

AGREEMENT BETWEEN THE  
CITY OF GAINESVILLE

AND

PROFESSIONAL FIRE FIGHTERS  
OF GAINESVILLE LOCAL NO. 2157  
OF THE  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS

OCTOBER 1, ~~2015-2018~~ – SEPTEMBER 30,  
~~2018~~2021

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**PREAMBLE**

*THIS AGREEMENT is entered into by the City of Gainesville, hereinafter referred to as the "Employer" or "City", and the Professional Fire Fighters of Gainesville, Local 2157, IAFF, hereinafter referred to as the "Union." This Agreement has as its purpose the promotion and continued harmonious relationships between the City and the Union.*

**ARTICLE 1**  
**RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all the employees of the Fire Department as certified by the Public Employees Relations Commission of the State of Florida. Such employees include all full-time, regular, non-managerial, and non-confidential employees in the following classifications:

- |                      |                                |
|----------------------|--------------------------------|
| Firefighter          | Fire Inspector                 |
| Fire Driver-Operator | Investigative Services Officer |
| Fire Lieutenant      | Fire Training Captain          |

Should the City create new classifications, the City shall discuss with the Union whether or not the new classification should be included or excluded from the bargaining unit. If the Union objects to the exclusion, it is understood the Union will request determination of the new classification's status from the Public Employees Relations Commission.

1.2 The Union recognizes the Executive Officer of the City or his designated representative as the sole representative of the City of Gainesville for the purpose of collective bargaining.

1.3 The City recognizes the President of the Union or his designated representative as the official spokesman in any matter between the Union and the Employer.

1.4 All employees reaching or possessing state firefighter certification shall be considered to be probationary employees until twelve (12) months have elapsed. Probationary employees shall be evaluated quarterly and shall receive raises according to Article 40 - Wages. Probationary employees shall be covered under the terms and conditions set forth in this Agreement, but shall have no right to grieve a discharge or layoff under this Agreement. A leave of absence without pay during the required probationary period may extend the required probationary period by the length of time taken.

1 **ARTICLE 2**

2 **DURATION**

3  
4 2.1 This Agreement and its appendages constitute the complete Agreement  
5 between the parties.

6 2.2 Upon ratification by the Union and the City Commission, this Agreement shall  
7 remain in effect until September 30, ~~2018~~2021.

8 2.3 This Agreement shall be automatically renewed from year-to-year after  
9 September 30, ~~2018~~2021, unless either party notifies the other, in writing, prior  
10 to April 1st of the expiration year that it desires to modify this Agreement.  
11 Such notification shall include the titles and sections of the articles the parties  
12 wish to re-negotiate. Party receiving notification shall respond in kind within  
13 fifteen (15) days.

14 2.4 This Agreement shall remain in full force and effect during the period of  
15 negotiations for a modification of this Agreement.

16 **ARTICLE 3**

17 **UNION SECURITY AND CHECK OFF**

18  
19 3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall  
20 have the right to join or not to join the Union as they individually prefer. It is  
21 agreed that there shall be no discrimination for or against any employee  
22 because of membership in said organization and likewise, no employee shall  
23 be discriminated against for non-membership in the Union.

24 3.2 The City agrees to deduct each payday dues and uniform assessments in an  
25 amount certified to be current by the Secretary-Treasurer of the Local Union  
26 from the pay of those employees and retirees who individually request in  
27 writing that such deductions be made. Remittance shall be made by the City  
28 to the Secretary-Treasurer of the Union. Changes in such deductions will be  
29 similarly certified to the City in writing and shall be done at least thirty (30) days  
30 prior to the effective date of such change. The City's remittance will be  
31 deemed correct if the Union does not give written notice to the City within  
32 fourteen (14) calendar days after the remittance is received, of its belief, with



1 reason(s) stated therefore, that the remittance is incorrect. This dues  
2 authorization may be revoked by the employee or retiree upon thirty (30) days  
3 written notice to the City and to the Union.

4 3.3 No deduction shall be made from the pay of any employee or retiree for any  
5 payroll period in which the employee's net earnings for that payroll period, after  
6 other deductions, are less than the amount of dues to be checked off.

7 3.4 The Union shall indemnify, defend and hold the City harmless against any and  
8 all claims, demands, suits, or other forms of liability that shall arise out of or by  
9 reason of action taken or not taken by the City in reliance upon documents or  
10 cards or other information furnished to the City by the Union in complying with  
11 any of the provisions of this Article. The Union assumes full responsibility for  
12 the disposition of the monies so deducted once they have been turned over to  
13 the Secretary-Treasurer of the Union.

#### 14 **ARTICLE 4**

#### 15 **NON-DISCRIMINATION**

16  
17 4.1 Employees of the City shall have the right to form, join, and participate in, or to  
18 refrain from forming, joining, participating in, any employee organization of  
19 their own choosing. No employee shall be intimidated, restrained, coerced or  
20 discriminated against by either the City or the Union because of the exercise of  
21 these rights.

22 4.2 The City and the Union agree there shall be no discrimination against any  
23 employee covered by this Agreement in any manner which would violate any  
24 applicable laws because of sex, race, color, age, handicap, religion, national  
25 origin, marital status, political affiliation, sexual orientation, gender identity or  
26 membership or non-membership in the Union. Since discrimination is a  
27 constitutional issue, all the provisions of this section, except membership or  
28 non-membership in the Union, gender identity and sexual orientation, shall not  
29 be subject to the arbitration provisions of this Agreement.

30 4.3 The use of masculine or feminine gender in this Agreement shall be construed  
31 as including both genders.

1 **ARTICLE 5**

2 **LIABILITY**

3 5.1 The City will defend any actions in tort brought against any employee(s)  
4 covered by this Agreement as a result of any alleged negligence of said  
5 employee(s) arising out of and in the scope of their employment with the City  
6 unless such employee(s) acted in bad faith with malicious purpose or in a  
7 manner exhibiting wanton and willful disregard to human rights, safety or  
8 property.

9 **ARTICLE 6**

10 **CONTRACT SAVING CLAUSE**

11  
12 6.1 Should any provision of this Agreement be declared unlawful, unenforceable,  
13 or not in accordance with applicable statutes by a court of competent and final  
14 jurisdiction or by a legislative authority, all other provisions of this Agreement  
15 shall remain in full force and effect for the duration of this Agreement.

16 6.2 Both parties shall meet to re-negotiate said provisions within thirty (30)  
17 calendar days.

18 **ARTICLE 7**

19 **TRANSFER OF DEPARTMENT AGREEMENT**

20  
21 7.1 The City agrees that in the event of a transfer of the Fire Department or its  
22 functions to any other legal entity, all rights and benefits of the transferred  
23 employees guaranteed under this Agreement shall be continued for the term  
24 of this Agreement.

25 **ARTICLE 8**

26 **MANAGEMENT RIGHTS**

27  
28 8.1 It is the right of the Public Employer to determine unilaterally the purposes of  
29 each of its constituent agencies, set standards of services to be offered to the  
30 public, and exercise control and discretion over its organization and  
31 operations.

1 8.2 In addition, except as provided in this Agreement, the Union recognizes the  
2 sole and exclusive rights, powers and authority of the Public Employer further  
3 include, but are not limited to, the following: to direct and manage employees  
4 of the City, to hire, promote, transfer, schedule, assign, and retain employees,  
5 to suspend, demote, discharge or take other disciplinary action against  
6 employees for just cause, to relieve employees from duty because of lack of  
7 work, funds or other legitimate reasons, to maintain the efficiency of its  
8 operations including the right to contract and subcontract existing and future  
9 work, to determine the duties to be included in job classifications and the  
10 numbers, types and grades of positions or employees assigned to an  
11 organizational unit, department or project, to assign overtime and to determine  
12 the amount of overtime required, to control and regulate the use of all its  
13 equipment and other property, to establish and require employees to observe  
14 all its rules and regulations, and to conduct performance evaluations.  
15 However, the exercise of such rights shall not preclude the Union from raising  
16 grievances should decisions on the above matters have the practical  
17 consequences of violating the terms and conditions of this Agreement. Either  
18 party may reopen this paragraph one time during the term of this Agreement.

19 8.3 If, in the sole discretion of the City Commission, it is determined that civil  
20 emergency conditions exist, including but not limited to, riots, civil disorders,  
21 hurricane conditions or similar catastrophes, the provisions of this Agreement  
22 may be suspended by the Mayor-Commissioner during the time of the  
23 declared emergency, or when an emergency is imminent, provided that wage  
24 rates and monetary fringe benefits shall not be suspended. Should an  
25 emergency arise, the Union President shall be advised as soon as possible of  
26 the nature of the emergency. Either party may reopen this paragraph one time  
27 during the term of this Agreement.

28

1 **ARTICLE 9**

2 **PROHIBITION OF STRIKES**

3 9.1 During the term of this Agreement, neither the Union nor its agents or any  
4 employee, for any reason, will authorize, institute, aid, condone, or engage in a  
5 slowdown, work stoppage, strike, or any other interference with the work and  
6 statutory functions or obligations of the Employer. During the term of this  
7 Agreement, the Employer agrees not to lock out any employees covered by  
8 this Agreement.

9 9.2 The Union agrees to notify all Local officers and representatives of their  
10 affirmative obligation and responsibility for maintaining compliance with this  
11 Article, including their responsibility to remain at work during any interruption  
12 which may be caused or initiated by others, and to encourage employees  
13 violating Section 9.1 to return to work, and to firmly undertake all reasonable  
14 means to end such.

15 **ARTICLE 10**

16 **JOB REQUIREMENTS**

17  
18 10.1 Employees hired by the City and bargaining unit members must obtain and  
19 maintain State of Florida certifications as Firefighter and EMT or Paramedic.  
20 Employees must ~~have a valid Driver License, valid for driving emergency~~  
21 ~~vehicles~~meet all other requirements set forth in the job description.

22 10.2 New members shall obtain the certifications listed in 10.1 within one (1) year  
23 from date of hire; time off will be provided to obtain these certifications  
24 ~~excluding the Driver License.~~

25  
26 ~~Except for the Driver License, e~~Employees will be provided the opportunity on  
27 the City's time and at the City's expense to maintain the job requirements in  
28 10.1.  
29  
30

1 10.3 Should an employee holding a Paramedic certification decide to relinquish  
2 his/her certification or, if through action of the Medical Director or the State of  
3 Florida an employee loses the ability to practice as a Paramedic for the  
4 Gainesville Fire Rescue Department, the employee will be required to  
5 activate his/her EMT certification. The Department will bear the cost of  
6 activating the EMT certification so the employee can continue to meet job  
7 requirements as set forth in Article 10.1.

8 10.4 Should the State not recognize the Paramedic certification as being inclusive  
9 of and redundant to the EMT certification, the Department will bear the cost  
10 of activating the employee's EMT certification.

11 10.5 Employees who maintain State of Florida certification as a Municipal Fire  
12 Inspector will be granted up to three (3) shifts to attend the Florida Bureau of  
13 Fire Standards and Training to meet the Municipal Fire Inspector  
14 recertification. The Department will bear all the cost associated with  
15 recertification. The employee will be responsible for tracking recertification  
16 requirements and for arranging classes as required.

17 **ARTICLE 11**  
18 **VACANT**

19  
20  
21 **ARTICLE 12**  
22 **RULES AND REGULATIONS**

23 12.1 Rules and Regulations in effect at the time of ratification shall be the basis of  
24 proposed changes and additions to Department Rules and Regulations. Such  
25 proposed changes and additions in Rules and Regulations shall be forwarded  
26 to the Union for review and discussion.

27  
28 **ARTICLE 13**  
29 **OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**

30 13.1 An employee shall not engage in any outside employment or business  
31 association without first obtaining written approval from the Fire Chief. Failure

1 to comply with this policy may result in disciplinary action. Approval will be  
2 limited by any of the following provisions:

- 3 A) Outside employment shall not interfere with or be in conflict with the  
4 proper performance of employee's duties with the City.
- 5 B) Association with any business considered as having a questionable  
6 reputation that would reflect unfavorably upon the employee or the City.
- 7 C) Shall not be a principal or in a position of influence in a firm doing  
8 business with the City.

9 13.2 Prior to receiving the Fire Chief's approval, the employee must agree to two  
10 additional provisions:

- 11 A) All injuries received while engaged in outside employment must be  
12 reported to the Fire Chief prior to the next scheduled working day, or  
13 sooner, if possible.
- 14 B) Employee may not use accumulated sick leave earned as an employee  
15 of the City for injury sustained while engaged in outside employment.

16 13.3 Final approval is subject to the review and approval of the Human Resources  
17 Director. The request for outside employment or business activity must be re-  
18 submitted whenever an employee changes said outside employment or  
19 business activity.

## 20 **ARTICLE 14**

### 21 **TOBACCO USE PROHIBITION**

22  
23 14.1 The Surgeon General of the United States has determined that tobacco  
24 products, particularly cigarettes, contribute to the development of a number of  
25 heart and lung diseases.

26 The State of Florida enacted a presumptive law which treats certain  
27 conditions, such as heart disease, hardening of the arteries and hypertension  
28 as work related.

29 Due to the documented effects of tobacco use and the special hazards and  
30 exposures associated with the occupation of firefighting, the City and Union  
31 agreed to the following:



1 Fire Chief) becoming aware of the event giving rise to the discipline. Such  
2 disciplinary action shall be dropped if, after sixty (60) days of employer (Fire  
3 Chief, Deputy Fire Chief or Assistant Fire Chief) becoming aware of event, no  
4 action has been taken, except in cases where unlawful conduct is involved.  
5 Both the fourteen- and sixty-day periods will be extended for the same time  
6 period an employee under investigation or an employee witness is absent from  
7 duty, i.e., an employee is off for one (1) day during the 14- or 60-day periods  
8 the time frame is considered a three-day extension. The Union President may  
9 mutually agree with the Fire Chief to an extension of these time periods in the  
10 event of unforeseen or extenuating circumstances.

11 16.2 Any official written reprimand shall be furnished to the employee outlining the  
12 reason for the reprimand. The employee will be requested to sign the  
13 statement; however, signature does not necessarily imply agreement. If the  
14 employee refuses to sign, this refusal shall be noted and placed in the  
15 employee's personnel file. Whenever possible, the City will make every effort  
16 to reprimand an employee in a private manner so as to avoid embarrassing  
17 the employee.

18 16.3 Disciplinary actions involving discharge, demotion and suspension with loss of  
19 pay are subject to the grievance provisions of this Agreement. All Employee  
20 Notices are subject to the grievance provisions of this Agreement.

21 Verbal and written warnings are not subject to the grievance provisions of this  
22 Agreement, provided they are not placed in personnel files. Such warnings  
23 are not to be considered a "first offense" under City Personnel Policies and  
24 Procedures. Written and verbal warnings may not be used as evidence of a  
25 current violation, but may be used to determine the level of disciplinary action  
26 after the current violation has been substantiated.

27 16.4 Any discharged employee who has completed his/her probationary period  
28 shall have the right to appeal said discharge directly to the fourth step of the  
29 grievance procedure provided such appeal is made within seven (7) calendar  
30 days from the effective date of such action.



1 16.5 The discharge or layoff of probationary employees on initial hire or rehire shall  
2 not be subject to the grievance procedure of this Agreement.

3 16.6 For twenty-four (24) hour shift employees, discipline imposed, when equated  
4 with days of suspension or probation as recommended in the City's or Fire  
5 Department's Rules and Regulations shall be multiplied in an amount  
6 proportionately to the number of hours worked per week in excess of 40-hour  
7 per week employees. For example, a three-day suspension for a 24-hour shift  
8 employee working a 52-hour week would be 32 hours.

9 16.7 An employee, upon request, shall be entitled to Union representation at  
10 disciplinary interviews or conferences, in accordance with law.

11 16.8 Any oral or written warning in any employee's file shall not be considered in  
12 any subsequent disciplinary actions after eighteen (18) months from the date  
13 of issue provided there have been no further violations of a similar nature by  
14 the same employee during this period. Any records of oral or written warnings  
15 in an employee's Fire Department personnel files will be removed, upon  
16 employee's request, after eighteen (18) months after period of discipline  
17 provided there have been no further violations of a similar nature by the same  
18 employee during this period.

19 16.9 All investigations of Fire Department personnel shall adhere to the Firefighter  
20 Bill of Rights. However, both parties recognize that the Bill of Rights provides  
21 that the court of local jurisdiction is the complainant's relief in the event the Bill  
22 of Rights is violated. Both parties further agree to allow such allegations of  
23 violations to be brought to Step 3 of the grievance process and by normal  
24 means progress to Step 4. In the event resolution is not reached, the  
25 aggrieved party may seek relief from the court but may NOT seek relief  
26 through the arbitration process.

27  
28 **ARTICLE 17**

29 **GRIEVANCE PROCEDURE**

30 17.1 The Union, or any member of the bargaining unit, may file a grievance  
31 concerning the meaning, application, and/or interpretation of the specific

1 Articles of this Agreement and any disciplinary action when a question of "just  
2 cause" exists resulting from the application of department rules and  
3 regulations. Such grievance shall be processed in accordance with the  
4 following steps:

5  
6 STEP 1:

7 The grievance shall be discussed by the grieving employee with the  
8 employee's immediate supervisor. It shall be the responsibility of the grievant  
9 to tell the supervisor that this is the first step of a formal grievance. A note will  
10 be made of this discussion in the station's daily log book. The supervisor shall  
11 orally respond within six (6) days.

12  
13 STEP 2:

14 If the grievance is not settled in Step 1, the grievance shall be processed on  
15 the standard form provided in the following manner:

- 16 A) A complete statement of the grievance and the facts upon which it is  
17 based.  
18 B) The section of the Agreement alleged to have been violated.  
19 C) The action, remedy, or adjustment requested.  
20 D) The signature of the grievant and the date of the filing.

21 The grievance shall be submitted to the next appropriate supervisory level in  
22 the employee's chain of command within six (6) days after the receipt of the  
23 immediate supervisor's oral answer in Step 1. The appropriate supervisor  
24 shall submit his/her written answer to the grievance within six (6) days after  
25 receipt of the grievance.

26  
27 STEP 3:

28 If the grievance is not settled in Step 2, the grievance shall be appealed to the  
29 next appropriate supervisory level or to Step 4, if the chain of command has  
30 been exhausted within six (6) days after the receipt of the supervisor's answer

1 in Step 2. The supervisor shall submit his/her written answer to the grievance  
2 within six (6) days after receipt of the grievance.

3  
4 When a grievance is general in nature in that it applies to a number of  
5 employees having the same issues to be decided, it shall be presented directly  
6 at Step 3 of the grievance procedure, within the time limits provided for the  
7 submission of a grievance in Section 17.2 and signed by all the aggrieved  
8 employee(s) or the Union representative on their behalf.

9  
10 **STEP 4:**

11 If the grievance remains unresolved and the chain of command has been  
12 exhausted it may be appealed to the Grievance Resolution Panel within six (6)  
13 days after receipt of the supervisor's written answer. The Grievance  
14 Resolution Panel shall consist of the Fire Chief or his/her designee, the City  
15 Manager or his/her designee, and the Union President or his/her designee.  
16 The Panel shall meet with the grievant within six (6) days after receipt of the  
17 grievance in an attempt to resolve the grievance. The Fire Chief shall notify all  
18 parties to the grievance at least 24 hours prior to the meeting of the date,  
19 place and time of the meeting. The City Manager or his/her designee shall  
20 submit the written answer to the grievance within six (6) days after the  
21 meeting.

22 **STEP 5:**

23 If a grievance, as defined in this Article, has not been satisfactorily resolved  
24 within the grievance procedure, the grievant or the Union may request  
25 arbitration by serving written notice of intent to appeal to the office on the  
26 Labor Relations Specialist no later than six (6) days after receipt of the Panel's  
27 response in Step 4 of the grievance procedure. If the grievance is not  
28 appealed to arbitration within six (6) days after the Panel's response at Step 4  
29 the grievance shall be considered dropped.

30 17.2 No matter shall be entertained as a grievance unless it is raised as such within  
31 fourteen (14) days after the occurrence of the event or after the employee

1 should have reasonably been aware of the event. A Union representative may  
2 be present to represent the employee, if the employee desires his/her  
3 presence, at any step of the grievance procedure.

4 17.3 A grievance shall be dropped upon failure of the grievant or the Union  
5 representative to observe any of the above time limits; however, these limits  
6 may be extended by mutual consent of the parties. If the employer fails to  
7 respond to a grievance within the prescribed time limits, the employee or  
8 Union may automatically move the grievance to the next step. In computing  
9 time limits under this Article, Saturdays, Sundays and Holidays shall not be  
10 counted.

11 17.4 Grievances may be processed during duty hours provided that the time spent  
12 doing so shall be limited to a reasonable period of time and will not result in  
13 the payment of any overtime. If, in the Fire Chief's sole judgment, this Section  
14 is being abused, he may direct that further processing of grievances be  
15 conducted on the grievant's and Union representative's non-duty time.

16 17.5 Within ten (10) calendar days from receipt of the request for arbitration, the  
17 party requesting arbitration shall forward a request for a panel of seven (7)  
18 arbitrators from the Federal Mediation and Conciliation Service (FMCS) to the  
19 other party who shall forward the request to FMCS within 10 days of receiving  
20 the form; unless the parties can mutually agree on an arbitrator to hear the  
21 grievance. This panel shall consist of arbitrators residing in Florida unless the  
22 parties agree otherwise.

23 17.6 Within ten (10) calendar days from receipt of such panel, the parties shall  
24 meet and alternately strike names until one (1) arbitrator remains who shall be  
25 selected as the arbitrator. The determination of who shall make the initial  
26 strike shall be done by the toss of a coin. The arbitrator shall be notified of  
27 his/her selection within six (6) days by a joint letter.

28 17.7 The arbitration shall be conducted under the rules of the Federal Mediation  
29 and Conciliation Service. The arbitrator's authority is strictly limited to the  
30 interpretation and application of the terms of this Agreement. The arbitrator  
31 shall have no jurisdiction to establish a new Agreement or any variation or

1 modification of the present Agreement, nor to arbitrate away, in whole or in  
2 part, any provision of this Agreement. The arbitrator shall only have  
3 jurisdiction to determine whether or not the City or Union or employee violated  
4 the identified contract provision, but he may consider, to the extent applicable,  
5 the entire contract in reaching his decision.

6 17.8 With respect to the interpretation, enforcement or application of the provisions  
7 of this Agreement, the decisions, findings and recommendations of the  
8 arbitrator shall be final and binding on the parties to the Agreement; however,  
9 the authority and responsibility of the City shall not be usurped in any manner  
10 unless specifically amended or modified by the Agreement.

11 17.9 The arbitrator's decision will be rendered in writing within thirty (30) days  
12 following conclusion of the hearings. The parties will each bear the cost of  
13 preparing and conducting their own presentations, including pay for  
14 witnesses attending the hearing at their request. The parties will share  
15 equally the cost of the arbitration, including the arbitrator's fees and the cost  
16 of any hearing room. If a transcript of the hearing is requested, then the  
17 party so requesting shall pay for it.

18  
19 **ARTICLE 18**

20 **HEALTH AND SAFETY**

21 18.1 The employer agrees to provide highest standards of safety and health in the  
22 Fire Department in order to eliminate as much as possible: accidents, deaths,  
23 injuries and illnesses. In this Article, the Union, through its representatives,  
24 has been accorded certain participatory rights relating to employee safety and  
25 health. It is not the intention that these provisions shall diminish the  
26 employer's rights and responsibilities herein described.

27 18.2 There shall be a joint health and safety committee composed of four (4)  
28 members, two (2) appointed by the Union and two (2) appointed by the  
29 Employer.

30 The joint committee shall:

- 1           1)    Meet quarterly or at the request of two (2) of the members, but not  
2           more often than one (1) time per month.
- 3           2)    Make periodic inspections of Fire Department facilities and apparatus,  
4           protective equipment, protective clothing and devices to review work  
5           methods and conditions, including training procedures at least once  
6           every six (6) months.
- 7           3)    Make written recommendations for correction of hazardous conditions  
8           or unsafe work methods. All such recommendations shall be forwarded  
9           to the Fire Chief and include a target date for implementation.
- 10          4)    Review and analyze all reports of accidents, deaths and job-related  
11          illnesses and injuries. Make written recommendations for prevention or  
12          corrective action.
- 13          5)    Research and prepare recommendations on any matter pertaining to  
14          the health and safety of employees at the request of the Fire Chief.  
15          The employer shall pay committee members at their regular rate for the  
16          time spent on committee business. An employer appointed member  
17          shall chair the committee and Union appointed members shall be  
18          employees who are assigned to the same shift.

19   18.3    The City agrees to pay all appropriate costs consistent with, but not covered  
20           under the current Florida Workers' Compensation Law associated with  
21           HIV/AIDS contracted by employees covered by this Agreement which can be  
22           medically determined to be the result of the employee's performing their  
23           duties.

24           An employee making a claim under this section shall provide to the City a  
25           medical authorization waiving the physician patient confidentiality relating to  
26           the HIV/AIDS condition. If the employee refuses to supply the medical  
27           authorization referred to above, then the provision of this section shall not  
28           apply.

29   18.4    HIV/AIDS testing shall become part of the employee's annual physical or after  
30           contact with a known HIV/AIDS carrier. The City shall be responsible for  
31           maintaining strict confidentiality of these records in accordance with law.

1 18.5 Employees must notify the Fire Department of any medical condition or  
2 prescribed medication they are taking which may adversely affect their ability  
3 to perform the job.

4  
5 **ARTICLE 19**

6 **PHYSICAL FITNESS**

7 19.1 Labor and Management agree to continue to provide the most positive  
8 environment possible for obtaining and maintaining physical fitness by  
9 uniformed members of the Department. There shall be a Department Physical  
10 Fitness Committee consisting of two members appointed by the Fire Chief and  
11 two members appointed by the Union President.

12 19.2 It is agreed to adopt as its physical fitness program the most current edition  
13 of the IAFF/IAFC Fire Service Joint Labor-Management Wellness-Fitness  
14 Initiative (WFI), ~~third edition copyright © 1997, 1999, 2008~~ except for  
15 reference to the annual physician physical examination which will be  
16 replaced by the current City practice as listed in Attachment II. City agrees  
17 to purchase necessary equipment to implement the program.

18 19.3 The programs implemented as a part of this Agreement shall become part of  
19 the departmental standard operating guidelines (SOG). Modifications  
20 thereafter shall be by the same procedures adopted for SOG modification. In  
21 addition, based upon data gathered throughout the program, there shall be an  
22 annual review of the program by the Department's Physical Fitness  
23 Committee. This review committee need not consist of the same members.  
24 The time frames and procedures for committee action shall be the same.

25 19.4 Allotted time for physical fitness will be between 08:00 and 17:00 hours during  
26 the normal workday, except in the following cases:  
27 1) Training which requires out of department instructors.  
28 2) Certification or re-certification training.

29 19.5 Employees are eligible for an annual physical fitness incentive award subject  
30 to successful completion of the annual physical fitness ~~test~~assessment as  
31 determined by the Department's Physical Fitness Committee. Successful

1 completion will be determined by the standard set by the Department's  
2 Physical Fitness Committee. The incentive shall be paid within 30 days of  
3 ~~test assessment~~ completion. ~~The total amount of awards money budgeted by~~  
4 ~~the department annually, but not less than \$10,875.00, shall be distributed as~~  
5 ~~determined by the Department's Physical Fitness Committee.~~

6 19.6 Both parties recognize the need to establish a mechanism to meet the  
7 requirements of the IAFF/IAFC Fire Service Joint Labor-Management  
8 Wellness-Fitness Initiative. The Department will be allocated ~~\$5,000~~\$15,875  
9 for each year of the Agreement in order to meet the objectives of the  
10 Wellness-Fitness Initiative, and to provide incentive awards money. This  
11 money shall be distributed as determined by the Department's Physical  
12 Fitness Committee in addition to money budgeted in Article 19.5 above.

13  
14 **ARTICLE 20**  
15 **PROMOTION**

16 20.1 Employees covered by this Agreement will be promoted to Driver-Operator,  
17 Fire Lieutenant and Fire Training Captain in accordance with the following  
18 procedure with factors and weights assigned as indicated: Any employee who  
19 is promoted shall be required to serve a six (6) month probationary period.  
20 When an employee has been promoted but fails to successfully complete the  
21 probationary period, he/she will revert to a position of his/her former  
22 classification. A leave of absence without pay during the required probationary  
23 period of service shall extend the required probationary period by the length of  
24 time taken.

25 **ALL PROMOTIONS:**

- 26 A) Examinations shall be impartial and relate to those matters which will  
27 fairly test the candidate to discharge the duties of the position to be  
28 filled.
- 29 B) Promotional procedures, records of examinations, notifications and all  
30 other matters pertaining to the promotional qualification process shall  
31 be managed and administered by the Human Resources Department.



1 With the exception of education, the Training Bureau will verify  
2 requirements for all internal candidates to participate (e.g. training,  
3 licenses, certificates).  
4

- 5 C) Promotional lists will become effective on the third day of the month  
6 and will be established for a period of two (2) years. All lists shall expire  
7 on the second day of the month unless exhausted. Procedures will  
8 begin sufficiently early to prepare the new list prior to the expiration of  
9 the current list.  
10

11 If a list is exhausted prior to its expiration date, the Department will  
12 conduct a new promotional process as soon as possible, subject to the  
13 timelines of the agreement. The effective date of the new list shall be  
14 the day following the exhaustion of the previous list, and will be in effect  
15 for two (2) years.

16 During the term of this Agreement, the Union President and Fire Chief  
17 may mutually agree to modify the expiration date of the Driver/Operator  
18 and/or Lieutenant lists.

- 19 D) Promotions shall be made in rank order from the top of the promotional  
20 list.

- 21 E) The practical assessment shall be by examiners trained in assessment  
22 center evaluation. The examiners shall follow instructions and training  
23 established and outlined by the City. The types of exercises to be used  
24 in the assessment will be described and published by the Fire  
25 Department in the examination announcement. The Practical  
26 Assessment establishes whether or not an employee is qualified and  
27 when combined with seniority and educational points determines the  
28 rank order of the list. The City will provide a list of potential examiners  
29 to the Union at least one (1) month prior to the assessment. The Union  
30 shall select required examiners within ten (10) days of receiving the list.

- 1 F) Vacancies shall be filled within thirty (30) days of the opening assuming  
2 there is a current list, unless such position has been eliminated. All  
3 promotions shall have a seniority effective date within five (5) working  
4 days of the vacancy. Retroactive pay shall not be required for  
5 promotions.
- 6 G) A list of reference materials for the next promotional exam shall be  
7 posted at all stations. If any changes are to be made in the listed  
8 reference material, it shall be posted ninety (90) days prior to the  
9 expiration date of the current list. ~~Eight (8) sets of r~~ Relevant reference  
10 material will be available electronically on the department website and  
11 two (2) sets will be maintained in the Fire Department Training Bureau.  
12 The two (2) printed sets will be available for check out for periods not to  
13 exceed ten (10) calendar days, except if there is no waiting list, the  
14 period may be extended. Employees may also order this material for  
15 purchase through the Fire Department Training Bureau.
- 16 H) Announcements of promotional exams will be posted electronically, to  
17 include notification to members through employee email thirty (30) days  
18 prior to the closing date for applications. Applications shall include  
19 proof of having met both eligibility requirements and educational  
20 qualifications and shall be submitted by the closing date of the  
21 application period.  
22 Education requirements (as stated in 20.2E for Driver Operator and  
23 20.3B for Lieutenant) to participate in the promotional process are due  
24 by the closing date of the application period.  
25 Minimum seniority requirements, seniority and education points shall be  
26 calculated up to the expiration date of the current promotional list.
- 27 I) The Fire Department shall maintain confidentiality of all exam questions  
28 and answers. The Union President or his designee, not a promotional  
29 candidate, may examine all the foregoing materials, as well as  
30 examination procedures provided the same confidentiality is  
31 maintained, which are relevant to the processing of a grievance.

- 1 J) The City will offer the opportunity of GFR Driver-Operator and GFR  
2 Lieutenant training for employees to meet the promotional eligibility  
3 requirements.
- 4 K) Education – Five percent (5%) of total assessment center points  
5 awarded for a degree in Fire Science or EMS; two and one-half percent  
6 (2.5%) of total assessment center points for a two-year or greater  
7 degree in another subject area.
- 8 L) Seniority – ten percent (10%) of the total assessment center points  
9 awarded as one percent (1%) of total assessment center points per  
10 year of service; which includes .08333% awarded per each full month  
11 past a full year, up to a maximum of ten percent (10%) of total  
12 assessment center points.
- 13 M) The parties recognize there is value in purposeful training and education.  
14 Furthermore and to that end, the parties agree to embrace the  
15 department's Professional Development Model, which is designed to  
16 guide members in ongoing development.

17 20.2

**DRIVER-OPERATOR PROMOTIONS:**

**ELIGIBILITY**

- 19 A) Three (3) years of service as a certified firefighter, with a minimum of  
20 twenty-four (24) months in the Gainesville Fire Department. Beyond  
21 twenty-four (24) months in the Gainesville Fire Department will be  
22 credited as one (1) month for each two (2) months in another career  
23 Fire Department;
- 24 B) Employee must have an EMT or Paramedic Certification;
- 25 C) Employee must have received an acceptable rating on his/her last  
26 evaluation;
- 27 D) Employee must have received an overall passing grade of seventy  
28 percent (70%) on the Territory Familiarization Program tests for the last  
29 six (6) months prior to the announcement of an upcoming promotional  
30 exam. This shall suffice as the territory portion of the exam; and

- 1 E) Employee must have successfully completed each component below (1  
2 through 3) with a minimum score of seventy percent (70%):  
3 1) FSFC Curriculum for Fire Service Hydraulics class (40 hours)  
4 2) FSFC Curriculum for Pump Operators (40 hours)  
5 3) GFR Driver/Operator class (40 hours)
- 6 F) Practical assessment - Administered by three (3) examiners who are  
7 qualified to test both pump operation and driving skills. The practical  
8 exam shall consist of ~~two (2) parts weighted equally, driving/operating~~  
9 ~~skills test and pump operations test. Each part must be passed~~  
10 ~~independently with a minimum score of seventy percent (70%).an~~  
11 Apparatus Pumping Section and an Apparatus Operations Section. The  
12 Pumping Section is 50% of the total raw score and the Operations  
13 Section is 50% of the total raw score. An average of 70% must be  
14 achieved in each the Pumping Section and the Operations Section to  
15 be eligible for the Promotional List. The Practical Assessment  
16 establishes whether or not an employee is qualified and when  
17 combined with seniority and educational points determines the rank  
18 order of the list. If there is a tie after the seniority and educational  
19 points are added to the raw Practical Assessment points, then seniority  
20 in the department will be used to break the tie.

21 20.3

**LIEUTENANT PROMOTIONS:**

22 ELIGIBILITY:

- 23 A) Five (5) years as a certified Firefighter in the Gainesville Fire  
24 Department;
- 25 B) Employee must have State of Florida Certification as ~~“Fire Company~~  
26 ~~Officer I.” Effective with the Fall 2016 process, an employee must have~~  
27 ~~State of Florida Certification as~~ “Fire Officer II.”
- 28 C) GFR Lieutenant training program

29 The purpose of the training will be to provide the expectations and job  
30 duties of a GFR Lieutenant. The Union, Operation Deputy Chief, and

1 GFR Support Services will jointly develop the initial training and future  
2 offerings.

3 This training will be offered at least once between Lieutenant  
4 promotional processes. This training must be completed once for a  
5 candidate to be eligible for the promotional process. Any future  
6 offerings would be voluntary for that candidate provided however, the  
7 candidate is responsible for any new material added in future  
8 offerings. The training will be offered on a twenty-four (24) hour shift  
9 friendly basis.

10 D) Employee must be either a current Driver-Operator, or be on the current  
11 Driver-Operator eligibility list and be able to document working out of  
12 classification as a Driver-Operator for at least thirty (30) shifts, or be on  
13 the current Driver-Operator eligibility list and possess a State of Florida  
14 certificate as a Pump Operator.

15 E) Selection process for promotions to the rank of Lieutenant:  
16 1) The candidates list will be submitted to the Fire Chief in order of  
17 the highest to the lowest scores.  
18 2) If there is a tie after the seniority and educational points are  
19 added to the raw Practical Assessment points, then seniority in  
20 rank as a Driver Operator will be used to break the tie. If  
21 seniority in rank as a Driver Operator does not break the tie then  
22 seniority in the department will be used to break the tie.

23  
24  
25 20.4 **FIRE TRAINING CAPTAINS, FIRE INSPECTORS, AND FIRE**  
26 **INVESTIGATIVE SERVICES OFFICERS PROMOTIONS/NEW HIRES:**

27 ELIGIBILITY:  
28 A) **Internal** candidates will be sought first. If there are not sufficient  
29 (minimum 2 per position) qualified internal candidates, the Department  
30 may advertise for **External** candidates.

- 1 B) The selection process for hiring or promotion may include a  
2 combination of Résumé, Interview or Assessment Center. The Fire  
3 Chief shall determine which components are to be used.
- 4 C) Selected candidates (internal or external) must serve a minimum of  
5 three (3) consecutive years in this position, which includes the  
6 applicable probationary period.
- 7 1. Except for removal during promotional probationary period,  
8 through disciplinary demotion, or as a result of layoff, the  
9 employee may not move to another position within said three-  
10 (3-) year period.
- 11 2. At the conclusion of the three- (3-) year period, the employee  
12 may elect to revert to his/her previous rank, provided an opening  
13 exists at the time of the request (internal candidates only), or  
14 may apply for promotion.
- 15 D) In the event of layoff, external candidates do not have a right to any  
16 other position within the Fire-Rescue Department.
- 17 E) External candidates are not eligible for transfer or promotion to any  
18 other positions within this IAFF bargaining unit unless rehired as a  
19 Firefighter through the regular hiring process.

20  
21 **ARTICLE 21**

22 **SENIORITY**

- 23 21.1 Seniority for the purpose of this Article is defined as the continuous length of  
24 service within the Gainesville Fire Department. For employees hired on the  
25 same date, seniority shall be based upon the picking of numbers, for each  
26 occurrence, with the lowest number being senior.
- 27 21.2 Seniority will continue to accrue during all types of leave except for a leave of  
28 absence without pay for thirty (30) consecutive calendar days or more which  
29 shall cause this date to be adjusted for an equivalent amount of time.
- 30 21.3 The Fire Department shall establish a current and accurate seniority list each  
31 January 1 and post such list at all Fire Stations.

1 21.4 Seniority shall be used for the purpose of annual vacation scheduling and  
2 promotions as defined in Article 21.  
3

4 **ARTICLE 22**

5 **PERSONNEL REDUCTION**

6 22.1 In the case of a personnel reduction, the employee with the least seniority  
7 shall be laid off first. No new employee shall be hired until the laid-off  
8 employee has been given the opportunity to return to work. Seniority shall be  
9 defined as continuous service within the Fire Department, including approved  
10 leaves of absence of less than one year.

11 22.2 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, without good  
13 cause, the laid-off employee fails to report to the Human Resources  
14 Department his/her intentions of returning to work within fifteen (15) calendar  
15 days after mailing of said certified notice, tenure of service shall be broken.

16 22.3 Whenever the Fire Chief under Section 22.1 above determines a person in the  
17 classification of Fire Lieutenant or Driver-Operator should be laid off, that  
18 person shall have the option of being laid off or of being reduced to the next  
19 lower classification in the Department (both responsibility and pay wise). The  
20 latter event (reduction) will be based on the least amount of time in grade, not  
21 department seniority. The person with the least time in grade, in the  
22 classification reduced to shall be reduced or laid off, as above.  
23

24 **ARTICLE 23**

25 **TRANSFER OF PERSONNEL**

26 23.1 Any transfer of employees from combat operation to another activity shall only  
27 be done provided the employee receives at least one (1) week prior  
28 notification.

29 23.2 Employees covered by this Agreement may indicate their preference for shift  
30 and station assignments.

1 23.3 Employees of equal classification who agree to exchange shifts or stations  
2 may be allowed to do so with the prior approval of their District Chief.  
3

4 **ARTICLE 24**

5 **UNION ACTIVITY AND BUSINESS**

6 24.1 Solicitation and/or other Union business of any and all kinds shall not be  
7 engaged in during working hours of any employee. In addition, the Union, its  
8 members, agents, representatives, or any persons acting on their behalf are  
9 also prohibited from distributing literature during working hours in areas where  
10 the actual work of public employees is performed. This section shall not  
11 prohibit the distribution of literature during the employee's lunch hour, after  
12 5:00 p.m., or in such areas not specifically devoted to the performance of the  
13 employee's official duties.

14 24.2 The Union shall supply the Fire Chief and keep current a list of all Union  
15 officers and stewards. Employees who are members of Local 2157 may be  
16 granted time off up to a maximum of three (3) employees in any one instance  
17 by the Fire Chief or his designee to attend to Union business without loss of  
18 straight time pay or benefits by using time pool hours provided:

19 A. A written request for use of Union Time Pool is submitted to the  
20 employee's District Chief in advance of time off. It is further provided,  
21 however, that two weeks notice must be given in order to use pool time  
22 to attend annual meetings.

23 B. The Fire Chief or his designee shall have the right to restrict the number  
24 of persons off for Union time or to revoke previously authorized Union  
25 time except for two individuals when an emergency condition exists or  
26 such time off from regular assignments would create a clear and  
27 present danger to public safety. Requests for Union Time Pool for the  
28 third individual must be made in writing at least 24 hours in advance.

29 Except for the IAFF National Convention and the FPF Convention of  
30 the State of Florida. ~~R~~requests for the third individual to be off may be  
31 denied or revoked under the clear and present danger criteria if



1 sufficient ~~manpower~~staffing is not available as determined by the Fire  
2 Chief or ~~his~~their designee, ~~which may include denial if all four vacation~~  
3 ~~slots are in use.~~

4 24.3 Union Time Pool:

5 It shall be the Union's responsibility to supply to the City a Union Time Pool  
6 Authorization form which includes the name of the employee and the hours of  
7 vacation time donated by the employee to the pool. The form must be signed  
8 by the employee donating time. Time donation may be made each April 1 and  
9 October 1 and shall be in increments of not less than three (3) hours nor more  
10 than forty-eight (48) hours. Time Pool hours may be drawn upon at the  
11 discretion of the Union in increments of at least one (1) hour.

12 24.4 Charges against the Union business pool time shall only be made when  
13 approved by the President or Secretary-Treasurer of the Union. If the Union  
14 Time Pool shall become depleted, anyone engaging in Union activities during  
15 his working hours shall do so without pay, unless otherwise provided in this  
16 Agreement.

17 24.5 A record of all time donated and drawn against the above pool shall be kept by  
18 the Fire Department and the Union. The Union shall indemnify, defend, and  
19 hold the City harmless against any and all claims made and against any suits  
20 instituted against the City on account of the City complying with any of the  
21 provisions of this Article.

22 24.6 The Union President shall be granted time off without loss of pay or benefits to  
23 attend resolutions of impasse hearings before the City Commission and  
24 Grievance meetings. The Union President shall be granted time off without  
25 loss of pay or benefits for up to four (4) shifts per fiscal year after which time  
26 Union Time Pool may be used to attend public budget hearings, the actual  
27 days of the IAFF National Convention and the FPF Convention of the State of  
28 Florida, as well as the actual days the President has been appointed to an  
29 FPF Committee and is required to attend the committee meetings prior to the  
30 FPF Convention.  
31

1 **ARTICLE 25**

2 **PENSIONS**

3 25.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City  
4 of Gainesville Code of Ordinances, as amended, in the Agreement by  
5 reference.

6 25.2 The parties mutually agree to the share plan as provided in Sec. 2-609 –  
7 Supplemental retirement program for firefighters.

8 25.3 Either party may reopen this Article for negotiations at any time during the  
9 month of October of each contract year.

10  
11 **ARTICLE 26**

12 **HOSPITALIZATION HEALTH AND LIFE INSURANCE**

13 26.1 The City and employees shall pay bi-weekly for Health Insurance. Any future  
14 premium increases in Dependent or Employee Only coverage shall be shared  
15 equally by the employee and the employer; provided that the employee shall  
16 not pay more than twenty percent (20%) of the total premium for Employee  
17 only.

18 26.2 Part-time employees shall pay bi-weekly for Health Insurance on a three-  
19 quarter (¾) or one-half (½) time based upon the budgeted level of their part-  
20 time position.

21 26.3 The City, during the term of this Agreement, will pay 100% of the premium  
22 cost for life insurance.

23 26.4 Based on the requirements of the Consolidated Omnibus Budget  
24 Reconciliation Act of 1986 (COBRA), effective October 1, 1988, the City will  
25 comply with all the provisions of the Act. The City shall not pay for the costs  
26 of continuation coverage and may charge a beneficiary qualified for  
27 continuation coverage up to 102 percent (102%) of the costs of providing  
28 coverage for a similarly situated beneficiary to whom a qualifying event has  
29 not occurred.

30 26.5 Employees covered by this Agreement who retire during the term of this  
31 Agreement shall receive the Retiree Insurance Benefit as described below,

1 ending the month of September, ~~2018~~2021, unless changes to said Benefit  
2 described below are negotiated in accordance with Chapter 447, Florida  
3 Statutes. After the month of September, ~~2018~~2021, unless changes to said  
4 Benefit described below are negotiated in accordance with Chapter 447,  
5 Florida Statutes, the City shall have no obligation whatsoever to make any  
6 payment for any retiree insurance benefits, described below, or as provided  
7 by any ordinance of the City of Gainesville or otherwise provided for any  
8 employee covered by this Agreement.

9 The City's contribution towards a monthly premium shall be determined as  
10 follows:

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

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

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

19  
20 Such Retiree who entered a regular DROP before September 1, 2008,  
21 shall have the period of employment while in the regular DROP added to  
22 the years of credited service for the purposes of calculation described in  
23 this subsection (a).

24 (b) Disability retirement. The amount that the city will contribute towards the  
25 required premium, for covered employees who became retirees based  
26 upon an application for disability retirement submitted after the effective  
27 date of this Section 26.5 will be:

28 (1) For approved "in-line-of-duty" disabilities under the consolidated  
29 police officers and firefighters retirement plan, the city will contribute  
30 towards an individual premium an amount equal to 80 percent of the  
31 individual premium of the least costly (lowest premium) city group

1 health insurance plan option being offered at the time the disability  
2 retirement is approved.

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

9 (3) For approved disabilities other than "in-line-of-duty", the city will  
10 contribute 50 percent of the amount described in subsections 1 and 2  
11 above.

12 The City's amount of contribution toward the monthly premium,  
13 calculated under (a) or (b) above, will be adjusted annually at a rate of  
14 50% of the annual percentage change in the individual premium of the  
15 least costly option offered the prior plan year. The adjustment will  
16 occur at the beginning of the first Plan Year after the initial city  
17 contribution has been determined. The amount of city contribution the  
18 retiree would initially be eligible for, calculated as of the date of  
19 retirement, will be adjusted annually, whether or not the retiree has  
20 chosen to enter the retiree health insurance program immediately  
21 upon retirement.

22 (c) City's Contribution

23 (1) In no event shall the city's contribution toward a premium as  
24 described above, exceed the amount of the premium the city  
25 contributes for active covered employees for the least costly (lowest  
26 premium) city group health plan option being offered at that time, for  
27 the applicable tier of coverage involved. In the event that the eligible  
28 retiree has elected to participate in the city sponsored, if any,  
29 Medicare supplement plan in lieu of participating in the city group  
30 health plan(s), the city's contribution shall not exceed the amount of  
31 the premium for the Medicare supplement plan.

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

9 **ARTICLE 27**

10 **PROTECTIVE CLOTHING AND EQUIPMENT**

11 27.1 The employees covered by this Agreement shall be issued the following safety  
12 gear:

13 One (1) set of bunker pants and liner

14 One (1) bunker coat and liner

15 ~~One (1)~~ Two (2) protective hoods

16 One (1) helmet

17 One (1) pair of gloves

18 One (1) SCBA mask

19 One (1) pair of fire boots

20 One (1) pair of suspenders

21 One (1) set of hearing protection

22 One (1) medical glove pouch

23 One (1) flashlight (batteries as needed)...unless different lighting methods are  
24 selected by the department.

25 Two (2) Accountability Tags

26 27.2 The City shall replace any safety gear as appropriate except when the item is  
27 damaged or lost as a result of the employee's negligence. The employee  
28 upon request by the City, shall turn in said items to be replaced when  
29 replacements are issued.  
30

1 **ARTICLE 28**

2 **UNIFORMS**

3 28.1 All employees covered by this Agreement shall be issued the following uniform  
4 clothing and additional items:

5 A) Uniform Clothing:

6 One (1) dress shirt

7 Three (3) casual day shirts

8 Two (2) pairs work pants

9 One (1) pair work shorts

10 Three (3) t-shirts

11 One (1) work jacket with name insignia

12 One (1) pair black work shoes

13 Sufficient insignia patches

14 One (1) name tag

15 One (1) badge

16 One (1) set of collar pins

17 B) Additional Items:

18 ~~Two (2) bed sheets~~

19 ~~One (1) pillowcase~~

20 ~~Three (3) towels~~

21 Two (2) pairs gym shorts

22 One (1) pair gym shoes

23 One (1) sweat suit (shirt and pant)

24 28.2 The City shall replace all uniforms and additional items in paragraph 28.1 as  
25 appropriate. The employee, upon request by the City, shall turn in said items  
26 to be replaced when replacements are issued.

27 28.3 Changes in the style, color or material of any item in paragraph 28.1 will  
28 necessitate replacement of those items by the City on a schedule determined  
29 by the availability of funds and the items.

- 1 28.4 Employees shall be offered the option to purchase a Class A Dress Uniform as  
2 recommended by the Union and approved by the Department and to use  
3 payroll deduction over twenty-six (26) pay periods to pay for said uniform.
- 4 28.5 The Department shall bear a minimum of fifty percent (50%) of the cost of a  
5 Class A Dress Uniform for members designated as Honor Guard by the  
6 Department.
- 7 28.6 All insignia worn on the Class A Dress Uniform shall be provided by and  
8 remain the property of the Gainesville Fire-Rescue Department. Braids and  
9 gloves shall be issued only to Honor Guard members.
- 10 28.7 Upon ratification, the City shall provide an annual clothing allowance to the  
11 Fire Investigative Service Officer in the amount of: \$585.00. One-half (1/2)  
12 shall be paid on a pro-rata basis on or about September 30, and April 1.

13  
14 **ARTICLE 29**

15 **MISCELLANEOUS EMPLOYEE BENEFITS**

- 16 29.1 Employees required to use personal vehicles when ordered to report to  
17 another duty station without prior notification after reporting to or leaving from  
18 his/her regular duty station shall be paid \$4.00 per one-way trip. These  
19 monies shall be paid bi-weekly upon employee presenting appropriate  
20 document verifying such trips.
- 21 29.2 A) The City agrees to furnish in each fire station the following:  
22 1. One local daily newspaper; and  
23 2. Two trade magazines or professional journals.
- 24 B) The City agrees to provide access to cable television and to permit the  
25 Union or its members to obtain and pay for the use of premium or other  
26 cable service, except as provided hereafter. It is understood between  
27 the parties that the use of the television, as well as the cablevision  
28 services, will be within the current departmental rules and practice for  
29 television viewing and consistent with department policy.
- 30 29.3 In the event of death, all compensation due to the employee as of the effective  
31 date of death shall be paid to the beneficiary, surviving spouse, or the estate of

1 the employee as determined by law or by executed forms in his/her personnel  
2 folder.

3  
4 **ARTICLE 30**

5 **TUITION REIMBURSEMENT**

6 30.1 Tuition Reimbursement shall be administered in accordance with Human  
7 Resources Policy B-1, which was revised on 4/3/14. The City will not  
8 substantially modify application of this Policy, as it pertains to this Union,  
9 unless the Union is provided an opportunity to negotiate in accordance with  
10 Chapter 447, Florida Statutes, concerning the change.

11  
12 **ARTICLE 31**

13 **BULLETIN BOARDS**

14 31.1 The Union shall be authorized to install in each work location of employees  
15 covered by this Agreement at mutually agreed upon locations and at its own  
16 expense one bulletin board not exceeding three (3) feet by two (2) feet in area,  
17 for the posting of the following notices only:

- 18 A. Union literature  
19 B. Notices of Union meetings  
20 C. Union elections  
21 D. Reports of Union committees  
22 E. Recreational and social affairs of the Union  
23 F. Notices of Public Bodies  
24 G. Other materials as approved by the Fire Chief  
25 H. Employer will provide bulletin board space in each new work location of  
26 employees covered by this Agreement for posting of information.

27 31.2 All material to be posted shall be signed by one of the officials of the Union  
28 and the Union shall keep its bulletin boards or space in neat and presentable  
29 order.

30 31.3 No material, notices or announcements shall be posted by the Union which  
31 contain anything political or controversial, or anything adversely reflecting upon



1 the City, any of its employees, or any labor organization among its employees.  
2 No material, notices or announcements which violate any of the provisions of  
3 this Article shall be posted. Any violation of this Article by the Union, or its  
4 representatives, shall entitle the Fire Chief or his designated representative to  
5 remove the material from the bulletin boards. The Union President shall be  
6 advised of such action.

7  
8 **ARTICLE 32**

9 **HOLIDAYS**

10 32.1 The City observes the following paid holidays, but reserves the right to  
11 schedule work on these days. All employees covered by this Agreement are  
12 entitled to the following paid holidays:

13

14	New Year's Day	January 1
15		
16	Martin Luther King, Jr.'s Birthday	January 15
17		
18	Memorial Day	Last Monday in May
19		
20	Independence Day	July 4
21		
22	Labor Day	First Monday in September
23		
24	Thanksgiving Day	Fourth Thursday in November
25		
26	Day After Thanksgiving	Friday After Thanksgiving
27		
28	Christmas Day	December 25
29		
30	Day After Christmas	December 26
31		
32	Easter	First Monday After Easter Sunday
33		
34		
35	Veterans' Day	November 11
36		
37	One (1) Additional Holiday	To be mutually agreed upon by the parties
38		
39		

1 32.2 A) Whenever any of the above-listed holidays for all employees falls on a  
2 Sunday, the following Monday shall be observed as the official holiday;  
3 whenever any of the above-listed holidays occur on Saturday, the  
4 preceding Friday shall be observed as the official holiday. In such  
5 cases, the day on which the holiday is observed shall be considered to  
6 be the paid holiday and not the regular day.

7 B) IAFF Bargaining unit members permanently assigned to a 40-hour  
8 workweek (four 10-hour days per week) shall observe the holidays  
9 listed below:

11	New Year's Day	Observance Date
12		
13	Martin Luther King, Jr.'s Birthday	Observance Date
14		
15	Memorial Day	Last Monday in May
16		
17	Independence Day	Observance Date
18		
19	Labor Day	First Monday in September
20		
21	Veterans' Day	Observance Date
22		
23	Thanksgiving Day	Fourth Thursday in November
24		
25	Day After Thanksgiving	Friday After Thanksgiving
26		
27	Christmas Day	Observance Date
28		
29	Easter	First Monday After Easter Sunday
30		
31		
32	Two (2) Additional Holiday	To be mutually agreed upon by the parties
33		
34		

35 (1) Employees assigned to a 40-hour workweek shall be granted 12  
36 holidays (120 Personal Eligible Hours). These hours must be  
37 used on the designated holidays listed in 32.2B. The employee  
38 shall receive 10 hours coded as Personal Eligible Hours (pay  
39 code 30) at his/her regular rate of pay, for these designated City

1 holidays. In order to be paid for a holiday, an employee must be  
2 in pay status with the City for a full day on the assigned  
3 workdays immediately before and after the day on which the  
4 holiday is observed. (Example: When a holiday listed in 32.2B  
5 occurs on a scheduled workday, the employee will be off from  
6 work and will be paid ten (10) Personal Eligible Hours. If a  
7 holiday listed in 32.2B occurs on his/her scheduled day off, the  
8 holiday (ten [10] hours) may be taken at another mutually agreed  
9 upon date during the same fiscal year.)

- 10 (2) IAFF Bargaining unit members temporarily assigned to a 40-hour  
11 workweek shall observe the same holiday schedule as shown in  
12 32.2B.

13 If a temporarily assigned employee selected the holiday pay  
14 option while on a 24-hour shift schedule, that selection is  
15 suspended for the duration of the 40-hour workweek  
16 assignment. Upon returning to a 24-hour shift schedule, the  
17 holiday pay option resumes for any remaining holidays in the  
18 fiscal year. While on a 40-hour workweek schedule, holidays will  
19 be charged to Holiday Hours (pay code 06).

20 If a temporarily assigned employee selected the holiday time  
21 option while on a 24-hour shift schedule, the following applies: If  
22 employee is working a four 10-hour shift schedule, each holiday  
23 will be charged as ten (10) Personal Eligible Hours. If the  
24 employee is working a five 8-hour shift schedule, each holiday  
25 will be charged as eight (8) Personal Eligible Hours.

- 26 32.3 A) Twenty-four hour shift employees shall be paid or granted time off at  
27 the rate of ten (10) hours per day for each holiday. Such employees  
28 may elect, prior to September 15th, of each year, to either receive  
29 holiday pay during the year or to receive one hundred-twenty (120)  
30 hours holiday time. Those employees choosing time off shall be  
31 credited on October 1, with 120 hours added to the annual leave.

1 B) The Union shall furnish the City with a proper list, indicating those  
2 employees choosing pay or time off, before September 15th or holiday  
3 time will not be granted.

4 32.4 In any fiscal year during which an employee is serving his/her initial  
5 probationary period, or longer if the probationary period is extended, he/she  
6 shall not be eligible for holiday time.

7 32.5 Upon termination of employment, the employee shall be required to reimburse  
8 the City (have deducted from his final paycheck) a pro rata portion of used  
9 holiday time, if applicable, except as provided by law. (Ex., employee uses all  
10 120 hours by March 30 and resigns as of that date, a deduction of 60 hours  
11 will be made from his final paycheck, as long as the deduction does not  
12 reduce the final paycheck below minimum wage for time worked.)

13 32.6 Unauthorized failure to report for work on a holiday after having been  
14 scheduled to work on such holiday shall be just cause for denial of holiday  
15 pay.

16 32.7 Twenty-four hour shift employees shall observe holiday routine as outlined in  
17 Article 41.

18 **ARTICLE 33**

19 **VACATIONS**

20 33.1 Employees covered by this Agreement shall accrue leave based on their date  
21 of employment and shall be limited to the following schedule:

22 **40-Hour Employees**

23 Years of	24 Rate of Accrual	25 Annual Leave
26 <u>Continuous Service</u>	27 <u>Per Year</u>	28 <u>Hours Earned</u>
29 1 to 5 years	8 days	80 hours
30 (1 mo. thru 59 mos.)		
31 5 to 10 years	910 days <del>6 hours</del>	96100 hours
32 (60 mos. thru 119 mos.)		
33 10 to 15 years	12 days	120 hours
34 (120 mos. thru 179 mos.)		
35 15 to 20 years	1214 days <del>8 hours</del>	128140 hours

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(180 mos. thru 239 mos.)  
20 years or more                      16 days                      160 hours  
(240 mos. or more)

**24-Hour Shift Employees**

1 to 5 years                      5 shifts                      120 hours  
(1 mo. thru 59 mos.)  
5 to 10 years                      6 shifts                      144 hours  
(60 mos. thru 119 mos.)  
10 to 15 years                      7 shifts                      168 hours  
(120 mos. thru 179 mos.)  
15 to 20 years                      8 shifts                      192 hours  
(180 mos. thru 239 mos.)  
20 years or more                      10 shifts                      240 hours  
(240 mos. or more)

33.2 Due to the nature of the Fire Department's operations and the need to meet the operational requirements of the City, annual leave shall be scheduled by the Fire Chief or authorized designee. For employees who work a 24-hour shift, annual leave shall be granted in consideration of both annual leave and for those holidays defined in Article 32 of this Agreement.

- (a) The taking of annual leave shall be governed by seniority per shift independently of the other shifts.
- (b) Where possible, up to six (6) members of the bargaining unit on each 24-hour shift may be on vacation at any given time; however, no more than three (3) Lieutenants from each shift at any one time. This number, six (6), may be reduced to five (5) members for any shift where overtime will be incurred.
- (c) Employees covered by this Agreement shall not be allowed to trade or exchange approved annual leave time without written consent by the Fire Chief or designee.

- 1 (d) Annual selection for vacation will be as per the procedures with the  
2 following modifications: In seniority order by shift employees may  
3 choose one of the following options:
- 4 1) Select up to six (6) non-consecutive 24-hour shifts; or
  - 5 2) Select two groups of up to four (4) consecutive 24-hour shifts; or
  - 6 3) Select up to twelve (12) consecutive shifts. This will complete  
7 the employee's first choice.
- 8 (e) There will be three (3) rounds of selections per shift following the same  
9 choice options. In no case will vacation "first pick" exceed what an  
10 employee can accrue during the fiscal year.
- 11 (f) Unscheduled vacation leave is leave requested after 1800 hours of the  
12 shift prior. It shall be provided in the following manner:
- 13 1) Employees must take off until 2000 hours if the leave is granted  
14 prior to 2000 hours. Employees must take off until 0800 hours if  
15 the leave starts at 2000 hours or later. Employees must take a  
16 minimum of four (4) hours vacation leave at one time.
  - 17 2) Leave requests will require a minimum of three (3) hours notice.  
18 This requirement may be reduced by the employee's District  
19 Chief.
  - 20 3) Vacation leave time used for approved educational activities  
21 (i.e., class attendance, instruction, etc.) may be taken for four (4)  
22 hours or more regardless of departure or return time, once  
23 during the given shift.
  - 24 4) No unscheduled vacation will be granted for the third or fourth  
25 vacation slots [33.2 (b)] if it would lead to overtime being paid to  
26 another employee, except as noted in paragraph 33.2(f)(3). At  
27 the sole discretion of the Fire Chief or designee, this restriction  
28 may be waived.
- 29 33.3 Except as otherwise provided in this paragraph, the maximum number of  
30 annual leave hours that employees covered by the Agreement are allowed to  
31 accrue are as follows:

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**40-Hour Employees**

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5	160
5 to 10	192
10 to 20	240
20 or more	<del>240</del> 280

**24-Hour Shift Employees**

1 to 5	292
5 to 10	348
10 to 20	404
20 or more	460

Employees will be allowed to accrue additional vacation time once they have reached the maximum allowed, however any accrued vacation in excess of the maximum allowed shall be forfeited on the employee's anniversary of their adjusted service date (or date of regular employment with the City, whichever is later), except as provided below.

Effective upon ratification, an employee transferring from a 24-hour shift schedule (hereinafter a "shift" employee) to a 40-hour schedule (hereinafter a "days" employee) shall be permitted to carry a vacation balance in excess of the days carryover maximum until the employee's second leave progression date following such transfer. Effective the pay period following the second leave progression date after such transfer, the employee's vacation balance shall be converted to provide the same number of hours of vacation, as a proportion of scheduled work hours. Additionally, the converted balance shall be subject to the maximum hours listed above. In computing the new balance, the employee's vacation leave hours shall be multiplied by 0.77 (ex. 200 x 0.77 = 154).

In the event an employee, who previously transferred from shift to days, returns to shift before reaching the second leave progression date, no conversion of the leave balance shall occur.

1           Effective upon ratification, an employee transferring from days to shift, whose  
2           balance was previously converted or is already subject to the days carryover  
3           maximum, shall have his/her vacation balance converted to provide the same  
4           number of hours of vacation, as a proportion of scheduled work hours. In  
5           computing the new balance, the employee's leave hours shall be multiplied by  
6           1.3 (ex.  $160 \times 1.3 = 208$ ).

7   33.4       Annual leave shall continue to accrue during periods of absence in which the  
8           employee is in pay status.

9   33.5       Paid vacation leave may not be taken during the initial twelve (12) months of  
10           employment or re-employment.

11   33.6       Should a holiday occur during an employee's annual leave, that day shall be  
12           charged as a holiday. This section applies to 40-hour employees only.

13   33.7       Employees shall not be paid for annual leave earned in lieu of taking annual  
14           leave. The only time employees may be paid for earned annual leave is upon  
15           termination, or upon entry into a DROP.

16

17           All employees who elect to participate in the DROP will have the one-time  
18           option, with the election to enter the DROP, of retaining all or a portion of their  
19           vacation balance to be used during participation in the DROP, or receiving, at  
20           that time, compensation for some or all of the balance.

21   33.8       Annual leave shall not be granted in advance of being earned. If an employee  
22           has insufficient leave credit to cover a period of absence, a deduction for the  
23           time involved (leave without pay) shall be made on the current payroll.

24   33.9       Employees who are transferred from one department to another shall have  
25           their leave credits transferred with them.

26   33.10       Upon termination of employment the employee shall be entitled to  
27           compensation for any earned but unused vacation (annual leave) to his/her  
28           credit at the time of termination at the employee's normal base rate of pay at  
29           the time of termination. The official termination date shall be the last day of  
30           active employment and shall not be extended due to payment for unused



1 vacation (annual leave) time. This does not apply to employees having less  
2 than twelve (12) months of service.

3 All employees who elect to participate in a regular DROP will have the one-  
4 time option, with the election to enter the DROP, of retaining all or a portion  
5 of their vacation balance to be used during participation in the DROP, or  
6 receiving, at that time, compensation for some or all of the balance. In the  
7 case of a reverse DROP, members may utilize the lesser of the vacation  
8 balance in existence on the effective date of commencement of participation  
9 or the balance in existence ninety (90) days after declaration of intention to  
10 enter the reverse DROP.

11 **ARTICLE 34**

12 **SICK LEAVE**

13  
14 34.1 Employees shall earn eight (8) hours per month for 40-hour employees and  
15 twelve (12) hours per month for 24-hour shift employees.

16 34.2 Sick leave will be granted upon approval of the Fire Chief or his authorized  
17 designee for the following reasons:

- 18 a) For absence due to personal illness, injury or temporary disability,  
19 doctor's statement required for temporary disability indicating  
20 approximate length of absence due to disability.
- 21 b) For personal medical and dental appointments.
- 22 c) For absence due to compensable injury arising out of the course of City  
23 employment (employees shall, upon request, be allowed to remain on  
24 full pay for the period which can be covered by sick leave balance when  
25 pro-rated with the amount being paid by compensation).
- 26 d) Illness or injury of a member of the employee's immediate family  
27 (defined as spouse, registered domestic partner, dependent children, or  
28 parents) living in the same domicile provided the employee's presence  
29 is needed. For the purpose of this article, dependent children are  
30 defined as the employee's unmarried, natural, adopted, or step-  
31 child(ren), or a child for whom the employee has been appointed legal

1 guardian or legal custodian, or the natural or adopted child(ren) of the  
2 employee's current registered domestic partner, who are under the age  
3 of 19; or if over the age of 19 meet the criteria for dependency as  
4 defined in the City's health insurance policy; or who are handicapped  
5 children as defined in said policy. (Any employee may use up to 50%  
6 of accrued sick leave for illness under this proposal; however, this  
7 limitation does not apply to less than twenty-four (24) days accrued sick  
8 leave, which is to say, regardless of the 50% limitation a 40-hour  
9 employee may use 12 days of accrued sick leave and a 24-hour shift  
10 employee four (4) twenty-four hour shifts of accrued sick leave, which is  
11 described in this paragraph.) In all incidents of such sickness by a  
12 spouse or dependent children, a doctor's statement may be required.

- 13 34.3 a) All employees are required to notify District One as early as possible  
14 and no later than 60 minutes prior to the starting of his/her normal work  
15 day when he/she is unable to report for work because of illness or  
16 injury, giving the reason for absence. In the event, District One is not  
17 available then the employee shall notify District Two. Employees failing  
18 to comply with this provision shall not be allowed to charge their  
19 absence to sick leave unless waived by the Fire Chief. Twenty-four  
20 hour shift employees will notify the District Chief at least 24 hours in  
21 advance of their intent to return following an illness or any injury. Sick  
22 leave will not be granted for any sickness, injury or disability arising  
23 from an unlawful act on the part of the employee. Sick leave will be  
24 charged only against an employee's regular workday and shall not be  
25 charged for absences on overtime or premium time. From the fourth  
26 incident of sickness onward, a doctor's statement verifying the sickness  
27 may be required, unless after any of the three (3) prior incidences a  
28 doctor's statement verifying the sickness is provided. In which case,  
29 that incident will not count towards one of the three (3) incidences. In  
30 all cases where the sickness involves more than two consecutive shifts,  
31 a doctor's statement verifying the sickness may be required.

- 1           b)    When verification of illness is required, the following shall apply: A  
2            doctor's statement, in writing, is to be turned in to the employee's  
3            immediate supervisor upon the employee's return to work if there are  
4            no restrictions from the doctor. If restrictions apply, a doctor's  
5            statement, in writing, is to be turned in to the City Nurse before the  
6            employee returns to work, which statement shall detail any restrictions  
7            on the employee's ability to perform all the duties normally assigned to  
8            the employee's classification. Failure to provide such a statement or  
9            refusal by the doctor to allow the City to verify the statement if such is  
10           requested shall preclude the use of sick leave, and the employee shall  
11           be in a leave without pay status until acceptable documentation is  
12           provided. Expenses of a doctor resulting from the verification of illness  
13           shall be the responsibility of the employee except if he is required to  
14           obtain such from a doctor selected by the City.
- 15           c)    If the Lieutenant or District Chief determines from personal observation  
16            that an employee reporting to duty is too sick to work, he may be sent  
17            home on sick leave.
- 18  34.4       Sick leave shall be monitored administratively. If sick leave is used in  
19            conjunction with any other leave (i.e. Trade Time, Vacation, or Kelly Day) or on  
20            holidays, verification of illness from a doctor may be required after the second  
21            occurrence. The employee shall be noticed on the second occurrence and a  
22            determination made as to whether verification of illness will be required for  
23            future occurrences.
- 24  34.5       Sick leave shall not be granted in advance of being earned. If an employee  
25            has insufficient sick leave credit to cover a period of absence, vacation leave  
26            may be used or a deduction for the time involved shall be made on the current  
27            payroll. However, such usage must be approved in advance of the  
28            employee's absence.
- 29  34.6       Should a holiday occur during an employee's absence due to sickness, the  
30            sick day shall be charged as a holiday.

1 34.7 Sick leave shall continue to accrue during periods of absence in which the  
2 employee is in pay status.

3 34.8 Employees who are transferred within the City shall have their sick leave  
4 credits transferred with them. The accrual, use and reimbursement provisions  
5 of this Agreement shall no longer be applicable after such transfer.

6 34.9 Employees taking sick leave shall be compensated at their regular straight  
7 time hourly rate of pay.

8 34.10 a) Employees separated from the Fire Department by death, retirement,  
9 resignation, or lay-off, and those who participate in the Consolidated  
10 Pension DROP, shall, upon request, be compensated in cash, at the  
11 weighted average of their base hourly rates during the preceding five  
12 years, for one-half of sick leave accumulated and unused which  
13 appears on their records. At the time of their separation, or election at  
14 the time of entry in and/or at least forty five (45) days prior to exit from  
15 the Consolidated Plan DROP, as the case may be, such payment shall  
16 not exceed the equivalent of a total of one thousand three hundred  
17 (1,300) hours for 24-hour employees, and nine hundred and sixty (960)  
18 hours for 40-hour employees (2600 x .50; 1920 x .50). Such payment  
19 shall only be made if the employee has, at the time of his/her  
20 separation, or entry in the Consolidated Plan DROP, used less than fifty  
21 percent (50%) of the sick leave he/she had accrued during his/her  
22 tenure with the Department; or for employees electing to be  
23 compensated during participation in (but at least 45 days prior to exit  
24 from) the Consolidated Plan DROP, such payment shall only be made if  
25 the employee has, during his/her tenure with the Department prior to  
26 entry AND during his/her time in the Consolidated Plan DROP, used  
27 less than fifty percent (50%) of the sick leave they accrued.

28 It is agreed that employees having a minimum balance of two hundred  
29 forty (240) sick leave hours, having used no more than forty-eight (48)  
30 hours of sick leave during the previous fiscal year, and who are at  
31 least 45 days from exiting the DROP, may elect to sell up to forty (40)

1 hours of sick leave per year. This election may only be made during  
2 the month of October of each year, and payment shall be made at the  
3 employee's base hourly rate at the time of payment. Additionally,  
4 each hour sold on any election made under this paragraph shall  
5 reduce, by one hour, the total number of hours the employee would  
6 have been able to sell upon separation, entry into the DROP, or  
7 during participation in (but at least 45 days prior to exit from) the DROP  
8 (ex. 1,300 – 40 = 1,260).

9 b) Except as provided below, employees receiving payment for sick leave,  
10 as described in section 34.10(a), may apply sick leave hours not  
11 redeemed for cash payout to pension service credit. Sick leave hours  
12 redeemed for cash payout are considered "used" and may not be  
13 converted to service credit. Effective January 1, 2014, any sick leave  
14 accrued and unused after such date shall not be converted to additional  
15 service credit for determining pension benefits.

16 c) Upon entering into the DROP, employees may elect to apply unused  
17 sick leave hours accrued as of December 31, 2013 to pension service  
18 credit and/or to retain some or all of their unused sick leave for use  
19 during their employment while participating in the DROP. Sick leave  
20 hours redeemed for cash payout of sick leave balances upon retirement  
21 are considered already "used" and may not be converted to credited  
22 service, or used as sick leave during participation in the DROP. In the  
23 case of a reverse DROP, members may utilize the lesser of the sick  
24 leave balance in existence on the effective date of commencement of  
25 participation or the balance in existence ninety (90) days after  
26 declaration of intention to enter the reverse DROP, subject to the  
27 limits described in (b) above. Any unused sick leave remaining at the  
28 expiration of the DROP participation or period will be forfeited.

29 d) The union agrees that once a retirement request is filed with the City, it  
30 becomes irrevocable thirty (30) days prior to the specified date targeted  
31 for retirement.

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**ARTICLE 35**  
**BEREAVEMENT LEAVE**

35.1 In the event of death in an employee's immediate family, he/she shall be granted leave for five (5) calendar days (no less than one (1) or more than two (2) work days for 52-hour employees and not less than three (3) or more than four (4) work days for 40-hour employees shall be used as paid Bereavement Leave at the Fire Chief's discretion). The Fire Chief or designee may grant additional leave as appropriate.

All other time in addition to bereavement leave as described above and any bereavement leave granted in the event of the death of a relative, other than those in the immediate family, shall be charged to Sick Leave or Annual Leave (Vacation) for immediate family and Annual Leave (Vacation) for all others. The employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this Article.

35.2 For the purpose of this Article, the following relationships shall be considered immediate family: the employee's father, mother, foster parent, brother, sister, spouse, registered domestic partner, current father-in-law, father of current registered domestic partner, current mother-in-law, mother of current registered domestic partner, natural grandparents and children holding the following relationships with the employee, the employee's spouse, or the employee's current registered domestic partner natural, adopted, or stepchild(ren), or a child for whom the person has been appointed legal guardian or legal custodian.

35.3 Employees taking Bereavement Leave shall be compensated at their regular straight time hourly rate of pay as set forth on the applicable salary schedule for the time off work.

35.4 Bereavement leave must be taken within 5 days of the death or funeral.

1 **ARTICLE 36**

2 **TRADE TIME**

3 36.1 Upon prior approval of the Fire Chief or his/her designee, an employee may  
4 agree with another employee, who is of equal classification (i.e., firefighter for  
5 firefighter, driver-operator for driver-operator) to work in place of said other  
6 employee during that employee's scheduled work assignment, subject to the  
7 following restrictions:

- 8 a) No employee shall be permitted to have another employee substitute  
9 for him/her except for periods of short duration and in no case in excess  
10 of three (3) consecutive 24-hour shifts.
- 11 b)(i) No employee shall be permitted to have other employees substitute for  
12 him/her in excess of a total of ten (10) times each fiscal year. Provided  
13 however, that regular and continuous uses of trade time shall not count  
14 against such limitation when such are required by approved educational  
15 courses scheduling or required by a verified illness, fall on a Saturday,  
16 Sunday or Holiday.
- 17 b)(ii) Up to seven (7) members of the Union who are officers of the Local and  
18 any members who are officers of the State or International Union shall  
19 be permitted to have other employees substitute for them up to a total  
20 of fifty (50) times each fiscal year to conduct union business as verified  
21 by the local Union President or designee. Such members shall be  
22 listed by the Union at the beginning of the fiscal year and the list kept  
23 current during the fiscal year.
- 24 c) The City shall compensate the employee who was scheduled to work in  
25 the amount he would have earned had he/she worked and shall in no  
26 manner be liable for any wage for the hours worked by the substitute  
27 employee.
- 28 d) The hours worked by the substitute employee shall not be considered  
29 hours worked by or paid for to the substitute employee.
- 30 e) The request for the exchange of time form will be signed by the  
31 appropriate parties in advance. However, extenuating circumstances,

1 which prevent the exchange of the time form from being signed by the  
2 appropriate parties in advance, will be given due consideration by the  
3 employee's immediate District Chief. If his/her District Chief is not  
4 available, then the other District Chief.

- 5 f) When the exchange of time form is signed in advance, the substitute  
6 employee is responsible for reporting to duty.
- 7 g) When the exchange of time form is not signed in advance, the  
8 employee originally scheduled to work is responsible for reporting to  
9 duty.
- 10 h) An employee substituting for another employee will not be eligible for  
11 vacation during the period of any portion thereof of the substitution  
12 unless waived by the District Chief on duty.
- 13 i) An employee substituting for another employee will be eligible for sick  
14 leave during the period of any portion thereof, of the substitution.  
15 Verification of illness may be requested by the Fire Chief.

16 36.2 No grievance may be filed by an employee or the Union alleging that the City  
17 has any contractual liability for wages resulting directly or indirectly from the  
18 application of this Article other than to compensate the employee originally  
19 scheduled to work for those hours in an amount equal to what he would have  
20 earned had he worked.

21  
22 **ARTICLE 37**

23 **JURY DUTY AND COURT APPEARANCES**

24 37.1 Any employee covered by this Agreement who is required to perform jury  
25 service during his/her normal working hours in a City, County or Federal Court  
26 shall be paid his/her regular straight time hourly rate for the period of such  
27 service. Employees receiving a summons for jury duty must notify their  
28 immediate officer promptly or as soon as possible after receiving such notice.  
29 Any employee failing to make such notification will not be paid for the period of  
30 said absence. A Request for Leave form must be completed by the employee



1 with a copy of the court summons attached and must be approved prior to  
2 payment for such time off.

3 37.2 Any employee who is excused from jury duty during his/her normal work hours  
4 must report to his/her immediate officer to determine if he/she will be required  
5 to work the remainder of his/her normal work schedule.

6 37.3 Any employee covered by this Agreement who is required to appear in a court  
7 of law during his/her normal working hours in response to a legally valid  
8 subpoena, shall be paid his/her regular straight time hourly rate for those  
9 hours absent from work, overtime for off duty hours, provided that either the  
10 employee is required to testify on behalf of the City, or, that the City be a party  
11 of the case and the employee is required to testify because of conduct arising  
12 out of and in the course of his/her employment with the City while actually on  
13 duty; and provided further that in no other case shall employees covered by  
14 this Agreement be paid by the City including any case where the Union or the  
15 employee is a party to the case directly or as a member of a class. Employees  
16 receiving such subpoena must notify their immediate supervisor promptly and  
17 submit evidence of such service as a witness. Any witness fee which the  
18 employee receives shall be endorsed and promptly transmitted by the  
19 employee to his appropriate supervisor for forwarding to the Finance  
20 Department.

21  
22 **ARTICLE 38**  
23 **LEAVE OF ABSENCE**

24 38.1 General Information

25 Leaves of absence may be paid or unpaid, depending upon the circumstances of  
26 the leave and whether the employee has accrued applicable paid leave available.

27 Three categories of leaves of absences are described herein.

28 A. Leave of absences will be granted for Family and Medical Leave (FMLA) -  
29 see Section 38.7.

30 B. Leaves of absences may be granted under conditions similar to FMLA for  
31 employees to care for Registered Domestic Partners – see Section 38.11.

1 C. Leave of absences may be granted for Personal Leave - see Section 38.12.  
2 38.2 Leave Request Procedure:  
3 Employees are expected to be familiar with and are required to follow the  
4 leave procedures as outlined in the Leave Request Procedures Section.  
5 Leave requests for less than one full pay period should be handled with a  
6 Personnel Leave Request Form attached to the time sheet. Employees may  
7 be required to daily or otherwise report on his/her status and intention to  
8 return to work and may be subject to loss of benefits and/or discipline for  
9 failure to do so.  
10 38.3 Continuity of Service:  
11 Any leave without pay for one full pay period or more which is approved in  
12 accordance with these procedures shall not constitute a break in service, but  
13 will constitute an adjusted service date. If leave is ninety (90) days or longer,  
14 the pension service date will be affected.  
15 38.4 Expiration of Leave and Reinstatement:  
16 Reinstatement is dependent upon the type of unpaid leave. Refer to the  
17 appropriate section for more information.  
18 38.5 Extension of Leave  
19 If an extension of the leave is required, a request for the extension must be  
20 submitted on the Leave Request Form at least five (5) days in advance of the  
21 leave expiration or as soon as practical. Consideration of an extension will be  
22 based on the same criteria as the original request. Failure to return to work at  
23 the expiration of the leave may result in termination.  
24 38.6 Parental Leave:  
25 In instances of parental leave, for the care and custody of the employee's  
26 natural or adoptive newborn infant, sick leave up to 50% of that available in the  
27 pay period prior to the date of birth, or 104 hours (whichever is greater) may be  
28 taken during the first six weeks following the infant's birth.  
29 Employees receiving parental leave may be required to submit evidence of  
30 date of birth, custody, and location of the infant for whom parental leave is  
31 sought.

1 38.7 Family and Medical Leave:  
2 A. Eligible employees may take a maximum of twelve (12) weeks of family  
3 and medical leave in their FMLA leave year. This leave may be paid if  
4 applicable leave is available or the leave may be unpaid. The FMLA  
5 leave year is defined as the twelve – (12-) month period measured from  
6 January 1 each year.

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  
11 within 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 active duty, or  
18 has been notified of an impending call to active duty status, in support  
19 of a contingency operation, as a member of the reserves or a former  
20 retired reserve or regular armed member.

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

28 The aggregate number of workweeks of leave to which both husband and wife  
29 may be entitled under this subsection may be limited to 26 workweeks during  
30 the single twelve- (12-) month period described in this subsection B if the leave  
31 is:

- 1 (i) leave under subsection B; or
- 2 (ii) a combination of leave under subsection A and leave described
- 3 in B

4 C. Eligibility Requirements

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

8 D. Definitions of Serious Health Condition

9 A serious health condition is an illness, injury, impairment, or physical or  
10 mental condition that involves either an overnight stay in a medical care  
11 facility, or continuing treatment by a health care provider for a condition that  
12 either prevents the employee from performing the functions of the employee's  
13 job, or prevents the qualified family member from participating in school or  
14 other daily activities. Slightly different requirements apply in the case of  
15 covered servicemembers.

16 Subject to certain conditions, the continuing treatment requirement may be  
17 met by a period of incapacity of more than three (3) consecutive calendar days  
18 combined with at least two (2) visits to a health care provider or one visit and a  
19 regiment of continuing treatment, or incapacity due to pregnancy, or incapacity  
20 due to a chronic condition. For further information contact Employee Health  
21 Services or the Human Resources Department.

22 E. Use of Leave

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

28 F. Substitution of Paid Leave for Unpaid Leave

29 The City generally requires use of accrued paid leave while taking FMLA leave  
30 (see 38.9). In order to use paid leave for FMLA leave, employees must  
31 comply with the City's normal paid policies.

1 G. Employee Responsibilities

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

6 Employees must provide sufficient information for the City to determine if the  
7 leave may qualify for FMLA protection and the anticipated timing and duration  
8 of the leave. Sufficient information may include that the employee is unable to  
9 perform job functions, the family member is unable to perform daily activities,  
10 the need for hospitalization or continuing treatment by a health care provider  
11 and information on symptoms, diagnosis, hospitalization, doctor results,  
12 whether medication has been prescribed, any referrals for treatment (physical  
13 therapy, for example) any other regimen of continuing treatment, or  
14 circumstances supporting the need for military family leave. Employees also  
15 must inform the City if the requested leave is for a reason for which FMLA  
16 leave was previously taken or certified. Employees also may be required to  
17 provide a certification and periodic recertification supporting the need for  
18 leave. Documentation must be provided in a timely manner, utilizing the forms  
19 provided by the City, or FMLA leave may be denied, use of paid leave may be  
20 denied, employees will lose job benefits and protections, and may be subject  
21 to disciplinary action.

22 38.8 Conditions:

23 A. Leave without pay for one (1) full pay period or more will not be considered  
24 time worked for purposes of accruing seniority, longevity, vacation, sick or  
25 other employee benefits.

26 B. Employees may take Family and Medical Leave in twelve (12) consecutive  
27 weeks, may use the leave intermittently, or under certain circumstances may  
28 use the leave to reduce the workweek or workday, resulting in a reduced hour  
29 schedule. Except for care for a covered service-member, the FMLA-covered  
30 leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month  
31 period measured forward from January 1. However, for the birth, placement,

1 adoption of a child, or well newborn care the City and the employee must  
2 mutually agree to the schedule before the employee may take leave  
3 intermittently or work a reduced hour schedule.

4 C. The City may temporarily transfer an employee to an available alternative  
5 position with equivalent pay and benefits if the employee is qualified for the  
6 position and if the alternative position would better accommodate the  
7 intermittent or reduced schedule.

8 D. If an employee out on regular paid leave seeks to extend that leave under the  
9 provisions of the Family and Medical Leave Act, the City may classify and  
10 apply leave already taken towards the employee's twelve- (12-) week total  
11 upon appropriate information from the employee.

12 E. The employee's position may be filled by a temporary appointment or  
13 assignment of another employee. At the expiration of the leave, the employee  
14 shall be reinstated in the position vacated, if it exists and reinstatement is  
15 otherwise warranted.

16 F. Except as provided herein, the employee, upon returning to work from a  
17 medical leave, must report to Employee Health Services. The employee may  
18 be required to submit a written approval from his/her health care provider  
19 stating the employee is approved to return to work. The employee may be  
20 required to complete a fitness for duty examination related to the serious  
21 health condition for which the employee was absent on FMLA leave.

22 G. While the employee is on medical leave, the City will continue the employee's  
23 health benefits during the leave period at the same level of benefits and under  
24 the same conditions as if the employee had continued to work. An employee  
25 on paid medical leave continues to pay the contribution rate via payroll  
26 deduction as when an active employee. An employee on unpaid leave  
27 continues to pay the contribution as when an active employee. In this case, the  
28 employee must continue to make this payment either in person or by mail to  
29 the City's Risk Management Department. Payment must be received by the  
30 last day of the month prior to each month of coverage. If the payment is more  
31 than thirty (30) days late, the employee's health care coverage may be

1 dropped. The City will notify the employee in writing at least fifteen (15) days  
2 before the date that health coverage retroactively is cancelled, or at the City's  
3 option, it may pay the employee's share of the premiums during unpaid  
4 medical leave and recover those payments from employee upon employee's  
5 return to work.

6 H. If the employee chooses not to return to work for reasons other than a  
7 continuation, recurrence, or onset of a FMLA qualifying serious health  
8 condition or for other circumstances beyond the control of the employee, the  
9 City will require the employee to reimburse the City the amount it paid for the  
10 employee's health insurance premium during the leave period through  
11 deducting from any sums due employee arising out of the employment  
12 relationship, or by initiating legal action against the employee to recover such  
13 costs.

14 38.9 How available paid leave is applied to an FMLA qualifying event

15 A. Designated Leave System

16 For employees in the sick leave/vacation leave system, employees are  
17 required to use sick leave, and in the absence of sick leave, vacation  
18 leave for absences due to their own or family member's serious health  
19 condition. In the case of absences due to a compensable accident,  
20 after wage loss payments start, employees may choose whether or not  
21 to supplement the wage loss payments with sick leave, then vacation.  
22 Employees may utilize sick leave or vacation in lieu of sick leave for  
23 adoption and birth of newborn within six (6) weeks after adoptions or  
24 birth, for up to 96 hours of such paid leave. Upon exhaustion of sick  
25 leave prior to utilizing 96 hours, the employee will be required to use  
26 vacation in lieu of sick for up to the remainder of that period, after which  
27 time unpaid leave, or vacation in accordance with departmental notice  
28 procedures could be taken for the remainder of the FMLA entitlement  
29 period. Alternatively, the employee may take only unpaid leave for all  
30 absences due to adoption or birth of newborn, or take vacation leave in  
31 accordance with departmental notice procedures.

1 B. The maximum hours of paid leave under this Article 38.9 and Article  
2 38.11 shall be 480 and any approved absence beyond 480 in the leave  
3 year, or servicemember leave period shall be without pay, except as  
4 provided in 38.9C.

5 C. Employees working a 52-hour workweek shall be eligible to use the  
6 appropriate available leave time above the 480 hours for the remainder  
7 of the FMLA entitlement period.

8 38.10 FMLA, Partner Leave definitions

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

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

17 C. Serious Health Condition: A serious health condition is an illness, injury,  
18 impairment, or physical or mental condition that involves: (FMLA and Partner)  
19 1. inpatient care at a hospital, hospice, or residential medical care facility, or  
20 2. continuing treatment by a health care provider.

21 D. Leave Year: The twelve- (12-) month period measured forward from January 1  
22 each year, except in the care of covered servicemember caregiver leave (see  
23 38.7B).

24 38.11 Registered Domestic Partner medical leave (Partner)

25 A. Eligible employees may take a maximum of twelve (12) weeks of Partner  
26 medical leave in the FMLA leave year. Eligible employees may also take  
27 covered servicemember caregiver leave, if the covered servicemember is the  
28 eligible employee's Registered Domestic Partner, for a maximum 26 weeks  
29 as described in 38.7B. In all cases, Partner leave and FMLA leave  
30 combined may not exceed a total of twelve (12) weeks in the FMLA (for care  
31 for Partners who are covered servicemembers leave year, twenty-six (26)



1 weeks in the covered servicemember leave period), as the case may be,  
2 unless otherwise required by law. This leave may be paid if applicable  
3 leave is available or the leave may be unpaid. The FMLA Leave Year is  
4 defined as the twelve- (12-) month period measured forward from January 1  
5 each year.

- 6 B. Partner leave will be granted for, and under the same conditions as FMLA  
7 leave to care for a spouse, or covered servicemember.

8 38.12 PERSONAL LEAVE

- 9 A. An employee may be granted a Personal Leave for a period of time not to  
10 exceed a total of one (1) year, for the following reasons:

- 11 1. Health or family related problems not defined within Family and Medical  
12 Leave Policy, or beyond the time limits of the FMLA or beyond the  
13 scope of leave available to care for Registered Domestic Partners.  
14 2. Education  
15 3. Military leave not covered under Military Leave Policy  
16 4. Extenuating personal reasons

- 17 B. Conditions:

- 18 1. Employees must apply for Personal Leave in writing at least ten (10)  
19 working days prior to the beginning of the leave. Personal Leave may  
20 be granted and if granted may be paid, unpaid, or a combination of  
21 paid and unpaid leave. Prior to being placed on unpaid Personal  
22 Leave under this section, employees must first exhaust all accrued  
23 vacation and personal leave.  
24 2. Unpaid leave for one (1) full pay period or more will not be considered  
25 time worked for purposes of accruing seniority, longevity, vacation, or  
26 sick.  
27 3. During an employee's approved Personal Leave, his/her position may  
28 be filled by a temporary appointment, or permanent assignment of  
29 another employee. At the expiration of the leave, the employee shall  
30 be reinstated to the position vacated if it has not been filled  
31 permanently during the leave. If the position has been filled, then the

1 employee will be reinstated to another position which is vacant and for  
2 which the employee is qualified. The replacement position shall not  
3 be at a higher wage rate than the position from which the leave was  
4 granted. Refusal of a vacant position offered by the City shall result in  
5 the termination of the employee.

- 6 4. The employee shall not accept part- or full-time employment elsewhere  
7 while on leave of absence unless such employment was previously  
8 approved and is not conducted during normal working hours.
- 9 5. To return to work the employee must report to Employee Health  
10 Services; and, the employee may be required to submit a written  
11 approval from their health care provider releasing them for work. The  
12 employee may be required to complete a health examination.
- 13 6. An employee on unpaid personal leave must contact the City of  
14 Gainesville's Risk Management Department to obtain a COBRA  
15 Notification Form. The COBRA Notification Form outlines the terms  
16 and conditions of the Consolidated Omnibus Budget Reconciliation Act,  
17 COBRA rates, when payments are due, and where payments are  
18 mailed to. Payment must be received by the last day of the month prior  
19 to each month of coverage. If the payment is more than thirty (30) days  
20 late, the employee's health care coverage may be dropped for the  
21 duration of the leave. The City will notify the employee in writing at  
22 least 15 days before the date that health coverage retroactively is  
23 cancelled, or at the City's option, it may pay the employee's share of  
24 the premiums during the unpaid medical leave and recover those  
25 payments from employee upon employee's return to work. If the  
26 employee chooses not to return to work, the City will require the  
27 employee to reimburse the City the amount it paid for the employee's  
28 health insurance premium during the leave period through deducting  
29 from any sums due employee arising out of the employment  
30 relationship, or by initiating legal action against the employee to  
31 recover such costs.

1 38.13 Domestic/Sexual Violence Leave  
2 Domestic/Sexual Violence Leave shall be provided in accordance with  
3 Human Resources Policy L-2: General Leave Policies.

4  
5 **ARTICLE 39**  
6 **MILITARY LEAVE**

7 39.1 The City Manager will grant a leave of absence to any regular employee called  
8 to active military service or state active duty in accordance with applicable law.

9 39.2 Reserve or Guard Annual Training:

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

17 The military leave of absence under this paragraph in no way affects his/her  
18 annual vacation leave.

19 39.3 Reserve or Guard Active Military Service (not annual training).

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

26 39.4 Requests for Military Leave:

27 The employee shall be required to submit a copy of orders or statements from  
28 the appropriate military commander as evidence of such duty to the Fire Chief.  
29 The orders or statement must be attached to a Personnel Action Record  
30 requesting military leave. The request must be sent to the Human Resources

1 Department well in advance of the scheduled date of departure for proper  
2 approval for military leave of absence.

3 39.5 An employee attending evening or weekend military training which conflicts  
4 with his work schedule shall be granted time off without pay for the purpose of  
5 attending the military training or may use trade times without their counting  
6 against the allowable total.

7 39.6 Military Leave Without Pay

8 In the event military leave is required in excess of the time allowed for in  
9 paragraphs 39.2 and 39.3, the employee may be granted additional leave  
10 without pay or he/she may elect to use earned vacation leave, which shall not  
11 constitute a break in continuous service. Vacation leave will not be required  
12 prior to allowing leave without pay.

13 39.7 In all cases the employee shall be granted benefits as afforded by law.

## 14 **ARTICLE 40**

### 15 **WAGES**

16  
17 40.1 General Increases and Range Movement

18 A. There shall be no General Increases during the term of this Agreement, and  
19 no General Increases after the expiration of this Agreement unless and until  
20 there is a new Agreement in effect providing for such increases.

21  
22  
23 B. ~~Effective the first full pay period in October 2015, the pay range minimums and~~  
24 ~~maximums for Fire Driver/Operator, Fire Inspector, Fire Lieutenant, Fire~~  
25 ~~Captain and Fire Investigative Services Officer shall be adjusted two percent~~  
26 ~~(2%), as reflected in Exhibit I. Effective the first full pay period in October~~  
27 ~~2016, the pay range minimum and maximum for Firefighter shall be adjusted~~  
28 ~~one percent (1%), as reflected in Exhibit I. Effective the first full pay period in~~  
29 ~~October 2017, the pay range minimum for Firefighter shall increase to \$41,000~~  
30 ~~per year, and the maximum shall be adjusted by one percent (1%). There shall~~  
31 ~~be no pay range movement during the term of this Agreement, and no pay~~

1 range movement after the expiration of this Agreement unless and until there  
2 is a new Agreement in effect providing for such increases.

- 3  
4 C. An employee entering the Deferred Retirement Option Program (DROP) may  
5 elect to forego receipt of any future general salary increases effective after  
6 entry into the DROP, for as long as the employee is participating in the DROP,  
7 as provided in Article VII, Division 3, of the Code of Ordinances:

8  
9 A Consolidated Pension Plan member who has elected to receive Longevity  
10 payments rather than general increases (COLA) must, in order to enter and  
11 continue to participate in the Deferred Retirement Option Program (DROP),  
12 forego receipt of all general salary increases (COLA) effective after the  
13 member's entry into the DROP. This member must, in order to enter and  
14 continue to participate in the DROP, forego receipt of all merit increases  
15 after the member's entry into the DROP to the extent such increase would  
16 result in the member's base salary exceeding the top of the salary range of  
17 the regular classification the member was in, as it existed when the member  
18 entered the DROP. Such participants in the DROP remain eligible to receive  
19 a promotional increase, but subsequent merit increases would be limited as  
20 described above.

21  
22  
23 40.2 Merit or Performance – Based Increases

- 24 A. Effective the beginning of the first full pay period in October ~~2018~~  
25 ~~each year of the Agreement (October 2015, 2016, and 2017),~~  
26 employees who have completed an *initial* probationary period and  
27 whose overall performance rating for the prior rating period is Meets  
28 Expectations or higher shall receive a base rate increases ~~s~~ as provided  
29 in the table below, limited by the pay range maximum.

30 Employees whose individual base rate prior to the increase is less than  
31 the amount provided in the table from the range maximum, shall have

1 their base rate increased to the maximum of the range, as necessary,  
 2 and shall receive a one-time, non-pensionable, lump sum payment for  
 3 that portion that is above the range maximum. Lump sum payments  
 4 shall not be included as base pay.

5 In the event an employee, who is otherwise eligible, did not complete  
 6 his/her **initial** probationary period during the prior rating period, the  
 7 employee shall become eligible upon satisfactory completion (Meets  
 8 Expectations or higher) of his/her **initial** probationary period. Payment  
 9 in those instances shall be made prospectively from the first full pay  
 10 period following completion of the **initial** probationary period.  
 11

	FY18FY19 (October <del>2017</del> 2018)
	Annualized Base Rate Increase
Firefighter	\$ <del>1,500.00</del> 1,600
Fire Driver/Operator	\$ <del>1,950.00</del> 1,795
Fire Lieutenant and Fire Inspector	\$ <del>2,000.00</del> 2,060
Fire Captain and Fire Investigative Services Officer	\$ <del>2,000.00</del> 2,165

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12 These merit increases within an established pay grade (see Exhibit I)  
 13 shall be limited only by the range maximum based on satisfactory  
 14 performance.

15 There shall be no Merit Increases after September 30, ~~2018-2019~~  
 16 unless and until there is a new Agreement in effect providing for such  
 17 increases.  
 18  
 19

1 B. For regular (non-probationary) employees, the review period is a one-  
2 year period from October 1 through September 30.

3 C. Employees may be eligible for Special Merit Awards as authorized  
4 under City Human Resources Policy – Performance-Based Merit  
5 Awards.

6 40.3 Twenty-four hour shift personnel who have been assigned to Fire Prevention  
7 shall receive compensation at the appropriate rate of pay.

8 40.4 Employees covered by this Agreement who work in a higher classification shall  
9 be paid ten percent (10%) above their current rate for each such full hour.

10  
11 Under no circumstances shall the total amount of out-of-class pay that is paid  
12 exceed that attributable to the number of hours worked.

13 40.5 A. Effective the beginning of the first pay period in October 2018, all employees  
14 who possess or achieve State of Florida paramedic certification shall receive  
15 an annualized based rate increase of \$1,100, limited by the pay range  
16 maximum. Any portion of the \$1,100 that is in excess of the range maximum  
17 shall be paid as a one-time, non-pensionable, lump sum payment. This base  
18 rate increase shall only be made once. Lump sum payments shall not be  
19 included as base pay. There shall be no base rate increases under this  
20 provision after the term of this Agreement, unless and until there is a new  
21 Agreement in effect providing for such increases.

22 B. In the event a member who receives the base rate increase in 40.5.A. above  
23 loses the State of Florida paramedic certification, the member's annual base  
24 rate will be reduced by \$1,100.

25 C. Employees holding a current and valid State Paramedic Certification~~and~~  
26 ~~holding current clearance from the System Medical Director~~ shall receive  
27 supplemental paramedic pay at a rate of ten percent (10%) of their current  
28 base wages ~~provided there shall be no decrease in paramedic pay for any~~  
29 ~~cleared individual.~~

1 ~~B.~~ Any paramedic who is not cleared shall not receive this monthly supplement,  
2 provided that he or she has had the opportunity to obtain cleared status on City time  
3 and at City expense.

4 40.6 Employees who are required to be paramedics, in accordance with 10.3 of  
5 Article 10, shall upon request be permitted to seek relief from said requirement  
6 from the Department Medical Director.

7 40.7 If the City Commission determines that fire inspections are to be performed on  
8 a department-wide basis by fire companies, fifty dollars (\$50.00) per month  
9 shall be re-instated for the duration of the current labor agreement. Company  
10 fire inspections will be conducted from 8:00 a.m. to 5:00 p.m., Monday through  
11 Friday, and Saturdays until 11:30 a.m.

12 40.8 Lieutenants while assigned to Training shall be paid five percent (5%) above  
13 their current rate.

14 40.9 All persons in the Fire Department in the classification of Fire Inspector holding  
15 a current and valid Police Officer certification shall be paid an incentive of five  
16 percent (5%) of his/her base wages while so employed.

17 40.10 Certified HazMat Technicians assigned to the HazMat team (currently  
18 assigned as Engine 2 and Tower 2) shall be paid an incentive of two and one-  
19 half percent (2½%) of their base wages for hours worked in this assignment.

20 40.11 A. The Fire Chief shall determine and authorize the number of HazMat  
21 Technicians and Technical Rescue Specialist positions, if any.

22 B. Certified HazMat Technicians and Technical Rescue Specialists shall receive  
23 supplemental pay of one and one-half percent (1.5%) of their base wages bi-  
24 weekly provided there shall be no decrease (not less than thirty dollars bi-  
25 weekly) in supplemental pay for any certified individual.

26 40.12 All employees shall be required to have and maintain a direct deposit  
27 account for the purpose of receiving their employment compensation.

28 40.13 Either party may reopen this article one time during the term of this  
29 Agreement (October 1, 2018 – September 30, 2021).  
30



1 **ARTICLE 41**

2 **HOURS OF WORK AND OVERTIME PAYMENT**

3 41.1 The provisions of this Article are intended to provide a basis for determining  
4 the number of hours of work for which an employee shall be entitled to be paid  
5 at overtime rates and except as provided in this Agreement shall not be  
6 construed as a guarantee to such employee of any specified number of hours  
7 of work either per day or per week or as limiting the right of the City to fix the  
8 number of hours of work (including overtime) either per day or per week for  
9 such employee. The City will establish the basic workweek and hours of work  
10 best suited to meet the needs of the Department and to provide superior  
11 service to the community.

12 41.2 The normal workweek for employees in various groups as established by the  
13 City shall be:

- 14 A) An average of 52 hours of work a week (Monday through Sunday)  
15 consisting of periods of 24 hours on duty, including meals and rest  
16 periods, and 48 hours off duty. Every fourteenth (14th) shift will be  
17 scheduled time off which results in an average of 104 hours per pay  
18 period. See Attachment III – Kelly Day Selection
- 19 B) For all other employees a total of 40 hours of work a week (Monday  
20 through Sunday) consisting of four (4) consecutive workdays of ten (10)  
21 hours each day. Forty (40) hour employees will work four (4)  
22 consecutive workdays of ten (10) hours each day for the duration of this  
23 Agreement.
  - 24 1) Split shifts may be worked upon mutual agreement of  
25 management and the employee or at the unilateral choosing of  
26 management for no more than four (4) times per year for each  
27 employee.
  - 28 2) Starting times may be changed upon five (5) days notice.
  - 29 3) The normal workday shall consist of ten (10) consecutive hours,  
30 including a lunch period.

1                   4)    If the employee is given seven (7) days notice, his or her  
2                               workday may be shortened after a prior day during which the  
3                               employee worked more than ten (10) hours.

4  41.3           The City agrees to pay employees covered by this Agreement time and one-  
5                   half (1½) their regular straight time hourly rate of pay for all hours worked in  
6                   excess of the scheduled normal workweek.

7  41.4           For purposes of overtime computation, vacation and holidays for all  
8                   employees shall be considered as time worked. Sick leave shall not be  
9                   considered as time worked for purposes of overtime computation. Holiday pay  
10                  for 24-hour shift employees shall not be considered as time worked.

11 41.5           There shall be no duplication or pyramiding in the computation of overtime and  
12                  nothing in this Agreement shall be construed to require the payment of  
13                  overtime more than once for the same hours worked.

14 41.6           All employees covered by the terms of this Agreement who are called back to  
15                  work from off duty with less than sixteen (16) hours notice shall be paid for at  
16                  least three (3) hours minimum at their overtime hourly rate of pay if a lesser  
17                  period of time is worked. Employees called back to work from off duty with  
18                  sixteen (16) hours or more notice shall be paid for at least two hours minimum  
19                  at their overtime hourly rate of pay if a lesser period of time is worked.

20 41.7           All overtime work shall be authorized by the Fire Chief or designee, if such  
21                  authority has been specifically delegated to him/her.

22 41.8           Agreed upon Local 2157 Overtime Guidelines will be used to ensure that  
23                  opportunity to work overtime will be distributed as equally as practicable  
24                  among employees in the same job classification, rank-by-rank basis, provided  
25                  the employees are qualified to perform the specific overtime work required and  
26                  are readily available for such work. Overtime opportunities will be  
27                  accumulated on adequate records (which will be available to the Union and  
28                  employees) and offered overtime not worked will not be considered as worked  
29                  in maintaining these records. If an employee establishes that he/she has not  
30                  received his/her fair share of overtime opportunities, such employee shall have  
31                  first preference to future overtime work until a reasonable balance is recreated.

1 It is understood that nothing in this clause shall require payment for overtime  
2 hours not worked. Reasonable requests to be excused from overtime may be  
3 honored; but if there are not enough qualified employees, then the City retains  
4 the right to make mandatory overtime assignments. Such mandatory  
5 assignments shall be made in the inverse order from the seniority list for  
6 firefighters and promotion date for all others. It is understood that the sharing  
7 of overtime shall not delay nor unduly increase the City's cost of operation.

- 8 41.9 1. Up to four (4) evening activities can be scheduled monthly provided  
9 they are concluded by 9:00 p.m.
- 10 2. Saturday, Sunday, and designated holidays shall continue to be  
11 observed for purposes of this section consistent with past practice, with  
12 the exception that employees may be required to work special events  
13 at the Fire Chief's discretion.
- 14 3. Training activities shall not preclude the use of trade time, provided  
15 make up of missed training material is the responsibility of each  
16 individual.

17 41.10 Employees assigned to standby status for one calendar week at a time by the  
18 Fire Chief or his designee shall be paid \$145 for each such week of standby.  
19 If assigned standby status is for less than one week, then the \$145 shall be  
20 prorated.

## 21 **ARTICLE 42**

### 22 **WORKERS' COMPENSATION**

23 42.1 Payment of Workers' Compensation benefits to all employees who are  
24 disabled because of any injury arising out of, and in the course of, performing  
25 their duties with the City will be governed as follows:

- 26 A) Full Workers' Compensation benefits as provided in accordance with  
27 the Worker's Compensation Law, Chapter 440, Florida Statutes.

28 42.2 Whenever an employee is absent due to a non-emergency compensable  
29 injury, he/she shall receive his/her regular pay for the first fifteen (15) calendar  
30 days of such absence. When an employee is absent due to a compensable  
31

1 injury as a result of responding to, during or returning from incidents, he/she  
2 shall receive his/her regular pay for the first 30 calendar days of such absence.  
3 But such payment shall not, when added to Workers' Compensation benefits,  
4 total more than the normal regular pay received by the employee immediately  
5 prior to such disability.

6 42.3 An employee sustaining a lost-time injury may use earned, unused sick or  
7 annual leave. The request must be made to the Fire Chief to allow the  
8 employee to remain on full pay for the period which can be covered by the sick  
9 leave or annual leave balance when prorated with the amount being paid by  
10 Workers' Compensation as set forth in paragraph 42.1.

11 42.4 All on-the-job injuries must be reported immediately (no later than 24 hours)  
12 after the occurrence which gave rise to the injury. Report shall be made to the  
13 immediate officer on duty (Lieutenant or District Chief, as the case may be) in  
14 order for this Article to be in full force and effect. It is not the intent of this  
15 section to in any way diminish any rights guaranteed by law.

16  
17 **ARTICLE 43**

18 **DRUG-FREE WORKPLACE**

19 43.1 The City and the Union recognize that substance abuse in our nation and  
20 our community exacts staggering costs in both human and economic terms.  
21 Substance abuse can be reasonably expected to produce impaired job  
22 performance, lost productivity, absenteeism, accidents, wasted materials,  
23 lowered morale, rising health care costs, and diminished interpersonal  
24 relationship skills. The City and the Union share a commitment to solve this  
25 problem and to create and maintain a drug-free work place. The parties  
26 have, therefore, agreed to the policy outlined in Addendum "D" to the City of  
27 Gainesville Drug-Free Workplace Program (See attached).

28  
29 **ARTICLE 44**

30 **LONGEVITY PAY**

31 44.1 Rates:

1 All regular employees of the City hired before the ratification date, March 2,  
2 1992, shall receive longevity pay in addition to their regular base pay in  
3 accordance with the following schedule:

- 4 1) 5 yrs. and not more than 10 yrs. 2% of base pay
- 5 2) 10 yrs. and not more than 15 yrs. 3% of base pay
- 6 3) 15 yrs. and not more than 20 yrs. 4% of base pay
- 7 4) 20 yrs. and not more than 25 yrs. 5% of base pay
- 8 5) In excess of 25 years 6% of base pay

9 44.2 Longevity pay shall be administered in accordance with Chapter 2, Article VII,  
10 Division 3, of the Gainesville Code of Ordinances.

11

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 17<sup>th</sup> ~~21<sup>st</sup>~~ day of  
2 January, ~~2016~~2019.\*

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3  
4 THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS LOCAL 2157

5  
6  
7  
8 Signed Original on file in Human Resources

Signed Original on file in Human Resources \_

9 ANTHONY LYONS  
10 CITY MANAGER

TRACEY HIGDON  
PRESIDENT

11  
12  
13 APPROVED AS TO FORM AND LEGALITY

14  
15 Signed Original on file in Human Resources

16 CITY ATTORNEY

17  
18  
19  
20 CITY BARGAINING COMMITTEE:

IAFF BARGAINING COMMITTEE:

21 Scott Heffner  
22 Jeff Lane

Nick Gonzalez  
Eugene Dugan

23 Joanne Rice

Bradley Paquette

24 Stephen Hesson

25 Steve Varvel

26 ~~Samantha Wolfe~~

27  
28 \*Date ratified by last party

29

Attachment I

As of ~~December~~ January 1, 2006~~2019~~

**Changes in technology or improved diagnostic testing  
may alter the following components.**

Bargaining Unit Members will have an Annual Physical each year in accordance with the following Biennial Schedule

Years ending in even number

Assessment will be conducted by Employee Health Services or other mutually agreed upon vendor.

The Annual Health Assessment for Firefighters will include but not be limited to:

Completion of Annual Health Assessment Form

Height and Weight

Blood Pressure

PFT (Lung Function Test)

Audiometer

Spirometry

Vision Test

Urinalysis (UTI, proteins, ketones, glucose) Hematoerit (finger-stick)

Dipstick Urine

PPD (optional)

Blood Draw (CBC, CMP, A1C, Lipid Panel, Hepatitis A, B and C, Health Panel and HIV)

HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only

PSA (Males over age of 40)

The nurse interprets and discusses results of the hearing, vision and PFT tests. She also performs a visual ear exam and auscultation of heart, lung and carotids. She reviews the employee's health history and discusses any current conditions.

Years ending in odd number

The "Five-Year" Physical for Firefighters includes (usually a Type "A" Physical):

General Health Assessment along with thorough examination for Cardiovascular Disease, Pulmonary Disease, and Cancer. Assessment will be conducted by a mutually agreed upon vendor and will include, but not be limited to:

NFPA 1582 Compliant Physical Exam

Vital Signs

Occupational Hearing and Vision

Hemocult testing

Skin cancer assessment

Cardiac Treadmill Stress Test (with EKG)

Pulmonary Function Test (Spirometry)

Laboratory analysis (CMP, CBC, Lipid Panel, Thyroid Panel, Hemoglobin A1C, Urinalysis (UTI, proteins, ketones, glucose), PSA (men), CA-125 (women))

Ultrasound imaging (e.g. Echocardiogram, Carotid Aortic Arteries, Testicular (men), Ovaries (women),

Abdominal organs

Chest X-ray (every 4 to 6 years)

WFI Firefighter Fitness Analysis (with VO2)

Diet and Nutritional Recommendations

**The following vaccinations/immunizations will be available to members at no cost:**

Flu, hepatitis A & B, tetanus, smallpox

Completion of Personal History and Medical Exam Form

Audiometry

Spirometry

Vision

Height and Weight

Blood Pressure

Optional Tests include: PAP Test (Females)

Lab Test (Chemzyme Plus or Health Panel)

Blood Draw (CBC, Hepatitis A, B and C, Health Panel and HIV)

HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only

Urinalysis

Chest X-ray

Stress EKG/Interpretation

Stress Test

PSA (Males over age 40.)

(No PPD)

**Voluntary Vaccinations/Immunizations:**

Flu

Hepatitis A & B

Tetanus

Smallpox



KELLY DAY SELECTION

1. Three (3) Kelly Day (K-Day) slots per shift shall be provided, but no more than one Lieutenant, and one Driver/Operator may select a slot on the same shift. ~~Additionally, a Lieutenant and Driver/Operator from the same company may not select slots on the same shift. However, t~~Three (3) Firefighters from the same shift may choose the same K-day.
2. Selection of slots shall be by overall departmental seniority, with the most senior person in the bargaining unit having the first selection.
3. Kelly Days shall be re-bid every 54 weeks. Re-bids shall be in accordance with paragraphs one and two above and no slots shall be held open for any particular rank during re-bid, allowing three (3) Firefighters from the same shift to pick the same day.

The K-day cycle beginning date will be moved back one six-week cycle every third year, to allow the beginning of the K-day cycle to remain close to October 1<sup>st</sup>. This would allow GFR members to select and begin the next year's K-day cycle with their annual vacation. K-day selection will begin the 2<sup>nd</sup> week in August each year.

The ~~2015-2018~~ K-day cycle begins on September ~~30, 2015~~26, 2018 and ends on October ~~11, 2016~~8, 2019.

The ~~2016-2019~~ K-day cycle begins on October ~~12, 2016~~9, 2019 and ends on October ~~24, 2017~~20, 2020.

The ~~2017-2020~~ K-day cycle resets to begin on October ~~25, 2017~~21, 2020 and ends on September ~~25, 2018~~21, 2021.

4. Persons who are promoted under circumstances whereby they cannot retain their present slot; persons who transfer to another shift; and new hires will chose any open slot in accordance with paragraph 2 above.
5. A fourth Kelly Day may be chosen if:
  - a. A lieutenant or Driver/Operator would otherwise have to bump a more senior member from his/her slot because there is not an open slot; or
  - b. All three slots are filled on all days; or
  - c. An increase in GFR positions make it necessary to create a fourth slot.

In the event that an increase in GFR positions make it necessary to create a fourth slot on one or more days, the number of four-slot days will be determined before the annual K-day selection process begins. The number of four-slot days will be filled in accordance with 1, 2 and 4 above until the needed number of four-slot days are filled. The remainder of the K-day selections will be at three slots per day. The automatic creation of four-slot days will only apply when the new positions are filled.

6. Trading Kelly Days shall be allowed by those on the same shift and shall be counted as “one of the permitted trade times.”
7. Working overtime on Kelly Days shall be permitted under guidelines for overtime.
8. Any unanticipated issue of Kelly Day selection will be discussed by the Union and Management, after which Management will decide the matter based upon its assessment of efficiency and staffing needs. The Union may submit any grievance, resulting from Management's decision above, directly to the Grievance Resolution Committee and thereafter final and binding arbitration as defined in Article 17 (Grievance Procedure) under the current Labor Agreement.

Exhibit I

IAFF PAY PLAN – EFFECTIVE 10/12/2015							
		Hourly without EMT	-	Hourly with EMT	Annual without EMT	-	Annual with EMT
F0-40	Firefighter, Non-Certified – 40	\$15.0320	-	\$15.8086	\$31,266.62	-	\$32,881.99
F0-52	Firefighter, Non-Certified – 52	\$11.5631	-	\$12.1605	\$31,266.62	-	\$32,881.99
Grade	Title	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
F1-40	Firefighter, Certified – 40	\$19.3129	\$23.3784	\$27.4438	\$40,170.89	\$48,626.98	\$57,083.06
F1-52	Firefighter, Certified – 52	\$14.8561	\$17.9834	\$21.1106	\$40,170.89	\$48,626.98	\$57,083.06
F2-40	Fire Driver/Operator – 40	\$22.0632	\$26.7073	\$31.3514	\$45,891.48	\$55,551.39	\$65,211.29
F2-52	Fire Driver/Operator – 52	\$16.9717	\$20.5442	\$24.1166	\$45,891.48	\$55,551.39	\$65,211.29
F3-40	Fire Inspector, Fire Lieutenant – 40	\$25.3721	\$30.7133	\$36.0545	\$52,773.97	\$63,883.49	\$74,993.01
F3-52	Fire Inspector, Fire Lieutenant – 52	\$19.5170	\$23.6256	\$27.7341	\$52,773.97	\$63,883.49	\$74,993.01
F4-40	Fire Investigative Services Officer, Fire Training Captain – 40	\$26.6410	\$32.2488	\$37.8566	\$55,413.07	\$67,077.45	\$78,741.83
F4-52	Fire Investigative Services Officer, Fire Training Captain – 52	\$20.4930	\$24.8068	\$29.1205	\$55,413.07	\$67,077.45	\$78,741.83

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IAFF PAY PLAN – EFFECTIVE 10/10/2016							
		Hourly without EMT	-	Hourly with EMT	Annual without EMT	-	Annual with EMT
F0-40	Firefighter, Non-Certified – 40	\$15.1823	-	\$15.9667	\$31,579.20	-	\$33,210.80
F0-52	Firefighter, Non-Certified – 52	\$11.6787	-	\$12.2821	\$31,579.20	-	\$33,210.80
Grade	Title	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
F1-40	Firefighter, Certified – 40	\$19.5060	\$23.6121	\$27.7182	\$40,572.71	\$49,113.30	\$57,653.88
F1-52	Firefighter, Certified – 52	\$15.0047	\$18.1632	\$21.3217	\$40,572.71	\$49,113.30	\$57,653.88
F2-40	Fire Driver/Operator – 40	\$22.0632	\$26.7073	\$31.3514	\$45,891.48	\$55,551.39	\$65,211.29
F2-52	Fire Driver/Operator – 52	\$16.9717	\$20.5442	\$24.1166	\$45,891.48	\$55,551.39	\$65,211.29
F3-40	Fire Inspector, Fire Lieutenant – 40	\$25.3721	\$30.7133	\$36.0545	\$52,773.97	\$63,883.49	\$74,993.01
F3-52	Fire Inspector, Fire Lieutenant – 52	\$19.5170	\$23.6256	\$27.7341	\$52,773.97	\$63,883.49	\$74,993.01
F4-40	Fire Investigative Services Officer, Fire Training Captain – 40	\$26.6410	\$32.2488	\$37.8566	\$55,413.07	\$67,077.45	\$78,741.83
F4-52	Fire Investigative Services Officer, Fire Training Captain – 52	\$20.4930	\$24.8068	\$29.1205	\$55,413.07	\$67,077.45	\$78,741.83

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**IAFF PAY PLAN - EFFECTIVE ~~10/9/2017~~10/8/2018**

<b>Grade</b>	<b>Title</b>	<b>Hourly without EMT</b>	<b>Hourly with EMT</b>	<b>Annual without EMT</b>	<b>Annual with EMT</b>
F0-40	Firefighter, Non-Certified - 40	\$15.3341	\$16.1264	\$31,895.03	\$33,542.85
F0-52	Firefighter, Non-Certified - 52	\$11.7955	\$12.4049	\$31,895.03	\$33,542.85

<b>Grade</b>	<b>Title</b>	<b>Hourly Minimum</b>	<b>Hourly Midpoint</b>	<b>Hourly Maximum</b>	<b>Annual Minimum</b>	<b>Annual Midpoint</b>	<b>Annual Maximum</b>
F1-40	Firefighter, Certified - 40	\$19.7115	\$23.8535	\$27.9954	\$41,000.00	\$49,615.19	\$58,230.37
F1-52	Firefighter, Certified - 52	\$15.1627	\$18.3488	\$21.5349	\$41,000.00	\$49,615.19	\$58,230.37
F2-40	Fire Driver/Operator - 40	\$22.0632	\$26.7073	\$31.3514	\$45,891.48	\$55,551.39	\$65,211.29
F2-52	Fire Driver/Operator - 52	\$16.9717	\$20.5442	\$24.1166	\$45,891.48	\$55,551.39	\$65,211.29
F3-40	Fire Inspector, Fire Lieutenant - 40	\$25.3721	\$30.7133	\$36.0545	\$52,773.97	\$63,883.49	\$74,993.01
F3-52	Fire Inspector, Fire Lieutenant - 52	\$19.5170	\$23.6256	\$27.7341	\$52,773.97	\$63,883.49	\$74,993.01
F4-40	Fire Investigative Services Officer, Fire Training Captain - 40	\$26.6410	\$32.2488	\$37.8566	\$55,413.07	\$67,077.45	\$78,741.83
F4-52	Fire Investigative Services Officer, Fire Training Captain - 52	\$20.4930	\$24.8068	\$29.1205	\$55,413.07	\$67,077.45	\$78,741.83

# **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**



# **DRUG-FREE WORKPLACE PROGRAM**

Revised 2010

**THE CITY OF GAINESVILLE AND THE  
INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS**

**DRUG-FREE WORKPLACE PROGRAM**

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# IAFF DRUG-FREE WORKPLACE PROGRAM

## 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, and to promote a drug-free working environment, the City of Gainesville, Florida (City) and the International Association of Firefighters, Local 2157 (IAFF) 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.

An employee who is injured in the course and scope of his/her employment and tests positive on a drug or alcohol test may be terminated. Refusal to take a drug (urine) or alcohol (breath) test will result in the employee being subject to dismissal.

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings. At such time as the regulations implemented pursuant to the Omnibus Transportation Employee Testing Act of 1991 or other regulatory requirements become applicable to City employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. Prior to making any amendments to this Program, the City shall engage in collective bargaining to the extent required by law.

To the extent that Section 440.101-.102, or the implementing rules issued by the Department of Labor and Employment Security or those issued by the Agency for Health Care Administration are amended, or other statutes and rules requiring drug testing determined to be applicable to City employees are adopted or amended, this Program will be modified without the necessity of further general notice as required by §440.102 (3).

The City/IAFF Drug-Free Workplace Program has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-

1 free workplace should be the goal of every employer in America. Drug and alcohol  
2 testing is only one of the several steps that must be taken to achieve this objective.  
3 When incorporated into a comprehensive anti-drug effort, testing can go a long  
4 way in combating drug and alcohol abuse in the workplace.

## 5 **II. SCOPE**

6  
7 All employees covered by this program and, as a condition of employment, are  
8 required to abide by the terms of this program and, as applicable, supplemental  
9 programs described in addenda to the City of Gainesville's Drug-Free Workplace  
10 Program. Any employee in doubt as to the requirements or procedures applicable  
11 to their situations may contact the City's Risk Management Department for  
12 information. Consistent with policy determinations and legal requirements, the City  
13 shall limit testing to that which is considered necessary to meet the Purpose of this  
14 Program.  
15  
16

## 17 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

- 18  
19 A. The City will give a general one-time notice to all IAFF-represented  
20 employees that the City prohibits its employees from illegally or improperly  
21 using, possessing, selling, manufacturing, or distributing drugs on its  
22 property, or while its employees are at work; that it is against City policy to  
23 report to work or to work under the influence of drugs; and that it is a  
24 condition of employment to refrain from using nonprescription drugs, or  
25 alcohol, on the job, or abusing legal drugs on or off the job such that it  
26 affects their job, and that a drug testing program is being implemented. At  
27 least sixty (60) days will elapse between the notice and any employee  
28 drug testing implemented pursuant to this program.  
29  
30 B. Prior to testing, all employees or applicants for employment will be given a  
31 summary of the Drug-Free Workplace Program, a drug test, a list of local  
32 employee assistance programs and a list of local alcohol and drug  
33 rehabilitation programs.  
34  
35 C. A notice of drug testing will be included with all job vacancy  
36 announcements for which drug testing is required. A notice of the City's  
37 drug testing program will also be posted in appropriate and conspicuous  
38 locations on the City's premises and copies of the program will be made  
39 available for inspection during regular business hours in the Human  
40 Resource Department and each Fire Station.  
41  
42

1 **IV. DEFINITIONS**

2  
3 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and  
4 112.0455 Fla. Stat. and the Agency for Health Care Administration, Drug-Free  
5 Workplace standards (Fla. Admin. Code R 59A-24) as may be amended shall  
6 apply to the words and phrases used in this program unless the context clearly  
7 indicates otherwise. When the phrase “drug and alcohol” testing, use, etc., is  
8 used in connection with different testing mechanisms, prohibitions or causes for  
9 testing “drug” includes all of the below listed substances except alcohol. “Drug”  
10 otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which  
11 defines “drug” as follows:  
12

- (c) “Drug” means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

13  
14 **V. ALCOHOL USE PROHIBITIONS**

- 15 A. The consumption of alcohol on City property or while on duty (during  
16 working hours, while at work, etc.) is prohibited and will result in  
17 disciplinary action, up to and including dismissal. The prohibition of  
18 consumption of alcohol upon City property or on duty does not, however,  
19 apply to those assignments, premises, or events at which consumption of  
20 alcohol is authorized by management. Such authorization does not  
21 encourage, sanction, or authorize any individual to consume alcohol in  
22 excess to a point of being intoxicated. Therefore, any employee at an  
23 event, who in the sole opinion of the Management becomes intoxicated,  
24 must refrain from further consumption of alcohol and, upon request by  
25 Management, leave the function. Failure to comply with the request  
26 constitutes a violation of the program and will subject the employee to  
27 disciplinary action.  
28
- 29 B. Off-duty use of alcohol may adversely affect an employee’s job  
30 performance or adversely affect or threaten to adversely affect other  
31 interests of the City, including but not limited to the employee’s  
32 relationship to his/her job, fellow workers’ reputations, or goodwill in the  
33

1 community. Disciplinary action up to and including dismissal may be  
2 imposed on this basis.

3  
4 C. Except as provided herein, the personal possession (i.e., on the person,  
5 or in a desk, or locker) of alcohol on City property or during working hours  
6 will result in disciplinary action, up to and including dismissal.

7  
8 D. It is against the City's program and a violation of City policy to report to  
9 work or to work under the influence of alcohol.

10  
11 E. For purposes of implementing the City of Gainesville/IAFF Drug-Free  
12 Workplace program, an employee is presumed to be under the influence  
13 of alcohol if a breath test shows alcohol usage of 0.04% or greater.

14  
15 F. An employee who Management has reason to suspect is under the  
16 influence of alcohol will be removed immediately from the workplace and  
17 will be tested and evaluated by authorized personnel selected by  
18 Management, if reasonably available. The City will take further action  
19 (i.e., further testing, referral to counseling, and/or disciplinary action)  
20 based on medical information, work history, and other relevant factors.  
21 The determination of appropriate action in each case rests solely with the  
22 City.

23  
24 G. Failure to pass an alcohol test will result in further testing or disciplinary  
25 action, up to and including dismissal.

26  
27 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject  
28 the employee to dismissal.

29  
30 I. Employees arrested for an alcohol-related incident, as indicated on the  
31 arrest report, shall notify, as soon as feasible, but in any event no later  
32 than 24 hours after the arrest, the City management representative having  
33 direct administrative responsibility for the arrested employee of the arrest  
34 if the incident occurs:

- 35  
36 1. During working hours, or  
37  
38 2. While operating a City vehicle, or  
39  
40 3. While operating a personal vehicle on City business.

41  
42 Failure to comply with this subsection will result in disciplinary action up to  
43 and including dismissal.

44  
45 J. Violations of alcohol use prohibitions can subject an employee to  
46 disciplinary action up to and including dismissal. Dismissal for a first

1 offense will be considered an appropriate penalty absent mitigating  
2 circumstances.  
3

#### 4 **VI. DRUG USE PROHIBITIONS**

- 5
- 6 A. The use, sale, purchase, possession, manufacture, distribution, or  
7 dispensation of nonprescription drugs or their metabolites on City property  
8 or while at work (while on duty, during working hours, etc.) is a violation of  
9 the City's Program and is just cause for immediate dismissal.  
10
- 11 B. Reporting to work, or working, under the influence of nonprescription  
12 drugs is a violation of the City's Program and is just cause for immediate  
13 dismissal unless the violation is identified solely by the failure of a random  
14 drug test as set forth in VI. C. below.  
15
- 16 C. An employee who fails a random urine drug test, will be allowed a one-  
17 time opportunity to participate in an Alcohol/Drug Rehabilitation Program  
18 or the City of Gainesville Employee Assistance Program (EAP) or other  
19 approved program as determined by the City, in lieu of being immediately  
20 dismissed based upon such failure. However, allowing the Employee to  
21 participate in such program in lieu of being dismissed is conditioned upon  
22 the Employee's meeting the requirements set forth in paragraph X. D. of  
23 this program. Furthermore, such an opportunity will not be available to an  
24 employee who has previously participated in an Alcohol/Drug  
25 Rehabilitation Program, the City's SAP/EAP, or other approved, similar  
26 program, as an alternative to dismissal. Employees allowed the  
27 rehabilitation opportunity described herein may still receive disciplinary  
28 action short of dismissal in addition to required participation in the  
29 rehabilitation program. Participation in a treatment program, be it entirely  
30 voluntary or pursuant to this section, will not excuse additional violations  
31 of this policy, work rule violations, improper conduct, or poor performance  
32 and an employee may be disciplined or dismissed for such offenses or  
33 failure to perform.  
34
- 35 D. For purposes of this program, an employee is presumed to be under the  
36 influence of drugs if a urine test or other authorized testing procedure  
37 shows drug usage as set forth in the rules for the Agency for Health Care  
38 Administration (Fla. Admin. Code R 59A-24)  
39
- 40 E. Legal medication (over-the-counter) or prescription drugs may also affect  
41 the safety of the employee, fellow employees or members of the public.  
42 Therefore, any employee who is taking any over-the-counter medication  
43 or prescription drug which might impair safety, performance, or any motor  
44 functions shall advise his/her direct management representative of the  
45 possible impairment before reporting to work under the influence of such

1 medication or drug. A failure to do so may result in disciplinary action. If  
2 Management determines that the impairment does not pose a safety risk,  
3 the employee will be permitted to work. Otherwise, management may  
4 temporarily reassign the employee or place the employee in an  
5 appropriate leave status during the period of impairment. Improper use of  
6 "prescription drugs" is prohibited and may result in disciplinary action.  
7 Improper use of prescription drugs includes, but is not limited to use of  
8 multiple prescriptions of identical or interchangeable drugs, and/or  
9 consumption of excessive quantities of an individual or therapeutically  
10 interchangeable drugs, and/or inappropriately prolonged duration of  
11 consumption of drugs, and/or consumption of prohibited drugs for other  
12 than valid medical purposes. For the purpose of this Program,  
13 consumption of any drug by the employee of more than the  
14 manufacturer's maximum recommended daily dosage, or for a longer  
15 period of time than recommended, or of any prohibited drug prescribed for  
16 or intended for another individual, or for other than a valid medical  
17 purpose shall be construed to constitute improper use. Excessive or  
18 inappropriate prescribing by the prescriber or prescribers shall NOT  
19 constitute a defense for the employee. Prescription medication shall be  
20 kept in its original container if such medication is taken during working  
21 hours or on City property.

- 22
- 23 F. Refusal to submit to or efforts to tamper with a drug test will subject the
- 24 employee to dismissal.
- 25
- 26 G. Except as provided herein, failure to pass a drug test will result in
- 27 disciplinary action, up to and including dismissal.
- 28
- 29 H. Violations of drug prohibitions can subject an employee to disciplinary
- 30 action up to and including dismissal. Dismissal for a first offense will be
- 31 considered an appropriate penalty absent mitigating circumstances.
- 32

## 33 VII. TESTING

### 34 A. Testing of Applicants

- 35
- 36 1. Prior to employment, applicants, whether for temporary or
- 37 permanent positions, will be tested for the presence of drugs.
- 38
- 39 2. Any job applicant who refuses to submit to drug testing, fails to
- 40 appear for testing, tampers with the test, or fails to pass the pre-
- 41 employment confirmatory drug test will not be hired, and unless
- 42 otherwise required by law, will be ineligible for hire for a period of at
- 43 least two years.
- 44

1 **B. Reasonable Suspicion Testing**

- 2  
3 1. "Reasonable suspicion testing" means drug testing based on a  
4 belief that an employee is using, or has used drugs in violation of  
5 the City's program, on the basis of specific, contemporaneous,  
6 physical, behavioral or performance indicators of probable drug  
7 use.

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

- 30  
31 2. Each supervisor shall be responsible to determine if reasonable  
32 suspicion exists to warrant drug testing and required to document  
33 in writing the specific facts, symptoms, or observations which form  
34 the basis for such reasonable suspicion. The documentation shall  
35 be forwarded to the Fire Chief or designee to authorize the drug  
36 test of an employee.

37  
38 The Fire Chief or designee shall require an employee to undergo  
39 drug testing if there is reasonable suspicion that the employee is in  
40 violation of the City of Gainesville/IAFF Drug-Free Workplace  
41 Program. Circumstances which constitute a basis for determining  
42 "reasonable suspicion" may include but are not limited to:

- 43  
44 a. A Pattern of Abnormal or Erratic Behavior - This includes but  
45 is not limited to a single, unexplainable incident of serious  
46 abnormal behavior or a pattern of behavior which is radically

1 different from what is normally displayed by the employee or  
2 grossly differing from acceptable behavior in the workplace.

- 3  
4 b. Information Provided by a Reliable and Credible Source -  
5 The first line supervisor or another supervisor/manager  
6 receives information from a reliable and credible source as  
7 determined by the Fire Chief that an employee is violating  
8 the City of Gainesville/IAFF Drug-Free Workplace Program.  
9  
10 c. Direct Observation of Drug Use - The first line or another  
11 supervisor/manager directly observes an employee using  
12 drugs while the employee is on duty. Under these  
13 circumstances, a request for drug testing is MANDATORY.  
14  
15 d. Presence of the Physical Symptoms of Drug Use - The  
16 supervisor observes physical symptoms that could include  
17 but are not limited to glassy or bloodshot eyes, slurred  
18 speech, poor motor coordination, or slow or poor reflex  
19 responses different from what is usually displayed by the  
20 employee or what is generally associated with common  
21 ailments such as colds, sinus, hay fever, diabetes, etc.  
22

23 The following will be deemed reasonable suspicion and may  
24 provide a sufficient basis for requesting a drug test at the direction  
25 of the Fire Chief or designee:  
26

- 27 e. Violent or Threatening Behavior - First Incident: If an  
28 employee engages in unprovoked, unexplained, aggressive,  
29 violent and/or threatening behavior against a fellow  
30 employee or a citizen, the Department may request that the  
31 employee submit to drug testing.  
32  
33 f. Violent or Threatening Behavior - Subsequent Incident:  
34 Whether or not an employee has previously received formal  
35 counseling or disciplinary action for unprovoked,  
36 unexplained, aggressive, violent and or threatening behavior  
37 against a fellow employee or a citizen, upon a second or  
38 subsequent episode of similar behavior/conduct (within  
39 twelve months), the Department shall request that the  
40 employee undergo drug testing.  
41  
42 g. Absenteeism and/or Tardiness: If an employee has  
43 previously received a suspension action for absenteeism  
44 and/or tardiness, a continued poor record (within twelve  
45 months) that warrants a second or subsequent suspension  
46 action may result in a request for a drug test.



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- h. Odor: Odor of cannabis or alcohol upon the person.
  
- i. Performance Related Accidents: Each employee whose performance either contributed to the accident or whose performance cannot be discounted as a contributing factor to the accident shall be drug tested for drugs. If there is the odor or evidence of alcohol, the employee shall also be tested for alcohol. The management representative having administrative responsibility for the employee involved in the accident shall ensure that a drug test is performed as soon as possible after the accident but no later than 32 hours after the accident. Post-accident testing may involve breath and urine. If testing is not initiated within 32 hours after the accident, testing will not be done and the management representative will document the reason for the delay.

Should evidence of alcohol be present, i.e., an odor of alcohol, open containers, or a statement from witness confirming alcohol consumption, the management representative must ensure testing is completed as soon as emergency medical care has been provided. If alcohol testing is not initiated within 8 hours after the accident, alcohol testing will not be done and the management representative must document the reason for the delay.

The following are examples of conditions that require accident related testing:

- (1) City employee operating a vehicle while on city business (either a city-owned or personal vehicle) and involved in an accident that results in a citation for a moving violation.
  
- (2) Any accident involving property damage (city or private) estimated to be greater than \$2,500, if the employee cannot be absolved of all blame.
  
- (3) Any accident involving death.
  
- (4) Any accident involving injury requiring treatment at an off-site (away from the scene of the accident) medical facility other than Employee Health Services, if the employee cannot be absolved of all blame. If the injury is of such character as would have been treated at Employee Health Services, but for the unavailability of Employee Health Services, Management may waive

1 this requirement. "Unavailability" means occurring at a  
2 time other than the hours of operation of Employee  
3 Health Services or at such distance from Employee  
4 Health Services as to render their use impractical.  
5

6 **C. Random Testing**  
7

- 8 1. Random drug testing will be performed utilizing urine.
- 9
- 10 2. All employees in the classification of Fire Driver-Operator will be  
11 required to submit to drug testing on a random basis.  
12
- 13 3. For purposes of selection for testing, employees shall be identified  
14 only by Social Security Numbers and the selection of employees  
15 will be conducted through the use of a random number generator  
16 or other neutral selection process.  
17
- 18 4. Upon notification by management representatives that a drug test  
19 is required, the employee will immediately report to the test site as  
20 designated by management, but in no event, later than 24 hours  
21 after notification, and provide a specimen of his/her urine. If  
22 chemical breath testing, for alcohol testing is used, the test may be  
23 conducted immediately at the work site or later at the collection  
24 site.  
25
- 26 5. Random testing shall be at an annual rate of between twenty-five  
27 percent (25%) and fifty percent (50%) of the average number of  
28 positions for which testing is required. During the first 12 months of  
29 this program, random drug testing: (1) will be spread reasonably  
30 throughout the year; and (2) the total number of tests will be equal  
31 to at least 25 percent (25%) of the employees subject to testing.  
32

33 **D. Return to Duty Testing**  
34

35 An Employee who does not pass a breath or urine drug test may not  
36 return to work until meeting at least the following requirements:  
37

- 38 1. The employee must pass a drug test administered under this  
39 program.  
40
- 41 2. The Substance Abuse Professional (SAP) must approve the  
42 employee for return to work.  
43
- 44 3. The employee must agree to participate in and successfully  
45 complete any alcohol or drug evaluation, counseling or

1 rehabilitation program required by the City/Substance Abuse  
2 Professional.

- 3  
4 4. The employee must agree to submit to periodic, unannounced drug  
5 tests for a period of up to 60 months, as designated by the SAP.  
6

7 **E. Position Change Testing**

8  
9 Employees moving to the classification of Fire Driver-Operator, as a result  
10 of a formal personnel action, shall be required to successfully pass a urine  
11 drug test within 48 hours of receiving notification that they have been  
12 selected to fill the Fire Driver-Operator position.  
13

14 **F. Follow-up Testing**

15  
16 If an employee, in the course of employment, enters an employee  
17 assistance program for drug related problems or a drug rehabilitation  
18 program, the employee must submit to a drug test as a follow-up to such  
19 program unless such requirement is waived by the City in those cases  
20 where the employee voluntarily entered the program. Entrance to a  
21 program as a condition of continued employment or when the employee is  
22 otherwise faced with the prospect of immediate disciplinary action based  
23 upon problems associated with substance abuse shall not be considered  
24 voluntary. If follow-up testing is required, it shall be conducted at least  
25 once a year for a two-year period after completion of the program.  
26 Advance notice of such follow-up testing must not be given to the  
27 employee to be tested. Testing undertaken after referral to the SAP as a  
28 result of a first violation of the City's Drug Free Workplace Program,  
29 Article X, shall satisfy the requirements for follow-up testing.  
30

31 **G. Routine Fitness for Duty**

32  
33 An employee shall submit to a drug test if the test is conducted as part of  
34 a routinely scheduled employee fitness-for-duty medical examination that  
35 is required for all members of an employment classification or group.  
36

37 **H. Refusal to Test**

38  
39 Employees who refuse to submit to a breath or urine test administered in  
40 accordance with this program forfeit their eligibility for all workers'  
41 compensation medical and indemnity benefits and will be subject to  
42 dismissal. Employees who refuse to submit to a chemical breath test or  
43 other mechanism determined by management to be reliable will be  
44 subject to dismissal.  
45

1 **VIII. TESTING PROCEDURE**

2 **A. Tested Substances**

3  
4 The City may test for any or all of the following drugs:

- 5 Alcohol
- 6 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- 7 Cannabinoids (i.e., marijuana, hashish)
- 8 Cocaine
- 9 Phencyclidine (PCP)
- 10 Methaqualone (Quaalude, Parest, Sopor)
- 11 Opiates
- 12 Barbiturates (Phenobarbital, Tuinal, Amytal)
- 13 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam,
- 14 Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron,
- 15 Xanax)
- 16 Methadone (Dolophine, Methadose)
- 17 Propoxyphene (Darvocet, Darvon N, Dolene)

18  
19  
20 **B. Designated Laboratory**

21  
22 Because of the potential adverse consequences of positive test results on  
23 employees, the City will employ a very accurate testing program.  
24 Specimen samples will be analyzed by a highly qualified, independent  
25 laboratory which has been selected by the City and certified by the  
26 appropriate regulatory agency. The name and address of the certified  
27 laboratory currently used by the City is on file with Employee Health  
28 Services.  
29

30 **C. Notification of Prescription Drug Use**

31  
32 Applicants and employees will be given an opportunity prior to and after  
33 testing to, on a confidential basis, provide any information they consider  
34 relevant to the test including listing all drugs they have taken within the  
35 immediately preceding 30-day period, including prescribed drugs and to  
36 explain the circumstances of the use of those drugs in writing or other  
37 relevant medical information. This information will be furnished to the  
38 Medical Review Officer (MRO) in the event of a positive confirmed result.  
39

40 **D. Testing of Injured Employees**

41  
42 An employee injured at work and required to be tested will be taken to a  
43 medical facility for immediate treatment of injury. If the injured employee  
44 is not at a designated collection site, the employee will be transported to  
45 one as soon as it is medically feasible and specimens will be obtained. If  
46 it is not medically feasible to move the injured employee, specimens will

1 be obtained at the treating facility under the procedures set forth in this  
2 program and transported to an approved testing laboratory. No specimen  
3 will be taken prior to the administration of emergency medical care. An  
4 injured employee must authorize release to the City the result of any tests  
5 conducted for the purpose of showing the presence of alcohol or drugs.  
6

7 **E. Body Specimens**

8  
9 Urine will be used for the initial test for all drugs except alcohol and for the  
10 confirmation of all drugs except alcohol. Breath will be used for the initial  
11 and confirmation tests for alcohol. Sufficient volume of specimens shall  
12 be obtained so as to provide for the necessary number of samples as may  
13 be required, depending upon the number of required procedures. Chemical  
14 breath testing methods will be utilized in connection with  
15 justifying further alcohol tests in instances involving reasonable suspicion  
16 testing under this program. In the case of injured employees, the  
17 physician will have the discretion to determine to not require a breath  
18 sample if such would threaten the health of the injured employee or if the  
19 employee has a medical condition unrelated to the accident which may  
20 preclude the employee from providing sufficient breath for a testing  
21 specimen. Under these circumstances, no inference or presumption of  
22 intoxication or impairment will be made for the purposes of § 440.101-  
23 .102, but discipline for violation of the Program may be taken based upon  
24 observable conduct or conditions and/or the result of other tests, if any.  
25

26 **F. Cost of Testing**

27  
28 The City will pay the cost of initial and confirmation drug tests, which it  
29 requires of employees and job applicants. An employee or job applicant  
30 will pay the cost of any additional drug tests not required by the City. In  
31 the event that the City requires the employee's presence at the collection  
32 site outside normal working hours as part of the testing process and the  
33 employee passes the drug/alcohol test, such required time outside after  
34 normal working hours shall be considered actual time worked for the  
35 purpose of Section 41.4 of the IAFF Labor Agreement, if applicable.  
36

37 **G. Collection Site, Work Site**

- 38  
39 1. The City will utilize a collection site designated by an approved  
40 laboratory which has all necessary personnel, materials,  
41 equipment, facilities, and supervision to provide for the collections,  
42 security, chain of custody procedures, temporary storage and  
43 shipping or transportation of urine specimens to an approved drug  
44 testing laboratory. The City may also utilize a medical facility as a  
45 collection site that meets the applicable requirements.  
46

- 1           2.    The City may require that an employee take a chemical breath test  
2           at the Work Site or other City facility.
- 3
- 4           3.    Security of the collection site, chain of custody procedures, privacy  
5           of the individual, collection control, integrity and identity of the  
6           specimen and transportation of the specimen to the laboratory as  
7           applicable will meet state or federal rules and guidelines. Florida  
8           Agency for Health Care Administration's CHAIN OF CUSTODY  
9           form as amended from time to time will be used for each employee  
10          or job applicant whose blood or urine is tested.

11  
12 **H.    Collection Site, Work Site, Personnel**

13  
14           A specimen for a drug test will be taken or collected by:

- 15
- 16          1.    A physician, a physician's assistant, a registered professional  
17               nurse, a licensed practical nurse, a nurse practitioner, or a certified  
18               paramedic who is present at the scene of the accident for the  
19               purpose of rendering emergency service or treatment or a qualified  
20               breath alcohol technician as defined in CFR Part 40; or
- 21
- 22          2.    A qualified person employed by a licensed laboratory who has the  
23               necessary training and skills for the assigned tasks as described in  
24               §440.102 (9) Fla. Stat.

25  
26           In the case of a chemical breath test, utilizing evidential breath test  
27           devices, a technician licensed pursuant to Fla. admin Code R 59A-24, and  
28           or qualified alcohol technician as defined in 49 CFR Part 40.

29  
30 **I.    Testing Laboratory**

- 31
- 32          1.    The laboratory used to analyze initial or confirmation breath or  
33               urine specimens will be licensed or certified by the appropriate  
34               regulatory agencies to perform such tests. The Agency for Health  
35               Care Administration has published Drug-Free Workplace  
36               Standards (Florida Administrative Code, R59A-24) which shall be  
37               followed by laboratories and employers for testing procedures  
38               required under § 440.101-.102, Fla. Stat.
- 39
- 40          2.    All laboratory security, chain of custody, transporting and receiving  
41               of specimens, specimen processing, retesting, storage of  
42               specimens, instrument calibration and reporting of results will be in  
43               accordance with applicable state or federal laws and rules  
44               established by HCA or the U.S. Department of Transportation; to  
45               the extent the above information is readily reproducible by the lab  
46               and not confidential, such will be forwarded to the appropriate

1 certified bargaining unit representative upon his/her request and  
2 payment for reproduction cost.

- 3  
4 3. The laboratory or Medical Review Officer will provide assistance to  
5 the employee or job applicant for the purpose of interpreting any  
6 positive confirmed test results.  
7

8 **J. Initial Tests Used for Implementing § 440.101-.102, Fla. Stat.**

9 Initial tests will use an immunoassay except that the test for alcohol will be  
10 chemical breath testing as described in 49 CFR, Part 40<sup>1</sup>. The following  
11 cutoff levels will be used when screening specimens to determine whether  
12 they are positive or negative for these drugs or metabolites. All levels  
13 equal to or exceeding the following will be reported as positive:  
14

15	Alcohol concentration	0.04 %
16	Amphetamines	1000ng/ml
17	Cannabinoids	50ng/ml
18	Cocaine	300ng/ml
19	Phencyclidine	25ng/ml
20	Methaqualone	300ng/ml
21	Opiates	300ng/ml
22	Barbiturates	300ng/ml
23	Benzodiazepines	300ng/ml
24	Synthetic Narcotics:	
25	Methadone	300ng/ml
26	Propoxyphene	300ng/ml
27		

28 **K. Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.**

29  
30 All breath and urine specimens identified as positive on the initial test will  
31 be confirmed using gas chromatography/mass spectrometry (GC/MS) or  
32 an equivalent or more accurate scientifically accepted method approved  
33 by the HCA, except that alcohol will be confirmed using gas  
34 chromatography. All confirmation will be done by quantitative analysis.  
35 Concentrations, which exceed the linear region of the standard curve, will  
36 be documented in the laboratory and recorded as "greater than highest  
37 standard curve value". The following confirmation cutoff levels<sup>2</sup> will be  
38 used when analyzing specimens to determine whether they are positive or  
39 negative for these drug metabolites. All levels equal to or exceeding the  
40 following will be reported as positive:  
41

42	Alcohol concentration	0.04 %
43	Amphetamines	500ng/ml

<sup>1</sup> These results are reported only to the appropriate manager who then determines if further testing under this program is warranted.

<sup>2</sup> Cutoff levels used are the same as those found in Florida Administrative Code R 59A-24.

1	Cannabinoids	15ng/ml
2	Cocaine	150ng/ml
3	Phencyclidine	25ng/ml
4	Methaqualone	150ng/ml
5	Opiates	300ng/ml
6	Barbiturates	150ng/ml
7	Benzodiazepines	150ng/ml
8	Synthetic Narcotics:	
9	Methadone	150ng/ml
10	Propoxyphene	150ng/ml
11		

12 **IX. TEST RESULTS (Blood and Urine)**

13 **A. Reporting Results.**

- 14
- 15 1. The laboratory shall disclose to the Medical Review Officer (MRO)
- 16 a written positive confirmed test result report within seven (7)
- 17 working days after receipt of the sample. The laboratory should
- 18 report all test results (both positive and negative) to the MRO within
- 19 seven (7) working days after receipt of the specimen at the
- 20 laboratory. The name and address of the current MRO is on file
- 21 with Employee Health Services. The MRO is employed by the City
- 22 and is not an employee of the drug-testing laboratory.
- 23
- 24 2. The laboratory will report as negative all specimens which are
- 25 negative on the initial test or negative on the confirmation test.
- 26 Only specimens confirmed positive on the confirmation test will be
- 27 reported positive for a specific drug.
- 28
- 29 3. The laboratory will transmit results in a timely manner designed to
- 30 ensure confidentiality of the information. The laboratory and MRO
- 31 will ensure the security of the data transmission and restrict access
- 32 to any data transmission, storage and retrieval system.
- 33
- 34 4. As provided in Fla. Admin. Code R 59-24, the MRO will verify that
- 35 positive and negative test results were properly analyzed and
- 36 handled according to HCA rules. The MRO may require a re-test.
- 37 The MRO will have knowledge of substance abuse disorders and
- 38 shall also be knowledgeable in the medical use of prescription
- 39 drugs and in the pharmacology and toxicology of illicit drugs. The
- 40 MRO shall evaluate the drug test result(s) reported by the lab,
- 41 verifying by checking the chain of custody form that the specimen
- 42 was collected, transported and analyzed under proper procedures
- 43 and, determine if any alternative medical explanations caused a
- 44 positive test result. This determination by the MRO may include
- 45 conducting a medical interview with the tested individual, review of



1 the individual(s) medical history or the review of any other relevant  
2 bio-medical factors. The MRO shall also review all medical records  
3 made available by the tested individual. The MRO may request the  
4 laboratory to provide quantification of test results.  
5

- 6 5. Within seven (7) days of receipt of the test results, the MRO will (1)  
7 notify the Employee Health Services of negative results, or (2)  
8 contact the employee or job applicant regarding a confirmed  
9 positive test result and make such inquire as to enable the MRO to  
10 determine whether prescription or over-the-counter medication  
11 could have caused the positive test results. In this later case, the  
12 MRO will follow the procedure set forth in either the HCA or D.O.T.  
13 rules for providing the employee or job applicant the opportunity to  
14 present relevant information regarding the test results. After  
15 following the appropriate procedures, the MRO will notify the City in  
16 writing of any verified test results. If the MRO after making and  
17 documenting all reasonable efforts is unable to contact the  
18 employee or job applicant to discuss positive test results, the MRO  
19 will contact a designated management official to arrange for the  
20 employee or applicant to contact the MRO. The MRO may verify a  
21 positive test without having communicated to the employee or  
22 applicant about the results of the test, if (1) the employee or  
23 applicant declines the opportunity, or (2) within two days after  
24 contacting the designated management official the employee or  
25 applicant has not contacted the MRO. Further, employees or  
26 applicants must cooperate fully with the MRO. Failure to meet with  
27 the MRO upon his or her request or failure to promptly provide  
28 requested information will result in an applicant not being hired and  
29 an employee immediately being placed upon suspension without  
30 pay and may result in discharge.  
31
- 32 6. Within five (5) calendar days after the City receives a confirmed  
33 positive test result from the MRO, the City will notify the employee  
34 or job applicant in writing of such test results, the consequences of  
35 such results, and the options available to the employee or job  
36 applicant, including the right to file an administrative or legal  
37 challenge. Notification shall be mailed certified or hand delivered.  
38 Hand delivery is the preferred method of providing notice to  
39 employees. Mailed notification shall be deemed received by the  
40 employee or applicant when signed for, or seven (7) calendar days  
41 after mailing, whichever occurs first.  
42
- 43 7. The Employee Health Services will, upon request, provide to the  
44 employee or job applicant a copy of the test results (positive or  
45 negative).  
46

- 1 8. Unless otherwise instructed by the City in writing, all written records  
2 pertaining to a given specimen will be retained by the drug testing  
3 laboratory for a minimum of two (2) years. The drug testing  
4 laboratory shall retain (in properly secured refrigerated or frozen  
5 storage) for a minimum period of 210 days, all confirmed positive  
6 specimens. Within this 210-day period the City, employee, job  
7 applicant, MRO or HCA may request in writing that the laboratory  
8 retain the specimen for an additional period of time. If no such  
9 request, or notice of challenge is received (see paragraph IX(B)(3)  
10 below), the laboratory may discard the specimen after 210 days of  
11 storage.  
12

13 **B. Challenges to Test Results**  
14

- 15 1. Within five (5) working days (Monday thru Friday, 0800 – 1700,  
16 except observed/designated holidays) after receiving notice of a  
17 positive, confirmed and verified test result from the City, the  
18 employee or job applicant may submit information to the City  
19 explaining or contesting the test results and why the results do not  
20 constitute a violation of this program. The employee or job  
21 applicant will be notified in writing if the explanation or challenge is  
22 unsatisfactory to the City. This written explanation will be given to  
23 the employee or job applicant within fifteen (15) days of receipt of  
24 the explanation or challenge, and will include why the employee's  
25 or job applicant's explanation is unsatisfactory, along with the  
26 report of positive results. All such documentation will be kept  
27 confidential and will be retained for at least one (1) year.  
28  
29 2. Employees may challenge employment decisions made pursuant  
30 to this program as may be authorized by the City personnel policy  
31 or IAFF collective bargaining agreement.  
32  
33 3. When an employee or job applicant undertakes an administrative  
34 or legal challenge to the test results, it shall be the employee's or  
35 job applicant's responsibility to notify the City through its Human  
36 Resources Director and the laboratory, in writing, or such challenge  
37 and such notice shall include reference to the chain of custody  
38 specimen identification number. After such notification, the sample  
39 shall be retained by the laboratory until final disposition of the case  
40 or administrative appeal.  
41  
42 4. There shall be written procedures for the action to be taken when  
43 systems are out of acceptable limits or errors are detected in  
44 accordance with 49 CFR, Part 40.  
45

1 **C. Employee/Applicant Protection**

- 2
- 3
- 4 1. During the 180-day period after the employee's or applicant's
- 5 receipt of the City's written notification of a positive test result, the
- 6 employee or applicant may request that the City have a portion of
- 7 the specimen retested, at the employee's or applicant's expense.
- 8 The retesting must be done at another HCA-licensed laboratory.
- 9 The second laboratory must test at equal or greater sensitivity for
- 10 the drug in question as the first laboratory. The first laboratory
- 11 which performed the test for the City will be responsible for the
- 12 transfer of the portion of the specimen to be retested, and for the
- 13 integrity of the chain of custody for such transfer.
- 14
- 15 2. The drug testing laboratory will not disclose any information
- 16 concerning the health or mental condition of the tested employee or
- 17 job applicant.
- 18
- 19 3. The City will not request or receive from the testing facility any
- 20 information concerning the personal health, habit or condition of
- 21 the employee or job applicant including, but not limited to, the
- 22 presence or absence of HIV antibodies in a worker's body fluids.
- 23
- 24 4. The City will not dismiss, discipline, refuse to hire, discriminate
- 25 against, or request or require rehabilitation of an employee or job
- 26 applicant on the sole basis of a positive test result that has not
- 27 been verified by a confirmation test.
- 28
- 29 5. The City will not dismiss, discipline or discriminate against an
- 30 employee solely upon the employee's voluntarily seeking
- 31 treatment, while in the employ of the City, for a drug-related
- 32 problem, if the employee has not previously tested positive for drug
- 33 use, entered an employee assistance program for drug-related
- 34 problems, or entered an alcohol or drug rehabilitation program.
- 35 This shall not prevent follow-up testing as required by this program.

36 **X. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 37
- 38 A. The City regards its employees as its most important asset. Accordingly,
- 39 the City maintains an EAP which provides help to employees who suffer
- 40 from alcohol or drug abuse and other personal or emotional problems.
- 41 Employees with such problems should seek confidential assistance from
- 42 the EAP or other community resources before drug or alcohol problems
- 43 lead to disciplinary action. Employees may contact Employee Health
- 44 Services for the name of the City's EAP.
- 45

- 1 B. Information about a self-referred employee's contact with the EAP is  
2 confidential and will not be disseminated without the employee's  
3 permission. Further, an employee is not subject to discipline solely as a  
4 result of a self referral for treatment.  
5  
6 C. However, use of the EAP or other community resources will not shield the  
7 employee from appropriate disciplinary action for violations of the  
8 City/IAFF Drug-Free Workplace Program if such violations come to the  
9 City's attention through other means, including, but not limited to, reports  
10 from employees or outsiders, direct observation, or drug testing.  
11  
12 D. Employees referred to the EAP as a result of a first violation of the  
13 City/IAFF Drug-Free Workplace Program may, at the City's discretion, be  
14 allowed to continue their employment with the City provided:  
15  
16 1. They contact the EAP and strictly adhere to all the terms of  
17 treatment and counseling;  
18  
19 2. Immediately cease any and all abuse/use of alcohol/drugs; and  
20  
21 3. Consent in writing to periodic unannounced testing for a period of  
22 up to 60 months after returning to work or completion of any  
23 rehabilitation program, whichever is later.  
24  
25 4. Pass all drug test(s) administered under this program.  
26  
27 5. The employee executes and abides by an agreement describing  
28 the required conditions.  
29  
30 E. Participation in any evaluation, treatment, or counseling program will be at  
31 the employee's expense unless participation in the particular program is  
32 required by the City, or unless the employee is entitled to such benefits  
33 under the terms of the City's group health plan or by other available  
34 benefits.  
35

## 36 XI. INVESTIGATION

- 37  
38 A. To ensure that illegal drugs and alcohol do not enter or affect the  
39 workplace, the City reserves the right to undertake reasonable searches  
40 of all vehicles, containers, lockers, or other items on City property in  
41 furtherance of this program. Individuals may be requested to display  
42 personal property for visual inspection.  
43  
44 B. Searches for the purpose described herein will be conducted only where  
45 the City has reasonable suspicion that the employee has violated the

1 City/IAFF Drug-Free Workplace Program, and that evidence of such  
2 misconduct may be found during the search.

- 3  
4 C. Preventing a premises/vehicle search or refusing to display personal  
5 property for visual inspection will be grounds for dismissal and/or denial of  
6 access to City premises.  
7  
8 D. Searches of an employee's personal property will take place only in the  
9 employee's presence. All searches under this program will occur with the  
10 utmost discretion and consideration for the employee involved.  
11  
12 E. Individuals may be required to empty their pockets, but under no  
13 circumstances will an employee be required to remove articles of clothing  
14 or be physically searched except by law enforcement personnel having  
15 lawful authority to do so.  
16  
17 F. Because the City's primary concern is for the safety of its employees, the  
18 public and their working environment, the City will not normally seek  
19 prosecution in matters involving mere possession of illegal substances  
20 discovered solely as a result of search under this section. However, the  
21 City will turn over all confiscated drugs and drug paraphernalia to the  
22 proper law enforcement authorities. Further, the City reserves the right to  
23 cooperate with or enlist the services of proper law enforcement authorities  
24 in the course of any investigation.  
25

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

- 27  
28 A. As a condition of employment, each employee obligates himself or herself  
29 to notify his or her appropriate management representative of the arrest  
30 for any alleged violation of or conviction under any criminal drug statute,  
31 including but not limited to, offenses described in Section 316.193,  
32 Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more  
33 immediate notice required under Article (V)(I) of this program, the  
34 employee shall give the required notice within 48 hours of such event.  
35 Failure to notify will result in dismissal.  
36  
37 B. Arrests:  
38  
39 If an employee is arrested on a charge of commission of a drug-related  
40 crime, the City will perform a preliminary investigation of all of the facts  
41 and circumstances surrounding the alleged offense, and City officials may  
42 utilize the drug-testing procedures in accordance with this program. In  
43 most cases, the arrest for a drug-related crime, except off-duty alcohol  
44 use, will constitute reasonable suspicion of drug use under this program.  
45 However, information on drug test results shall not be released or used in

1 any criminal proceeding against the employee. Information released  
2 contrary to this section shall be inadmissible as evidence in any such  
3 criminal proceeding. In conducting its own investigation the City shall use  
4 the following procedures:

5  
6 During the preliminary investigation, an employee may be placed on leave  
7 with pay, if applicable, or removed from safety sensitive or "special risk"  
8 assignments/positions. After the preliminary investigation is completed,  
9 but in no event later than 15 days after the employee's department head  
10 learns of the arrest, normal personnel procedures shall be implemented.  
11

### 12 **XIII. CONFIDENTIALITY**

- 13  
14 1. All information, interviews, reports, statements, memoranda and drug test  
15 results, written or otherwise, received by the City as a part of this drug testing  
16 program are confidential communications. Unless required by state or federal  
17 laws, rules or regulations, the City will not release such information without a  
18 written consent form signed voluntarily by the person tested, except when  
19 consulting with legal counsel in connection with action brought under or related  
20 to § 440.101-.102, or when the information is relevant to the City's defense in a  
21 civil or administrative matter.

22  
23 The provisions of §119.07 to the contrary notwithstanding:

- 24  
25 A. All information, interviews, reports, statements, memoranda, and drug test  
26 results, written or otherwise received or produced as a result of a drug  
27 testing program are confidential communications and may not be used or  
28 received in evidence, obtained in discovery, or disclosed in any public or  
29 private proceedings, except in accordance with this section or in  
30 determining compensability under Chapter 440 Florida Statutes.

- 31  
32 B. Employers, laboratories, employees assistance programs, drug and alcohol  
33 rehabilitation programs, and their agents who receive or have access to  
34 information concerning drug test results shall keep all information  
35 confidential. Release of such information under any other circumstances  
36 shall be solely pursuant to written consent form signed voluntarily by the  
37 person tested, unless such release is compelled by a hearing officer or a  
38 court of competent jurisdiction pursuant to an appeal taken under this  
39 section, or unless deemed appropriate by a professional or occupational  
40 licensing board in a related disciplinary proceeding. The consent form must  
41 contain, at a minimum:

- 42  
43 1. The name of the person who is authorized to obtain the information.  
44  
45 2. The purpose of the disclosure.

- 1 3. The precise information to be disclosed.
- 2
- 3 4. The duration of the consent.
- 4
- 5 5. The signature of the person authorizing release of the information.
- 6
- 7 C. Information on drug test results shall not be released or used in any criminal
- 8 proceedings against the employee or job applicant. Information released
- 9 contrary to this section shall be inadmissible as evidence in any such
- 10 criminal proceedings.
- 11
- 12 D. Nothing herein shall be construed to prohibit the employer, agent or the
- 13 employer, or laboratory conducting a drug test from having access to
- 14 employee drug test information when consulting with legal counsel in
- 15 connection with actions brought under or related to this section or when the
- 16 information is relevant to its defense in a civil or administrative matter.
- 17

#### 18 **XIV. RECORDS AND TRAINING**

##### 19 A. Resource File

20 The City will maintain a current resource file of providers of employee  
21 assistance including alcohol and drug abuse programs, mental health  
22 providers, and various other persons, entities or organizations designed to  
23 assist employees with personal or behavioral problems. The City will  
24 inform employees and new hires about various employee assistance  
25 programs that the employer may have available. The information shall be  
26 made available at a reasonable time convenient to the City in a manner  
27 that permits discreet review by the employee. The City will provide the  
28 names, addresses, and telephone numbers of employee assistance  
29 programs and local alcohol and drug rehabilitation programs to employees  
30 and applicants.

##### 31 B. Individual Test Results

- 32 1. The MRO shall be the sole custodian of individual positive test
- 33 results.
- 34
- 35 2. The MRO shall retain the reports of individual positive test results
- 36 for a period of two (2) years.
- 37
- 38 3. The City shall keep confidential and retain for at least one (1) year
- 39 an employee's challenge or explanation of a positive test result, the
- 40 City's response thereto, and the report of positive result.
- 41
- 42
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4. The City shall keep all negative test results for two (2) years.
- C. General Records of the City
1. Records which demonstrate that the collection process conforms to all appropriate state or federal regulations shall be kept for three (3) years.
  2. A record of the number of employees tested by type of test shall be kept for five (5) years.
  3. Records confirming that managers, supervisors and employees have been trained under this program shall be kept for three (3) years.
- D. Drug Training Program
1. The City shall establish and maintain a Drug Training Program. The Program shall, at a minimum, include the following:
    - a. A written statement on file and available for inspection at its Human Resources Department outlining the Program.
    - b. An educational and training component for all supervisory and managerial personnel which addresses drugs.
  2. The educational and training components described in D.1.b 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.
    - c. Documentation of training given to supervisory and management personnel.



1 All Code of Federal Regulations or State Statutes  
2 addressed in this document are available for review in the  
3 City of Gainesville's Human Resources Office.  
4  
5

6  
7