected employee. Upon approval by the next higher
15 management representative, the employee will be directed to
16 immediately submit to a drug test(s). When chemical breath testing
17 for alcohol testing is used, the test may be conducted immediately at
18 the work site or later at the collection site. Factors which
19 substantiate cause to test for drugs shall be documented by the
20 management representative on the Substance Abuse Investigation
21 Report Form (see Attachment II) which must be completed as soon
22 as practicable, but no later than four (4) days after the employee has
23 been tested for drugs. A copy of this report will be given to the
24 employee upon request.

- 25
26 2. Each supervisor shall be responsible to determine if reasonable
27 suspicion exists to warrant drug testing and required to document in
28 writing the specific facts, symptoms, or observations which form the
29 basis for such reasonable suspicion. The documentation shall be
30 forwarded to the Police Chief or designee to authorize the drug test
31 of an employee.

32
33 The Police Chief or designee shall require an employee to undergo
34 drug testing if there is reasonable suspicion that the employee is in
35 violation of the City of Gainesville Drug-Free Workplace Program.
36 Circumstances which constitute a basis for determining "reasonable
37 suspicion", individually (except as provided in (g) below) or in
38 combination, may include but are not limited to:

- 39
40 a. A Pattern of Abnormal or Erratic Behavior - This includes but
41 is not limited to a single, unexplainable incident of serious
42 abnormal behavior or a pattern of behavior which is radically
43 different from what is normally displayed by the employee or
44 grossly differing from acceptable behavior in the workplace.
45
46 b. Information Provided by a Reliable and Credible Source - The
47 first line supervisor or another supervisor/manager receives
48 information from a reliable and credible source as determined

1 by the Police Chief/Designee that an employee is violating the
2 City's Drug-Free Workplace Program.

- 3
- 4 c. Direct Observation of Drug Use - The first-line or another
5 supervisor/manager directly observes an employee using
6 drugs while the employee is on duty. Under these
7 circumstances, a request for drug testing is MANDATORY.
- 8
- 9 d. Presence of the Physical Symptoms of Drug Use - The
10 supervisor observes physical symptoms that could include
11 but, are not limited to, glassy or bloodshot eyes, slurred
12 speech, poor motor coordination, or slow or poor reflex
13 responses different from what is usually displayed by the
14 employee or what is generally associated with common
15 ailments such as colds, sinus, hay fever, diabetes, etc.
- 16

17 The following will be deemed reasonable suspicion and may provide
18 a sufficient basis for requesting a drug test at the direction of the
19 Police Chief or designee:

20

- 21 e. Violent or Threatening Behavior - First Incident: If an
22 employee engages in unprovoked, unexplained, aggressive,
23 violent or threatening behavior against a fellow employee or a
24 citizen, the Department may request that the employee
25 submit to drug testing;
- 26
- 27 f. Violent or Threatening Behavior - Subsequent Incident:
28 Whether or not an employee has previously received formal
29 counseling or disciplinary action for unprovoked, unexplained,
30 aggressive, violent or threatening behavior against a fellow
31 employee or a citizen, upon a second or subsequent episode
32 of similar behavior/conduct (within eighteen months), the
33 Department shall request that the employee undergo drug
34 testing.
- 35
- 36 g. Absenteeism and/or Tardiness: If an employee has
37 previously received a suspension action for absenteeism or
38 tardiness, a continued poor record (within eighteen months)
39 that warrants a second or subsequent suspension action may
40 result in a request for a drug test. This factor alone will not be
41 cause for testing.
- 42
- 43 h. Odor: Odor of cannabis or alcoholic beverages upon the
44 person.
- 45
- 46 i. Performance Related Accidents: Each employee whose
47 performance either contributed to the accident as defined
48 below or whose performance cannot be discounted as a
49 contributing factor to the accident as defined below shall be

1 drug tested. The management representative having
2 administrative responsibility for the employee involved in the
3 accident shall ensure that a drug test is performed as soon
4 as possible after the accident. Any necessary emergency
5 medical care should be provided prior to initiating testing. In
6 absence of the need for emergency care the testing should
7 be performed immediately. No drug test should be
8 administered after 32 hours. If drug testing is not initiated
9 within thirty-two (32) hours, the management representative
10 shall document the reason testing was not completed within
11 thirty-two (32) hours and submit it to Employee Health
12 Services.

13
14 Should evidence of alcohol be present, i.e., an odor of
15 alcohol, open containers, or a statement from a witness
16 confirming alcohol consumption, the management
17 representative must ensure alcohol testing is done
18 immediately after the accident unless emergency medical
19 care is required. An employee should be tested within 2
20 hours after the accident if at all possible. If alcohol testing is
21 not initiated within eight (8) hours, the management
22 representative shall document the reason testing was not
23 completed within eight (8) hours and submit it to Employee
24 Health Services.

25
26 The following are conditions that require accident related
27 testing:

- 28
29 1) City employee operating a city vehicle at any time, or a
30 non-city vehicle on city business, and involved in an
31 accident that results in a citation for a moving violation,
32 or in any of the consequences described in (2) below.
33
34 2) Work related accident resulting in:
35
36 (a) death to another person or employee.
37 However, death of another person as a result of
38 training or a "use of force" must also be based
39 on one or more reasonable suspicion criteria as
40 listed in a. – h. above.
41
42 (b) injury to the employee, requiring medical
43 treatment at an off-site (away from the scene of
44 the accident) medical facility other than
45 Employee Health Services. If the injury is of
46 such character as would have been treated at
47 Employee Health Services, but for the
48 unavailability of Employee Health Services,
49 management may waive this requirement.

"Unavailability" means occurring at a time other than the hours of operation of Employee Health Service or at such distance from Employee Health Services as to render their use impractical. Injuries must also be based on one or more reasonable suspicion criteria as listed in a. – h. above.

- (c) property damage estimated to be greater than \$2500, unless the employee can be absolved of all blame in the accident.

Post-accident testing may involve breath, blood, and urine.

C. Random Testing

1. Random drug testing will be performed utilizing urine and may be performed in the future utilizing chemical breath or other statutorily required mechanisms (see Section (VIII) (K) (below).
2. All PBA Bargaining Unit employees will be required to submit to drug testing on a random basis.
3. For purposes of selection for testing, employees shall be identified only by Social Security Numbers and the selection of employees will be conducted through the use of a random number generator or other neutral selection process.
4. Upon notification to the employee and his/her immediate supervisor by the Police Chief or his/her management designee that a drug test is required, the employee shall report to the test site as soon as practical, but in no event, later than the end of the current shift after notification, and provide a specimen of his/her urine. If chemical breath testing, or other reliable mechanisms, as determined by 49 CFR, Part 40 for alcohol testing are used, the test may be conducted immediately at the work site or later at the collection site.

Employees assigned to any unit established specifically for narcotics enforcement, e.g., DEA or SIU, work undercover and therefore require additional measures to protect their identity. Random testing for employees assigned to these units will be conducted in Employee Health Services (EHS). The employee will report to EHS as soon as practical, but in no event, no later than 24 hours after notification. EHS will then conduct the eight (8) panel dip stick drug test. Refusal to submit to or failure to pass this test will result in the employee being referred to the testing lab for further testing or may result in disciplinary action, up to and including dismissal. A referral to the testing lab will require EHS to immediately contact the Personnel Unit of the Gainesville Police Department who will then be

1 responsible for escorting the employee to the testing lab and
2 remaining with the employee until the testing is completed.

- 3
4 5. Random testing shall be at an annual rate of between twenty-five
5 percent (25%) and thirty percent (30%) of the average number of
6 positions for which testing is required.

7
8 **D. Random or Position Change Testing**
9

10 The employees assigned to any unit established specifically for narcotics
11 enforcement, e.g. Drug Enforcement Administration or Drug Task Force,
12 work undercover and therefore require additional measures to protect their
13 identity. It is in the mutual interest of the City of Gainesville and the Police
14 Benevolent Association, to conduct Random Drug Testing and Position
15 Change Drug Testing for employees assigned to these units at Employee
16 Health Services (EHS).

- 17
18 (a) For Random testing, the employee shall report to EHS as soon as
19 practical, but in no event, no later than the end of the current shift
20 after notification. EHS shall then conduct the eight (8) panel dip stick
21 drug test. Refusal to submit to or failure to pass this test shall result
22 in the employee being referred to the testing lab for further testing or
23 may result in disciplinary action, up to and including dismissal.
24
25 (b) For Position Change testing, the employee shall report to EHS within
26 48 hours of receiving notification that they have been selected to fill
27 such position. EHS shall then conduct the eight (8) panel dip stick
28 urine drug test. Refusal to submit to or failure to pass this test shall
29 result in the employee being referred to the testing lab for further
30 testing or will result in discipline as described in VI.F and G of this
31 Drug Free Workplace program.
32
33 (c) A referral to the testing lab for Random or Position Change testing
34 will require EHS to immediately contact the Personnel Unit of the
35 Gainesville Police Department who will then be responsible for
36 escorting the employee to the testing lab and remaining with the
37 employee until the testing is completed.
38

39 **E. Follow-up Testing**
40

41 If an employee, in the course of employment, enters an employee
42 assistance program for drug related problems or a drug rehabilitation
43 program, the employee must submit to a drug test as a follow-up to such
44 program unless such requirement is waived by the City in those cases
45 where the employee voluntarily entered the program. Entrance to a
46 program as a condition of continued employment or when the employee is
47 otherwise faced with the prospect of immediate disciplinary action based
48 upon problems associated with substance abuse shall not be considered
49 voluntary. If follow-up testing is required, it shall be conducted at least once

a year for a two-year period after completion of the program. Advance notice of such follow-up testing must not be given to the employee to be tested. Testing undertaken after referral to the Substance Abuse Professional (SAP) as a result of a first violation of the City's Drug Free Workplace Program, Article X, shall satisfy the requirements for follow-up testing.

F. Routine Fitness for Duty

An employee shall submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is required for all members of an employment classification or group. When a routinely scheduled employee fitness-for-duty medical exam is to be included, it shall be subject to collective bargaining, unless such is determined to be applicable to City employees by virtue of statutory or regulatory requirements.

G. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, subject to Section I (Purpose) above.

H. Refusal to Test

Employees who refuse to submit to a test administered in accordance with this program may forfeit their eligibility for all Workers' Compensation medical and indemnity benefits and will be subject to dismissal. Employees who refuse to submit to a chemical breath test will be subject to dismissal.

VIII. TESTING PROCEDURE

A. Tested Substances

The City may test for any or all of the following drugs:

Alcohol
Amphetamines (Biphetamine, Desoxyn, Dexedrine)
Cannabinoids (i.e., marijuana, hashish)
Cocaine
Phencyclidine (PCP)
Methaqualone (Quaalude, Parest, Sopor)
Opiates
Barbiturates (Phenobarbital, Tuinal, Amytal)
Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Methadone (Dolophine, Methadose)
Propoxyphene (Darvocet, Darvon N, Dolene)

1
2
3 **B. Designated Laboratory**
4

- 5 1. Because of the potential adverse consequences of test results on
6 employees, the City will employ a very accurate testing program.
7 Specimen samples will be analyzed by a highly qualified,
8 independent laboratory which has been selected by the City and
9 certified by the appropriate regulatory agency. The name and
10 address of the certified laboratory currently used by the City is on file
11 with the Manager of Employee Health Services.
12

13 **C. Notification of Prescription Drug Use**
14

15 Applicants and employees will be given an opportunity prior to and after
16 testing to, on a confidential basis, provide any information they consider
17 relevant to the test including listing all drugs they have taken within the
18 immediately preceding 30-day period, including prescribed drugs and to
19 explain the circumstances of the use of those drugs in writing or other
20 relevant medical information on a Drug Use Information form, which
21 information will be furnished to the Medical Review Officer (MRO) in the
22 event of a positive confirmed result. Applicants and employees will also be
23 provided with a notice of the most common medications by brand name or
24 common name, as well as the chemical name which may alter or affect a
25 drug test.
26

27 **D. Testing of Injured Employees**
28

29 An employee injured at work and required to be tested will be taken to a
30 medical facility for immediate treatment of injury. If the injured employee is
31 not at a designated collection site, the employee will be transported to one
32 as soon as it is medically feasible and specimens will be obtained. If it is
33 not medically feasible to move the injured employee, specimens will be
34 obtained at the treating facility under the procedures set forth in this
35 program and transported to an approved testing laboratory. No specimen
36 will be taken prior to the administration of emergency medical care. An
37 injured employee must authorize release to the City the result of any tests
38 conducted for the purpose of showing the presence of alcohol or drugs as
39 defined by this policy.
40

41 **E. Body Specimens**
42

43 Urine will be used for the initial test for all drugs except alcohol and for the
44 confirmation of all drugs except alcohol. Breath will be used for the initial
45 and confirmation tests for alcohol. Sufficient volume of specimens shall be
46 obtained so as to provide for the necessary number of samples as may be
47 required, depending upon the number of required procedures. Chemical
48 breath testing methods will be utilized in connection with justifying further
49 alcohol/blood tests in instances involving reasonable suspicion, and random

1 testing under this program In the case of injured employees, the physician
2 will have the discretion to determine to not draw a blood sample if such
3 would threaten the health of the injured employee or if the employee has a
4 medical condition unrelated to the accident which may preclude the drawing
5 of the necessary quantity of blood for a testing specimen. Under these
6 circumstances, no inference or presumption of intoxication or impairment
7 will be made for the purposes of § 440.101-.102, but discipline for violation
8 of the Program may be taken based upon observable conduct or conditions
9 and/or the result of other tests, if any.

10
11 **F. Cost of Testing**

12
13 The City will pay the cost of initial and confirmation drug tests, which it
14 requires of employees and job applicants. An employee or job applicant will
15 pay the cost of any additional drug tests not required by the City. In the
16 event that the City requires the employee's presence at the collection site
17 outside normal working hours as part of the testing process and the
18 employee passes the drug/alcohol test he/she will be compensated (if
19 applicable) for time spent at the collection site, at the appropriate wage rate.

20
21 **G. Collection Site, Work Site**

- 22
23 1. The City will utilize a collection site designated by an approved
24 laboratory which has all necessary personnel, materials, equipment,
25 facilities, and supervision to provide for the collections, security,
26 chain of custody procedures, temporary storage and shipping or
27 transportation of urine and blood specimens to an approved drug
28 testing laboratory. The City may also utilize a medical facility
29 (designated by the contract laboratory) as a collection site which
30 meets the applicable requirements.
31
32 2. The City may require that an employee take a chemical breath test
33 at the Work Site or other City facility.
34
35 3. Security of the collection site, chain of custody procedures, privacy of
36 the individual, collection control, integrity and identity of the specimen
37 and transportation of the specimen to the laboratory as applicable
38 will meet state or federal rules and guidelines. Florida Agency for
39 Health Care Administration's CHAIN OF CUSTODY form as
40 amended from time to time, will be used for each employee or job
41 applicant whose blood or urine is tested.

42
43 **H. Collection Site, Work Site, Personnel**

44
45 A specimen for a drug test will be taken or collected by:

- 46
47 1. A physician, a physician's assistant, a registered professional nurse,
48 a licensed practical nurse, a nurse practitioner, or a certified
49 paramedic who is present at the scene of the accident for the

1 purpose of rendering emergency service or treatment and/or
2 qualified breath alcohol technician as defined in CFR Part 40; or
3

- 4 2. A qualified person employed by a licensed laboratory who has the
5 necessary training and skills for the assigned tasks as described in
6 §440.102 (9) Fla. Stat.
7

8 In the case of a chemical breath test, utilizing evidential breath test devices,
9 a technician licensed pursuant to Fla. Admin. Code R. 59A-24, and/or
10 qualified breath alcohol technician as defined in 49 CFR Part 40.
11

12 **I. Testing Laboratory**
13

- 14 1. The laboratory used to analyze initial or confirmation drug specimens
15 will be licensed or certified by the appropriate regulatory agencies to
16 perform such tests. The Agency for Health Care Administration has
17 published Drug-Free Workplace Standards (Florida Administrative
18 Code, R 59A-24) which shall be followed by laboratories and
19 employers for testing procedures required under § 440.101-.102,
20 Fla. Stat.
21
- 22 2. All laboratory security, chain of custody, transporting and receiving of
23 specimens, specimen processing, retesting, storage of specimens,
24 instrument calibration and reporting of results will be in accordance
25 with applicable state or federal laws and rules established by HCA;
26 to the extent the above information is readily reproducible by the lab
27 and not confidential, such will be forwarded to the appropriate
28 certified bargaining unit representative upon their request and their
29 payment for reproduction cost.
30
- 31 3. The Medical Review Officer will provide assistance to the employee
32 or job applicant for the purpose of interpreting any positive confirmed
33 test results.
34

35 **J. Initial Tests**
36

37 Initial tests will use an immunoassay except that the test for alcohol will be a
38 chemical breath test . The following cutoff levels will be used when
39 screening specimens to determine whether they are positive or negative for
40 these drugs or metabolites. All levels equal to or exceeding the following
41 will be reported as positive:

42 Alcohol	.04 g/dl%
43 Amphetamines	1000 ng/ml
44 Cannabinoids	50 ng/ml
45 Cocaine	300 ng/ml
46 Phencyclidine	25 ng/ml
47 Methaqualone	300 ng/ml
48 Opiates	300 ng/ml
49 Barbiturates	300 ng/ml

Benzodiazepines	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

K. Confirmation Tests

All blood and urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the HCA, except that alcohol will be confirmed using an evidential breath testing device (EBT). All confirmation will be done by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory and recorded as "greater than highest standard curve value." The following confirmation cutoff levels¹ will be used when analyzing specimens to determine whether they are positive or negative for these drug metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	.04 g/dl%
Amphetamines	500 ng/ml
Cannabinoids	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
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

L. Comparable Procedures

To the extent allowed by law and regulation, the City shall utilize 49 CFR, Part 40 procedures for workplace drug testing programs in lieu of the comparable procedures described herein, or incorporated by reference, when such comparable procedures are based upon the requirements of Fla. Admin. Code R. 59A-24.

IX. TEST RESULTS

A. Reporting Results

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result report within seven (7) working days after receipt of the sample. The laboratory should report all test

¹ Cutoff levels used are the same as those found in Florida Administrative Code R59A-24.

1 results (both positive and negative) to the MRO within seven (7)
2 working days after receipt of the specimen at the laboratory. The
3 name and address of the current MRO is on file with Employee
4 Health Services. The MRO is contracted by the City and is not an
5 employee of the drug testing laboratory.
6

7 2. The laboratory will report as negative all specimens which are
8 negative on the initial test or negative on the confirmation test. Only
9 specimens confirmed positive on both the initial test and the
10 confirmation test will be reported positive for a specific drug.
11

12 3. The laboratory will transmit results in a manner designed to ensure
13 confidentiality of the information. The laboratory and MRO will
14 ensure the security of the data transmission and restrict access to
15 any data transmission, storage and retrieval system.
16

17 4. As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that
18 positive and negative test results were properly analyzed and
19 handled according to HCA rules. The MRO may require a retest.
20 The MRO will have knowledge of substance abuse disorders and
21 shall also be knowledgeable in the medical use of prescription drugs
22 and in the pharmacology and toxicology of illicit drugs. The MRO
23 shall evaluate the drug test result(s) reported by the lab, verify by
24 checking the chain of custody form that the specimen was collected,
25 transported and analyzed under proper procedures and, determine if
26 any alternative medical explanations caused a positive test result.
27 This determination by the MRO may include conducting a medical
28 interview with the tested individual, review of the individual(s) medical
29 history or the review of any other relevant bio-medical factors. The
30 MRO shall also review all medical records made available by the
31 tested individual. The MRO may request the laboratory to provide
32 quantification of test results.
33

34 5. Within three (3) days of receipt of the test results, the MRO will (1)
35 notify Designated Employer Representative (DER) of negative
36 results, and (2) contact the employee or job applicant regarding a
37 confirmed positive test result and make such inquiry as to enable the
38 MRO to determine whether prescription or over-the-counter
39 medication could have caused the positive test results. In this later
40 case, the MRO will follow the applicable procedure set forth in either
41 the HCA or D.O.T. rules for providing the employee or job applicant
42 the opportunity to present relevant information regarding the test
43 results. After following the appropriate procedures, the MRO will
44 notify the City in writing of any verified test results. If the MRO, after
45 making and documenting all reasonable efforts, is unable to contact
46 the employee or job applicant to discuss positive test results, the
47 MRO will contact a designated management official to arrange for
48 the employee or applicant to contact the MRO.
49

1 The MRO may verify a positive test without having communicated to
2 the employee or applicant about the results of the test, if 1) the
3 employee or applicant declines the opportunity, or 2) within two (2)
4 working days after contacting the designated management official,
5 the employee or applicant has not contacted the MRO. Further,
6 employees or applicants must cooperate fully with the MRO. Upon
7 receipt of notification by the City that an employee or applicant failed
8 to meet with the MRO upon his or her request or failed to promptly
9 provide requested information the City will disqualify an applicant
10 from being hired or will immediately place an employee on
11 suspension without pay that may result in discharge.
12

- 13 6. Within five (5) calendar days after the City receives a confirmed
14 positive test result from the MRO, the City will notify the employee or
15 job applicant in writing of such test results, the consequences of
16 such results, and the options available to the employee or job
17 applicant, including the right to file an administrative or legal
18 challenge. Notification shall be mailed certified or hand delivered.
19 Hand delivery is the preferred method of providing notice to
20 employees. Mailed notification shall be deemed received by the
21 employee or applicant when signed for, or seven (7) calendar days
22 after mailing, whichever occurs first.
- 23 7. The City will, upon request, provide to the employee or job applicant
24 a copy of the test results (positive or negative).
25
- 26 8. Unless otherwise instructed by the City in writing, all written records
27 pertaining to a given specimen will be retained by the drug testing
28 laboratory for a minimum of two (2) years. The drug testing
29 laboratory shall retain (in properly secured refrigerated or frozen
30 storage) for a minimum period of one year, all confirmed positive
31 specimens. Within this one year period the City, employee, job
32 applicant, MRO or HCA may request, in writing, that the laboratory
33 retain the specimen for an additional period of time. If no such
34 request, or notice of challenge is received (See paragraph IX.B.3.
35 below.), the laboratory may discard the specimen after 210 days of
36 storage.
37

38 **B. Challenges to Test Results**

- 39
- 40 1. Within five (5) working days (Monday thru Friday, 0800 - 1700,
41 except observed/designated holidays) after receiving notice of a
42 confirmed positive test result from the City, the employee or job
43 applicant may submit information to the City explaining or contesting
44 the test results and why the results do not constitute a violation of
45 this program. The employee or job applicant will be notified, in
46 writing, if the explanation or challenge is unsatisfactory to the City.
47 This written explanation will be given to the employee or job
48 applicant within 15 days of receipt of the explanation or challenge,
49 and will include why the employee's or job applicant's explanation is

1 unsatisfactory, along with the report of positive results. All such
2 documentation will be kept confidential and will be retained for at
3 least one (1) year.

- 4
- 5 2. Employees may challenge employment decisions made pursuant to
6 this program as may be authorized by the City Human Resources
7 policy or collective bargaining agreements.
8
- 9 3. When an employee or job applicant undertakes an administrative or
10 legal challenge to the test results, it shall be the employee's or job
11 applicant's responsibility to notify the City through its Human
12 Resources Director and the laboratory, in writing, of such challenge
13 and such notice shall include reference to the chain of custody
14 specimen identification number. After such notification, the sample
15 shall be retained by the laboratory until final disposition of the case
16 or administrative appeal.
17
- 18 4. There shall be written procedures for the action to be taken when
19 systems are out of acceptable limits or errors are detected in
20 accordance with 49 CFR, Part 40.
21

22 **C. Employee/Applicant Protection**

- 23
- 24 1. During the 180-day period after the employee's or applicant's receipt
25 of the City's written notification of a positive test result, the employee
26 or applicant may request that the City have a portion of the specimen
27 retested, at the employee's or applicant's expense. The retesting
28 must be done at another HCA licensed laboratory. The second
29 laboratory must test at equal or greater sensitivity for the drug in
30 question as the first laboratory. The first laboratory which performed
31 the test for the City will be responsible for the transfer of the portion
32 of the specimen to be retested, and for the integrity of the chain of
33 custody for such transfer.
34
- 35 2. The drug testing laboratory will not disclose any information
36 concerning the health or mental condition of the tested employee or
37 job applicant.
38
- 39 3. The City will not request or receive from the testing facility any
40 information concerning the personal health, habit or condition of the
41 employee or job applicant including, but not limited to, the presence
42 or absence of HIV antibodies in a worker's body fluids.
43
- 44 4. The City will not dismiss, discipline, refuse to hire, discriminate
45 against, or request or require rehabilitation of an employee or job
46 applicant on the sole basis of a positive test result that has not been
47 verified by a confirmation test and by a MRO.
48

- 1 5. The City will not dismiss, discipline or discriminate against an
2 employee solely upon the employee's voluntarily seeking treatment,
3 while in the employ of the City, for a drug-related problem, if the
4 employee has not previously tested positive for drug use, entered an
5 employee assistance program for drug-related problems, or entered
6 an alcohol or drug rehabilitation program. This shall not prevent
7 follow-up testing as required by this program (See paragraph VII.E.
8 above).

9
10 **D. Comparable Procedures**

11
12 To the extent allowed by law and regulation, the City shall utilize 49 CFR,
13 Part 40 procedures for workplace drug testing programs in lieu of the
14 comparable procedures described herein, or incorporated by reference,
15 when such comparable procedures are based upon the requirements of
16 Fla. Admin. Code R. 59A-24.

17
18 **X. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 19
20 A. The City regards its employees as its most important asset. Accordingly,
21 the City maintains an EAP which provides help to employees who suffer
22 from alcohol or drug abuse and other personal or emotional problems.
23 Employees with such problems should seek confidential assistance from
24 the EAP or other community resources before drug or alcohol problems
25 lead to disciplinary action. Employees may contact Employee Health
26 Services for the name of the City's EAP.

- 27
28 B. Information about a self-referred employee's contact with the EAP is
29 confidential and will not be disseminated without the employee's
30 permission. Further, an employee is not subject to discipline solely as a
31 result of a self referral for treatment.

- 32
33 C. However, use of the EAP or other community resources will not shield the
34 employee from appropriate disciplinary action for violations of the City's
35 Drug-Free Workplace Program if such violations come to the City's attention
36 through other means, including, but not limited to, reports from employees
37 or outsiders, direct observation, or drug testing.

- 38
39 D. Employees referred to the Substance Abuse Professional (SAP) as a result
40 of a first violation of the City's Drug-Free Workplace Program will be allowed
41 to continue their employment with the City provided they:

- 42
43 1. contact the SAP and strictly adhere to all the terms of treatment and
44 counseling; and
45
46 2. immediately cease any and all abuse/use of alcohol/drugs; and
47

3. consent, in writing, to periodic unannounced testing for a period of up to 60 months after returning to work or completion of any rehabilitation program, whichever is later; and
 4. pass all drug test(s) administered under this program and
 5. The employee and the certified bargaining representative, if any, executes and abides by an agreement describing the required conditions.
- E. Participation in an employee assistance program or a drug rehabilitation program shall be paid for to the extent authorized under the City's Health Insurance plan, whether the particular program is selected by the employee or the City.

XI. INVESTIGATION

- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection. Exception shall be made for officers on duty who must sell, purchase, possess, manufacture, distribute or dispense drugs, or their metabolites or alcohol as part of the work assignment.
- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City's Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search. A substance abuse investigation report shall be completed within twenty-four (24) hours after any search conducted pursuant to this sub-section.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection pursuant to this section will be grounds for disciplinary action, up to and including dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.

- 1 F. Because the City's primary concern is for the safety of its employees, the
2 public and their working environment, the City will not normally seek
3 prosecution in matters involving mere possession of illegal substances
4 discovered solely as a result of a reasonable search under this section.
5 However, the City will turn over all confiscated drugs and drug
6 paraphernalia to the proper law enforcement authorities. Further, the City
7 reserves the right to cooperate with or enlist the services of proper law
8 enforcement authorities in the course of any investigation.
9

10 **XII. ARREST FOR DRUG-RELATED CRIME**

- 11
12 A. As a condition of employment, each employee obligates himself or herself
13 to notify his or her appropriate management representative of the arrest for
14 any alleged violation of, or conviction under any criminal drug statute,
15 including but not limited to, offenses described in Chapter 316.193, Chapter
16 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate
17 notice required under paragraph V.I. of this program, the employee shall
18 give the required notice within 48 working hours of such event. Failure to
19 notify will result in dismissal.
20

- 21 B. Arrests:

22
23 If an employee is arrested on a charge of commission of a drug-related
24 crime, the City will perform a preliminary investigation of all of the facts and
25 circumstances surrounding the alleged offense, and City officials may utilize
26 the drug-testing procedures in accordance with this program. In most
27 cases, the arrest for a drug-related crime, except off-duty alcohol use, will
28 constitute reasonable suspicion of drug use under this program. However,
29 information on drug test results shall not be released or used in any criminal
30 proceeding against the employee. Information released contrary to this
31 section shall be inadmissible as evidence in any such criminal proceeding.
32 In conducting its own investigation the City shall use the following
33 procedures:
34

- 35 1. During the preliminary investigation, an employee may be placed on
36 leave with pay, if applicable, or removed from his/her
37 assignment/position.
38 2. After the preliminary investigation is completed, but in no event later
39 than 15 days after the Police Chief/Designee learns of the arrest, normal
40 personnel procedures shall be implemented.
41

42 **XIII. CONFIDENTIALITY**

43
44 All information, interviews, reports, statements, memoranda and drug test results,
45 written or otherwise, received by the City as a part of this drug testing program are
46 confidential communications. Unless required by state or federal laws, rules or
47 regulations, the City will not release such information without a written consent

1 form signed voluntarily by the person tested, except when consulting with legal
2 counsel in connection with action brought under or related to § 440.101-.102, Fla.
3 Stat., or when the information is relevant to the City's defense in a civil or
4 administrative matter.

5
6 The provisions of §119.07 to the contrary notwithstanding:

- 7
8 A. All information, interviews, reports, statements, memoranda, and drug test
9 results, written or otherwise, received or produced as a result of a drug
10 testing program are confidential communications and may not be used or
11 received in evidence, obtained in discovery, or disclosed in any public or
12 private proceedings, except in accordance with this section or in
13 determining compensability under Chapter 440 Florida Statutes.
14
15 B. Employers, laboratories, employees assistance programs, drug and alcohol
16 rehabilitation programs, and their agents who receive or have access to
17 information concerning drug test results shall keep all information
18 confidential. Release of such information under any other circumstances
19 shall be solely pursuant to written consent form signed voluntarily by the
20 person tested, unless such release is compelled by a hearing officer or a
21 court of competent jurisdiction pursuant to an appeal taken under this
22 section, or unless deemed appropriate by a professional or occupational
23 licensing board in a related disciplinary proceeding. The consent form must
24 contain, at a minimum:
25
26 1. The name of the person who is authorized to obtain the information.
27
28 2. The purpose of the disclosure.
29
30 3. The precise information to be disclosed.
31
32 4. The duration of the consent.
33
34 5. The signature of the person authorizing release of the information.
35
36 C. Information on drug test results shall not be released or used in any criminal
37 proceeding against the employee or job applicant. Information released
38 contrary to this section shall be inadmissible as evidence in any such
39 criminal proceedings.
40
41 D. Nothing herein shall be construed to prohibit the employer, agent of the
42 employer, or laboratory conducting a drug test from having access to
43 employee drug test information when consulting with legal counsel in
44 connection with actions brought under or related to this section or when the
45 information is relevant to its defense in a civil or administrative matter.
46

47 **XIV. RECORDS AND TRAINING**
48

1 **A. Resource File**

2
3 The City will maintain a current resource file of providers of employee
4 assistance including alcohol and drug abuse programs, mental health
5 providers, and various other persons, entities or organizations designed to
6 assist employees with personal or behavioral problems. The City will inform
7 employees and new hires about various employee assistance programs
8 that the employer may have available. The information shall be made
9 available at a reasonable time convenient to the City in a manner that
10 permits discreet review by the employee. The City will provide the names,
11 addresses, and telephone numbers of employee assistance programs and
12 local alcohol and drug rehabilitation programs to employees and applicants.

13
14 **B. Individual Test Results**

- 15
16 1. The MRO shall be the sole custodian of individual positive test
17 results.
18
19 2. The MRO shall retain the reports of individual positive test results for
20 a period of two (2) years.
21
22 3. The City shall keep confidential and retain for at least one (1) year an
23 employee's challenge or explanation of a positive test result, the
24 City's response thereto, and the report of positive result.
25
26 4. The City shall keep all negative test results for two (2) years.

27
28 **C. General Records of the City**

- 29
30 1. Records which demonstrate that the collection process conforms to
31 all appropriate state or federal regulations shall be kept for three (3)
32 years.
33
34 2. A record of the number of employees tested by type of test shall be
35 kept for five (5) years.
36
37 3. Records confirming that managers, supervisors and employees have
38 been trained under this program shall be kept for three (3) years.

39
40 **D. Drug Training Program**

- 41
42 1. The City shall establish and maintain a Drug Training Program. The
43 Program shall, at a minimum, include the following:
44
45 a. A written statement on file and available for inspection at its
46 Human Resources Department outlining the Program;
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48 b. At least an annual educational and training component for
49 employees which addresses drugs; and

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- c. An educational and training component for all supervisory and managerial personnel which addresses drugs.

2. The educational and training components described in paragraphs D.1.b. and D.1.c. above shall include the following:

- a. The effects and consequences of drug use on personal health, safety and work environment.
- b. The manifestations and behavioral changes that may indicate drug use or abuse; and
- c. Documentation of training given to employees, supervisory and management personnel.

E. Comparable Procedures

To the extent allowed by law and regulation, the City shall utilize 49 CFR, Part 40 procedures for workplace drug testing programs in lieu of the comparable procedures described herein, or incorporated by reference, when such comparable procedures are based upon the requirements of Fla. Admin. Code R. 59A-24.

CONFIDENTIAL
SUBSTANCE ABUSE INVESTIGATION REPORT

*(This form must be completed **within 24 hours** (FHWA, FTA and RSPA), **within 4 days** (FOP, PBA and CWA) or **within 7 days** (City's DFWP Program) of the observed behavior or, in the case of the Federal programs, before the results of the controlled substances test are released, whichever is earlier.)*

Date observed:
 Time observed:
 Employee Name:
 Employee Social Security Number:

I have observed the following condition(s) affecting the work of the above named employee and/or received information/evidence which gives rise to suspicion of possible drug abuse/alcohol misuse and request an investigation of the same.

CONDITION(S) OBSERVED/INFORMATION/EVIDENCE RECEIVED:

Mark **all** items that apply and describe specifics.

REASONABLE SUSPICION FOR: ALCOHOL ☐ CONTROLLED SUBSTANCES ☐

APPEARANCE:

normal	<input type="checkbox"/>	sleepy	<input type="checkbox"/>	tremors	<input type="checkbox"/>
clothing	<input type="checkbox"/>	cleanliness	<input type="checkbox"/>	red eyes	<input type="checkbox"/>
runny nose	<input type="checkbox"/>	blood shot eyes	<input type="checkbox"/>	drastic weight changes	<input type="checkbox"/>
dilated pupils	<input type="checkbox"/>	other	<input type="checkbox"/>		

Description:

BEHAVIOR:

normal	<input type="checkbox"/>	erratic	<input type="checkbox"/>	irritable	<input type="checkbox"/>
inappropriate gaiety	<input type="checkbox"/>	mood swings	<input type="checkbox"/>	lethargic	<input type="checkbox"/>
lack of coordination	<input type="checkbox"/>	slurred speech	<input type="checkbox"/>	confusion	<input type="checkbox"/>
excessive absenteeism	<input type="checkbox"/>	chronic sore throat	<input type="checkbox"/>	depressed	<input type="checkbox"/>
avoids supervisors	<input type="checkbox"/>	talkativeness	<input type="checkbox"/>	agitation	<input type="checkbox"/>
lack of concentration	<input type="checkbox"/>	pattern of accidents	<input type="checkbox"/>	forgetfulness	<input type="checkbox"/>
frequent need to borrow money	<input type="checkbox"/>				
unsatisfactory work performance	<input type="checkbox"/>				
wearing sunglasses or long sleeve shirts at inappropriate times	<input type="checkbox"/>				
other	<input type="checkbox"/>				

Description:

BODY ODORS:

OTHER OBSERVATIONS FOR REASONABLE SUSPICION:

Designated Management Representative

Preparation Date/Time

Designated Management Representative

Preparation Date/Time

All Code of Federal Regulations or State Statutes addressed in this document are available for review in the City of Gainesville's Risk Management Office.

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