

AGREEMENT BETWEEN THE
CITY OF GAINESVILLE
AND
GATOR LODGE 67, INC. FRATERNAL ORDER OF
POLICE
BARGAINING UNIT
POLICE SERGEANT, POLICE CORPORAL AND
POLICE OFFICER

EFFECTIVE
OCTOBER 1, ~~2007~~2010 - SEPTEMBER 30,
~~2010~~2013

**FRATERNAL ORDER OF POLICE (FOP)
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PREAMBLE

THIS AGREEMENT, entered into as of the 20th day of June 2013, between the City of Gainesville, hereinafter referred to as the "Employer" or "City" and the Gator Lodge 67, Inc. Fraternal Order of Police hereinafter referred to as the "FOP". It is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to wages, hours, terms and conditions of employment for the employees covered by this Agreement. This Agreement has as its purpose the promotion and continuance of harmonious relationships between the City and the FOP.

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ARTICLE 1

FOP RECOGNITION

13 1.1 The City recognizes Gator Lodge 67, Inc. Fraternal Order of Police (FOP) as the
14 exclusive collective bargaining agent of all sworn personnel of the City of
15 Gainesville Police Department in the classifications of: Police Officer, Police
16 Corporal and Police Sergeant, as described in PERC Case Number AC-2005-
17 002 dated June 13, 2005. Excluded from this bargaining unit are budget staff,
18 polygraph operators, Sergeant/Personnel Officer, Internal Affairs investigators
19 and all other employees of the City of Gainesville.

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ARTICLE 2

DUES DEDUCTION

13 2.1 Within thirty (30) days from the effective date of this Agreement and upon receipt
14 of a stipulated, lawfully executed, written authorization (see Exhibit III) from an
15 employee covered by this Agreement, the City agrees to deduct on a bi-weekly
16 basis amounts as certified to the Employer by the Treasurer of the Fraternal
17 Order of Police, [Gator Lodge 67, Inc.](#), and to remit the aggregate deductions so
18 authorized together with an itemized statement to the Treasurer. Dues
19 deduction authorizations submitted after the above date will be remitted within
20 thirty (30) days from the date of the deduction on a bi-weekly basis. Changes in
21 FOP membership dues will be similarly certified to the City in writing and shall be
22 done at least thirty (30) days prior to the effective date of such change. This
23 dues authorization may be revoked by the employee upon thirty (30) days written
24 notice to the City and to the FOP.

25 2.2 No deduction shall be made from the pay of any employee for any payroll period
26 in which employee's net earnings for that payroll period, after other deductions,
27 are less than the amount of dues to be deducted.

28 2.3 The FOP agrees to indemnify, defend and hold the City harmless against any
29 and all claims, suits, orders or judgments brought or issued against the City as a

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1 result of any action taken or not taken by the City under the provisions of this
2 Article.

3 2.4 It is understood and agreed by the parties to this Agreement that a fifty dollar
4 (\$50.00) fee per payroll shall be deducted from the bi-weekly remittance to the
5 FOP~~that the City will withhold seven cents (\$.07) per person per month of dues~~
6 ~~remittance to the FOP~~ for the cost of administering dues deductions. Based on
7 the above withholding, the City will furnish the FOP with a list of employees who
8 are eligible for membership in the FOP. This list will be furnished upon written
9 request from the FOP Chair.

11 ARTICLE 3

12 PROHIBITION OF STRIKES

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

28 3.2 Any employee covered by this Agreement who participates in, is a party thereto,
29 or promotes any of the above actions as outlined in Section 3.1 or other similar

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1 forms of interference with the operations or functions of the City, shall be subject
2 to disciplinary action up to and including discharge. The only question that shall
3 be raised in any proceedings, judicial or otherwise, contesting such action, is
4 whether any provision as outlined in Section 3.1 was violated by the employee to
5 be disciplined or discharged. Employees shall not be entitled to any benefits or
6 wages whatsoever while they are engaged in strike activities, or other
7 interruptions of work. Any employee discharged in accordance with this Article
8 or applicable provisions of the State of Florida Employees Collective Bargaining
9 Statute shall, if appointed, reappointed, employed or re-employed by the City,
10 serve a six (6) month probationary period following the reappointment or
11 reemployment, and the compensation may in no event exceed that received
12 immediately prior to the time of the violation and the compensation may not be
13 increased for one (1) year.

14 3.3 In the event of a strike as defined in Section 3.1, the FOP, after determining such
15 individuals are FOP members, shall immediately, within 24 hours, verbally where
16 possible, and in writing, order such employees to return to work; copy of such
17 order to be provided to the City within twenty-four (24) hours. This Article is not
18 subject to the arbitration provisions of this Agreement but shall be enforced by
19 the ordinary processes of law.

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21 **ARTICLE 4**
22 **MANAGEMENT RIGHTS**

23 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its
24 constituent agencies, set standards of services to be offered to the public and
25 exercise control and discretion over its organization and operations.

26 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and
27 authority of the Employer further include, but are not limited to, the following: to
28 direct and manage employees of the City; to hire, promote, transfer, schedule,
29 assign and retain employees, to suspend, demote, discharge or take other

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1 disciplinary action against employees for just cause; to relieve employees from
2 duty because of lack of work, funds, or other legitimate reasons; to maintain the
3 efficiency of its operations including the right to contract and subcontract existing
4 and future work; to determine the duties to be included in job classifications and
5 the numbers, types and grades of positions or employees assigned to an
6 organizational unit, department or project; to assign overtime and to determine
7 the amount of overtime required; to control and regulate the use of all its
8 equipment and property; to establish and require employees to observe all its
9 rules and regulations, to conduct performance evaluations; and to determine
10 internal security practices. The Employer agrees that, prior to substantial
11 permanent lay-off of FOP bargaining unit members, it will discuss such with the
12 FOP.

13 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil
14 emergency conditions exist, including, but not limited to, riots, civil disorders,
15 severe weather conditions (or similar catastrophe), the provisions of this
16 Agreement may be suspended by the City Manager/designee during the time of
17 the declared emergency, provided that wage rates and monetary fringe benefits
18 shall not be suspended. Should an emergency arise, the FOP shall be advised
19 as soon as possible of the nature of the emergency.

20 **ARTICLE 5**

21 **FOP REPRESENTATION, ACTIVITY AND BULLETIN BOARDS**

22 5.1 The FOP shall have the right to select employees from those covered by this
23 Agreement to act as FOP representatives. A written list of the FOP
24 representatives or changes to the list of representatives shall be forwarded to the
25 City's Human Resources Director and the Chief of Police prior to the effective
26 date of their assuming FOP duties with the City. FOP representatives shall not
27 exceed twelve (12) in number. No FOP representative will perform any FOP
28 work with the City unless the above has been complied with.
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- 1 5.2 An FOP representative may, with proper authorization by the Chief of Police or
2 designee, which will not be unduly withheld, be admitted to the property of the
3 Employer. The representative, as designated above, shall be able to talk with
4 employees before or after regular working hours or during lunch hours of said
5 employees on Employer property in areas designated by the Employer.
- 6 5.3 FOP representatives must be employees in the bargaining unit who have
7 satisfactorily completed their probationary period.
- 8 5.4 The FOP recognizes that its representatives are not entitled to any special
9 benefits or treatment because of their role, nor shall representatives be
10 discriminated against for the proper and legitimate FOP activity in which they
11 engage.
- 12 5.5 While on a medical leave of absence without pay, while on sick leave, or while
13 receiving Workers' Compensation payments, employees shall not function as
14 FOP representatives.
- 15 5.6 The investigation, handling or adjustment of grievances shall be conducted by
16 employees and/or FOP representatives during non-working hours. Management,
17 at its discretion, may conduct a grievance hearing, at any step of the grievance
18 procedure, during working hours.
- 19 5.7 Up to three (3) employees in any one (1) instance who are members of the FOP
20 may be granted time off by the Chief of Police or designee to attend FOP
21 business without loss of straight time pay or benefits by using pool time,
22 provided:
- 23 A. A written request for use of FOP Pool Time is submitted to the employee's
24 supervisor in advance of time off. It is further provided that ~~two (2)~~
25 ~~weeks~~ as much notice as possible must be given in order to use pool time
26 ~~to attend annual meetings.~~
- 27 B. The Chief of Police shall have the right to restrict the number of persons
28 off for FOP Pool Time to a single individual when an emergency condition
29 exists or staffing on shift is such that time off from work would create a

1 clear and present danger to public safety. This provision authorizes the
2 Chief of Police not only to refuse FOP Pool Time, but to revoke previously
3 authorized time off for FOP business, except for a single individual, when
4 an emergency condition exists and/or such time off from regular
5 assignments would create a clear and present danger to public safety.

6 C. The City shall donate 200 work hours to the FOP Time Pool each fiscal
7 year to be used only in accordance with paragraph 5.11 and in conducting
8 business for City of Gainesville FOP members. These hours shall not
9 carry over from one year to the next.

10 5.8 It shall be the FOP's responsibility to supply to the City an FOP Time Pool
11 Authorization form which includes the name of the employee and the hours of
12 vacation time donated by the employee to the pool on a form supplied by the
13 City. The form must be signed by the employee donating time. Time donations
14 may be made each April 1 and October 1 and shall be in increments of not less
15 than three (3) hours nor more than forty-eight (48) hours. Time pool hours may
16 be drawn upon at the discretion of the FOP in increments of at least one (1)
17 hour.

18 5.9 Charges against the FOP Business Time Pool shall only be made when signed
19 by the Chair, Executive Vice Chair or Membership Vice Chair of the FOP. If the
20 FOP Time Pool shall become depleted, anyone engaging in FOP activities
21 during his/her working hours shall do so without pay, unless otherwise provided
22 in this Agreement.

23 5.10 A record of all time donated and drawn against the above pool shall be kept by
24 the Police Department and the FOP. The FOP shall indemnify, defend and hold
25 the City harmless against any and all claims made and against any suits
26 instituted against the City on account of the City complying with any of the
27 provisions of this Article.

1 5.11 An FOP representative shall be granted pool time to attend public budget
2 hearings or resolution of impasse hearings before the City Commission and
3 State Board meetings of the Fraternal Order of Police.

4 5.12 Any employee-donated hours will be used before City-donated hours and may
5 be carried over from year to year.

6 5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed
7 upon location, not to exceed approximately four feet (4') by three feet (3') in size
8 for the following notices only:

- 9 A. FOP literature;
- 10 B. Notices of FOP meetings;
- 11 C. FOP elections;
- 12 D. Reports of FOP Committees;
- 13 E. Recreational and social affairs of the FOP;
- 14 F. Notices by Public bodies; and
- 15 G. Other written material which first has been submitted in accordance with
16 paragraph 5.14 below.

17
18 Additionally, the City will allow posting to an electronic bulletin board on the
19 Gainesville Police Department's intranet, via the Office of the Chief of Police, for
20 the same notices as above.

21 5.14 Prior to posting, copies of all material described in Section 5.13 shall be signed
22 by an elected officer of the FOP and submitted to the Human Resources Director
23 or designee for his/her signature. Any materials which are not in conformance to
24 this Article may be removed from the physical bulletin board or not posted to the
25 electronic bulletin board, at the discretion of the City. All material being posted
26 shall be sent to the Chief of Police or his designee at the same time as it is sent
27 to Human Resources.

28 5.15 No material, notices or announcements shall be posted which contain anything
29 political, controversial or anything adversely reflecting upon the City, any of its

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

7 5.16 It is acknowledged by the Union that the purpose of the Information Book used at
8 roll call is to conduct City business, however, at the sole discretion of the Chief of
9 Police or his/her designee, the FOP may include information of interest to the
10 general membership, as defined in 5.13 above, in this Information Book ~~also~~
11 ~~known as the "Blue Book"~~ with the understanding that the definition of
12 acceptable information in 5.13(G) may be different from that which is acceptable
13 for posting on the FOP bulletin board. Such information shall be limited to one
14 (1) page.

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16 **ARTICLE 6**
17 **GRIEVANCE PROCEDURE**

18 6.1 A grievance is defined as a claim reasonably and suitably founded concerning
19 the alleged violation of the interpretation and/or application of the express
20 provisions of this Agreement. Any grievance filed shall systematically follow the
21 grievance procedure as outlined herein and shall adequately set forth the facts
22 pertaining to the alleged violation.

23 6.2 Rules for Grievance Processing:

24 It is agreed:

- 25 A. A grievance must be brought forward within ten (10) days after the
26 employee, through use of reasonable diligence, should have obtained
27 knowledge of the occurrence of the event giving rise to the grievance.
28 B. Time limit at any stage of the grievance procedure may be extended by
29 the written mutual agreement of the parties involved at that step.

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- 1 C. A grievance not advanced to the higher step within the time limit provided
2 shall be deemed permanently withdrawn and as having been settled on
3 the basis of the decision most recently given. Failure on the part of the
4 Employer's representative to answer within the time limit set forth in any
5 step will entitle the employee to proceed to the next step.
- 6 D. In computing time limits under this Article, Fridays (Step Three only),
7 Saturdays, Sundays and City-designated Holidays shall not be counted
8 except where it is specified by calendar days.
- 9 E. In settlement of any grievance resulting in retroactive adjustment, such
10 adjustment shall be limited to ten (10) days prior to the date of the filing of
11 the grievance except in the case where the compensation of an employee
12 is set or computed in error, then guidelines established in the City
13 Manager's Administrative Procedure No. 2A, in effect on ~~7/11/04~~19/13/04,
14 will be followed.
- 15 F. When a grievance is reduced to writing, there shall be set forth in the
16 space provided on the grievance form provided by the Employer, all of the
17 following:
18 (1) A complete statement of the grievance and facts upon which it is
19 based;
20 (2) The section or sections of this Agreement claimed to have been
21 violated; and
22 (3) The remedy or correction requested.
- 23 G. An employee, upon request, shall be entitled to FOP representation in
24 accordance with the provisions of this Agreement at each and every step
25 of the grievance procedure set forth in this Agreement. This shall not be
26 construed as requiring the FOP to represent a non-member.
- 27 H. Employees will follow all written and verbal directives, even if such
28 directives are allegedly in conflict with the provisions of this Agreement.
29 Compliance with such directives will not in any way prejudice the

1 employee's right to file a grievance within the time limits contained herein
2 nor shall compliance affect the ultimate resolution of the grievance. No
3 employee or groups of employees may refuse to follow directions pending
4 the outcome of a grievance.

5 I. The City agrees that the FOP Representative of record will be furnished
6 with a copy of each grievance filed by an employee within the bargaining
7 unit. Violation of this section (6.2(I)) is subject to the grievance procedure,
8 but only through Step 3.

9 J. Where a grievance is general in nature in that it applies to a number of
10 members rather than a single member and those members work for more
11 than one Sergeant, such grievance shall be presented in writing directly to
12 the Chief of Police (Step Two) within the time limits provided. The
13 grievance shall be signed by the aggrieved members or a representative
14 of the FOP.

15 **6.3 Steps in the Grievance Process:**

16 **STEP ONE:** An employee who has a grievance may, with or without FOP
17 representation, submit it in writing to the Bureau
18 Commander (Lieutenant or Captain as the case may be).
19 The Bureau Commander shall hold a meeting within ten (10)
20 days of receipt of the grievance and give a written response
21 to the employee within ten (10) days after holding such
22 meeting. The aggrieved employee, upon his/her request,
23 may be accompanied at this meeting by the FOP
24 representative. A grievance which involves a disciplinary
25 action authorized by the Chief may be appealed directly to
26 the second step of the grievance procedure.

27 **STEP TWO:** If the Grievance is not settled at Step 1, the aggrieved
28 employee or the FOP may submit a written appeal to the
29 Chief of Police within ten (10) days after the Step 1 answer

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1 was due and shall be signed by the employee. The Chief of
2 Police or designee shall hold a meeting within ten (10) days
3 of receipt of the request and give a written response to the
4 employee and the FOP within ten (10) days after holding
5 such meeting.

6 STEP THREE: If the appeal is not settled at Step 2, the aggrieved
7 employee or the FOP may submit a written appeal to the
8 City Manager within ten (10) days after the Step 2 answer
9 was due and shall be signed by the employee and the FOP
10 representative. Any discharged employee who has
11 completed his/her probationary period or the Fraternal Order
12 of Police shall have the right to appeal said discharge
13 directly to the third step of the grievance procedure provided
14 such appeal is made within ten (10) days from the effective
15 date of such action, computed in accordance with Section
16 6.2(D). The City Manager or designee shall hold a meeting
17 within ten (10) days of receipt of the request and give a
18 written response to the employee and the FOP within ten
19 (10) days after holding such meeting.

20 6.4 If the grievance is not settled in accordance with the foregoing procedure, the
21 FOP may request arbitration by serving written notice of intent to appeal on the
22 office of the City Manager and the Human Resources Director no later than ten
23 (10) days after receipt of the City's response in Step 3 together with a written
24 statement of the specific provision(s) of this Agreement at issue. If the grievance
25 is not appealed to arbitration within said ten (10) days, the City's Step 3 answer
26 shall be final and binding upon the aggrieved employee and the FOP.

27 6.5 Within ten (10) days after receipt of the appeal to arbitration, the parties shall
28 jointly request the Federal Mediation and Conciliation Service (FMCS), the sole
29 function of FMCS being to assist in the selection of the arbitrator, to furnish a

1 panel of five (5) impartial arbitrators particularly skilled in matters involving local
2 government employee relations. Both the City and the FOP shall have the right
3 to strike two (2) names from the panel. Within ten (10) days after receipt of the
4 list, the parties shall meet and alternately cross out names on the list. Lot
5 chance shall determine who shall cross out first. The remaining person shall be
6 the arbitrator. FMCS shall be notified of the selection, following instructions on
7 the FMCS form, within ten (10) days of the selection being made. The arbitrator
8 shall be notified of his/her selection, following instructions from FMCS, within ten
9 (10) days of receiving those instructions by a joint letter from the City and the
10 FOP requesting that he/she set a time and place, subject to the availability of the
11 City and FOP representatives.

12 6.6 The arbitration shall be conducted under the rules set forth in this Agreement,
13 not under the Rules of the FMCS. The arbitrator shall have no authority to
14 modify, amend, ignore, add to, subtract from or otherwise alter or supplement
15 this Agreement or any part thereof or any amendment thereto. The arbitrator
16 shall consider and decide only the specific issue(s) submitted to him/her in
17 writing by the City and the FOP and shall have no authority to consider or rule
18 upon any matter which is stated in this Agreement not to be subject to the
19 arbitration, which is not a grievance as defined in Section 6.1, or which is not
20 specifically covered by this Agreement. The arbitrator may not issue declaratory
21 or advisory opinions and shall be confined exclusively to the question which is
22 presented to him/her, which question must be actual and existing. The arbitrator
23 shall submit in writing his/her decision within thirty (30) days following the close
24 of the hearing or the submission of briefs by the parties, whichever is later,
25 provided that the parties may mutually agree in writing to extend said limitation.
26 Consistent with this section, the decision of the arbitrator shall be final and
27 binding.

1 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS
2 and the compensation expenses of the arbitrator, shall be shared equally by the
3 parties to the arbitration.

4 6.8 Each party shall be responsible for the expense or expenses of any witness or
5 witnesses it calls.

6 6.9 The cost of any transcript shall be borne solely by the party requesting it.

7
8 **ARTICLE 7**

9 **NON-DISCRIMINATION**

10 7.1 Employees of the City shall have the right to form, join and participate in, or to
11 refrain from forming, joining and participating in any employee organization of
12 their own choosing. No employee shall be intimidated, restrained, coerced or
13 discriminated against by either the City or the FOP because of the exercise of
14 these rights.

15 7.2 The City and the FOP shall apply the provisions of this Agreement equally to all
16 employees without discrimination because of age, sex, race, color, religion,
17 national origin, political affiliation, disability, marital status, sexual orientation,
18 gender identity or membership or non-membership in the FOP as required by
19 applicable federal or state law or City Ordinance or City Policy; including any
20 obligations to reasonably accommodate a disability under the ADA. Any
21 grievances concerning this paragraph shall be handled in the grievance
22 procedure only through the third step and shall not be processed through
23 arbitration.

24 7.3 The use of masculine or feminine gender in this Agreement shall be construed
25 as including both genders.
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ARTICLE 8

DISCHARGE AND DISCIPLINE

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

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

8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of pay are subject to the grievance provisions of this Agreement. Employee Notices (Written instructions and cautionings) are subject to the grievance provisions of this Agreement.

8.4 Written warnings (counseling forms, IOC's, performance infractions) or verbal warnings are not subject to the grievance provisions of this Agreement. Such warnings are not to be considered "first offenses" for purposes of progressive discipline.

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1 8.5 Any discharged employee who has completed his/her probationary period or the
2 Fraternal Order of Police shall have the right to appeal said discharge directly to
3 the third step of the grievance procedure provided such appeal is made within
4 ten (10) days from the effective date of such action, computed in accordance
5 with Section 6.2(D).

6 8.6 The discharge, discipline, demotion, layoff or suspension of probationary
7 employees on initial hire or rehire shall not be subject to the grievance procedure
8 of this Agreement.

9 8.7 An officer shall not be required to respond in writing to an anonymous complaint
10 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,
11 which complaint is made solely by the citizen in question and shall be
12 investigated on a verbal basis unless and until some corroborating evidence is
13 obtained.

14 8.8 When imposing incremental discipline, the Chief will not use prior infractions of
15 the same rule that have occurred more than two years from the date of the
16 current violation under consideration.

17
18 However, the above 8.8 may be considered as a part of the overall disciplinary
19 record when used as justification for discharge.

20 8.9 An employee, upon request, shall be entitled to FOP representation at
21 disciplinary interviews or conferences in accordance with law and 6.2 (G) of this
22 Agreement.

23 8.10 There shall be only one official personnel file for each employee and it shall be
24 maintained in the Human Resources department. Employees will be given a
25 copy of any disciplinary action placed in the employee's official personnel file.
26 This article shall follow all guidelines as established by Florida law. Any
27 employee disagreeing with a disciplinary action placed in such file shall be
28 allowed to have his/her views regarding such action placed in the file. An

1 employee will have the right to review his/her own official personnel file at
2 reasonable times under proper supervision.

3 8.11 I.A. investigations for violations of offenses determined by the Department to be
4 minor, should be completed within forty-five (45) days from the issuance of
5 notice of allegation of misconduct to the member determined to be the subject of
6 an I.A. investigation. Notice will be provided by I.A. to the employee in writing or
7 via electronic means which will serve as the notification that an investigation is
8 being conducted on him/her. At the end of forty-five (45) days, if the
9 investigation is not completed for reasonable grounds, the individual under
10 investigation is to be notified with the reason for extension in writing or via
11 electronic means. Extensions of minor investigations may be extended an
12 additional forty-five (45) days after such notification.

13 ~~I.A. investigations for violations of offenses determined by the Department to be~~
14 ~~major, should be completed within seventy (70) days from the issuance of notice~~
15 ~~of allegation of misconduct to the member determined to be the subject of an I.A.~~
16 ~~investigation. Notice will be provided by I.A. to the employee in writing or via~~
17 ~~electronic means which will serve as the notification that an investigation is being~~
18 ~~conducted on him/her. At the end of seventy (70) days, if the investigation is not~~
19 ~~completed for reasonable grounds, the individual under investigation is to be~~
20 ~~notified with the reason for extension in writing or via electronic means.~~
21 ~~Extensions of major investigations may be extended an additional seventy (70)~~
22 ~~days after such notification. Upon final ratification of this Agreement, I.A.~~
23 ~~investigations~~ for violation of offenses determined by the Department to be
24 major should be completed within ninety (90) days from the issuance of notice of
25 allegation of misconduct to the member determined to be the subject of an I.A.
26 investigation. Notice will be provided by I.A. to the employee in writing or via
27 electronic means which will serve as the notification that an investigation is being
28 conducted on him/her. At the end of the ninety (90) days, if the investigation is
29 not completed for reasonable grounds, the individual under investigation is to be

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1 notified with the reason for extension in writing or via electronic means.
2 Extension of major investigations may be extended an additional sixty (60) days
3 after such notification.

4 8.13 The running of the limitations period in this article is tolled:

5 A. For a period of time specified in a written waiver of the limitation by the
6 law enforcement officer, and FOP Representative.

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

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

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

13 DE. For emergencies or natural disasters during the time period wherein the
14 Governor has declared a state of emergency within the jurisdictional
15 boundaries of the concerned agency.

16 EF. During the time that the officer's compliance hearing proceeding is
17 continuing beginning with the filing of the notice of violation and a request
18 of a hearing and ending with the written determination of the compliance
19 review panel or upon the violation being remedied by the agency.

20
21 ~~8.13~~14 The Chief of Police may determine that an Internal Investigation would be
22 compromised by notification of either an allegation of misconduct or reasons for
23 extending an investigation, in either case, time limits identified in 8.11/8.12 shall
24 not be applicable.

25 ~~8.14~~15 When an allegation of employee misconduct is made against a non-
26 probationary bargaining unit member, the City will ensure the allegation is
27 reduced to writing and, when practicable, the complaint will be made under oath.
28 If the allegation of employee misconduct is criminal in nature, the complaint will
29 be under oath.

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1 8.4516 In an effort to provide an intermediate disciplinary action step between
2 written instruction and cautioning and actual suspension of an employee (where
3 that employee suffers a loss of pay), at the sole discretion of the Chief of Police
4 he/she may impose the forfeiture of vacation leave time in lieu of suspension
5 without pay.

6
7 **ARTICLE 9**
8 **VACATIONS**

9 9.1 Regular and probationary full-time employees covered by this Agreement shall
10 accrue vacation leave based on their date of regular employment and shall be
11 limited to the following schedule:

<u>Years of Continuous Service:</u>	<u>Time Accrued</u>
12 1 to 5 years 13 (1 month thru 59 months)	80 hours per year
14 5 to 10 years 15 (60 months thru 119 months)	96 hours per year
16 10 to 15 years 17 (120 months thru 179 months)	120 hours per year
18 15 to 20 years 19 (180 months thru 239 months)	136 hours per year
20 20 years to 25 years 21 (240 months thru 299 months)	168 hours per year
22 25 years or more 23 (300 months or more)	176 hours per year

24
25
26
27
28
29
30 9.2 The maximum number of vacation hours that employees covered by this
31 Agreement are allowed to have as of the anniversary of their adjusted service
32 date are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
33 1 to 5 years	180

34
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over 5 years

240

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

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

9.4 Paid vacation leave may not be taken during the initial six (6) months of employment or re-employment. After this initial six (6) months period, vacation leave may be taken with Chief of Police or equivalent approval. The City shall ensure that no member is unreasonably denied earned vacation.

9.5 Should a holiday occur during an employee's vacation, that day shall be charged as a holiday.

9.6 Employees shall not be paid for vacation leave earned in lieu of taking a vacation, except as provided in 9.11.

9.7 Vacation leave shall not be granted in advance of being earned. If an employee has insufficient vacation leave credit to cover a vacation leave, the employee shall be in a no-pay status.

9.8 Employees who are transferred from one department to another shall have their vacation leave credits transferred with them.

9.9 Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation leave to his/her credit at the time of termination at the employee's regular straight time rate of pay. This does not apply to employees having less than six (6) months service. The employee's official termination date shall be the last day of active employment and shall not be extended due to payment for unused vacation time.

1 9.10 If an employee is called back to work during his/her vacation period, the
2 employee shall be allowed to reschedule with special consideration any vacation
3 time lost as a result of the call back.

4 9.11 On or about the employee's hire date or adjusted service date, employees
5 covered by this Agreement shall be permitted to sell back up to seventy (70)
6 hours of accrued vacation leave to the City at the employee's regular straight
7 time hourly rate. No employee shall be permitted to sell back accrued vacation
8 leave if he/she has less than eighty (80) hours of vacation leave. The employee
9 shall not be permitted to sell back accrued vacation leave if selling back such
10 time brings the employee's total time below eighty (80) hours.

11
12 **ARTICLE 10**
13 **HOLIDAYS**

14 10.1 Nothing in this ~~agreement~~ Agreement will be interpreted to restrict the right of the
15 City to determine the number and types of employees who will work on a holiday.
16 No employee will be entitled to work on a holiday unless directed to do so by the
17 City, nor will an employee be entitled to any pay except holiday pay for any
18 holiday on which the employee did not work. The City observes the following
19 paid holidays, but reserves the right to schedule work on these days. Regular
20 full time employees covered by this Agreement are entitled to ~~twelve (12)~~ nine (9)
21 paid holidays as listed in 10.1 ~~this section (A. and B.)~~ and 10.2:

22
23

A.	New Year's Day	January 01
	Martin L. King, Jr.'s Birthday	Observance Date
	Memorial Day	Last Monday in May
	Independence Day	July 04
	Labor Day	First Monday in September
	Veteran's Day	Observance Date
	Day after Thanksgiving	Friday after Thanksgiving

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1		
2	B- Thanksgiving Day	Fourth Thursday in November
3	Christmas Day	December 25
4		

5 Holidays shall be observed on the observance date as established by the City,
6 except for those employees who are scheduled to work on a Saturday or Sunday
7 on which the actual holiday falls; they shall observe the actual date. Either party
8 may reopen this paragraph (10.1), during the term of this Agreement, for
9 negotiations only in conjunction with opening Article 11.

10
11 Employees assigned to administrative duties shall observe the Managerial
12 Holiday schedule.

13
14 10.2 Employee's Option Days

15 Three (3) Employee's Option Days as follows: The City agrees to provide three
16 (3) non-cumulative employee's option days during the fiscal year to all
17 employees covered by this Agreement who have achieved regular status or who
18 have completed the first six (6) months of an initial probationary period in a
19 regular position. These days must be taken as normal work days and must be
20 taken during the fiscal year in which the employee became eligible, after he/she
21 attains eligibility, provided the days selected by the employee have prior
22 Department Head or equivalent approval. Said days shall not be used for the
23 purpose of overtime. Either party may reopen this paragraph (10.2), during the
24 term of this Agreement, for negotiations only in conjunction with opening Article
25 11.

26 10.3 Whenever a holiday as listed section 10.1 ~~(A) and (B)~~ occurs on an employee's
27 scheduled day off and the employee does not work thereon, the employee shall
28 receive another day off with pay within the same fiscal year or within 120 days
29 after said holiday, whichever is later. Hours compensated ~~will~~shall match the

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

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

18 ~~B. ~~Whenever a holiday as listed in Section 10.1 (B) occurs on an employee's~~~~
19 ~~~~regularly scheduled work day or the employee is required to work on a~~~~
20 ~~~~holiday on his/her scheduled day off, the employee shall receive one and~~~~
21 ~~~~one half times their regular straight rate of pay for hours worked and~~~~
22 ~~~~receive another day off with pay, or the employee may elect to receive two~~~~
23 ~~~~and one half times their regular straight pay for the hours worked with no~~~~
24 ~~~~day off. Unless the employee declares fourteen (14) calendar days prior~~~~
25 ~~~~to the holiday that they want to receive two and one half times their~~~~
26 ~~~~regular straight pay for the hours worked, they shall receive one and one~~~~
27 ~~~~half times their straight time rate of pay and another day off. The day off~~~~
28 ~~~~shall be taken within the same fiscal year. There shall be no pyramiding~~~~
29 ~~~~to this section in the computation of overtime.~~~~

1 Either party may reopen this paragraph (10.4B), during the term of this
2 Agreement, for negotiations only in conjunction with opening Article 11.
3

4 10.5 Failure to report for work on a holiday after having been scheduled to work on
5 such holiday shall be just cause for denial of holiday pay and may result in
6 disciplinary action being taken.

7 10.6 Should a holiday occur during an employee's sickness, it shall be the option of
8 the employee to be charged with a sick day or holiday if the sickness includes
9 two or more consecutive workdays immediately preceding and/or following the
10 holiday.
11

12 **ARTICLE 11**

13 **HOURS OF WORK**

14 11.1 The provisions of this Article are intended to provide a basis for determining the
15 basic work period and shall not be construed as a guarantee to such employee
16 of any specified number of hours of work either per day or per week or as limiting
17 the right of the City to fix the number of hours of work (including overtime) either
18 per day or per week for such employee. The City has the authority to establish
19 shifts and to use any method in establishing a shift as well as change, increase,
20 decrease, initiate, restrict and cancel a shift in order to meet the needs of the
21 department and to provide superior service to the community.

22 11.2 BASIC WORK PERIOD

23 A. The work period for all employees covered by this ~~agreement~~Agreement,
24 ~~and not~~except as otherwise designated by the Chief of Police or as
25 provided for in 11.2B or in 32.1, shall consist of a period of fourteen (14)
26 consecutive days, and the basic work week shall consist of four ten-hour
27 shifts (4x10).

28 B. Beginning with the next shift change following ratification, the work period
29 for Operations personnel who are assigned to Patrol functions within the

1 Operations Bureau, shall consist of a period of twenty-eight (28)
2 consecutive days. Additionally, beginning with the next shift change
3 following ratification, the basic work schedule shall consist of an 11 hour,
4 25 minute day.

5 C. For purposes of this Agreement, a shift means the time during which an
6 employee is on assigned duty. A shift for employees covered by this
7 Agreement will be those prescribed by the Chief of Police or his/her
8 authorized designee. Shift pick will be done by time in rank, and then by
9 overall seniority.

10 B.D. If there is any change in the normal weekly work schedule of an
11 employee, he/she will receive, when possible, one (1) week prior
12 notification. If there is a change in the normal weekly work schedule of an
13 employee due to a group shift change, the group shall receive at least two
14 (2) weeks prior notification. Members who receive specialty pay may
15 receive shorter notice due to circumstances, in which as much notice as
16 reasonably practicable will be given.

17 11.3 EXCHANGE OF HOURS OF WORK

18 Upon prior approval by the appropriate managerial employee, an employee may
19 agree with another employee, who is of equal classification, i.e., police
20 officer/corporal for police officer/corporal, sergeant for sergeant, to work in place
21 of said other employee during that employee's scheduled work assignment
22 subject to the following restrictions:

23 A. No employee shall be permitted to have another employee substitute for
24 him/her except for periods of short duration and, in no case, in excess of
25 two (2) consecutive work shifts. Further, the exchange of time shall not
26 result in any employee working back-to-back shifts.

27 B. The City shall compensate the employee who was scheduled to work in
28 the amount he/she would have earned had he/she worked and shall in no

1 manner be liable for any wages for the hours worked by the substitute
2 employee.

- 3 C. The hours worked by the substitute employee shall not be considered
4 hours worked by or paid for to the substitute employee.
- 5 D. The exchange of time shall not cause the City overtime or premium pay or
6 other inconvenience.
- 7 E. The exchange of time shall be because of the employee's desire or need
8 to attend to personal matters and shall not be used for other outside
9 employment activities.
- 10 F. The request for the exchange of time form will be signed by the
11 appropriate parties in advance of the changed schedule.
- 12 G. An employee who has agreed to substitute for another employee and fails
13 to report for the agreed duty assignment, will be subject to disciplinary
14 action.

15 11.4 Beginning with the first shift change following ratification, Operations personnel
16 who are assigned to Patrol functions within the Operations Bureau ~~Uniformed~~
17 ~~patrol positions (as distinguished from other elements, e.g., mounted unit,~~
18 ~~aviation unit, etc.) presently~~ scheduled to normally work ~~four shifts of~~
19 ~~approximately ten an eleven hours and twenty five minutes (11:25) hours work~~
20 ~~day each per week~~ will not have the ~~4/10-11:25~~ feature substantially modified
21 unless they are provided an opportunity to negotiate in accordance with Chapter
22 447, Florida Statutes, concerning the change. Either party may reopen this
23 paragraph (11.4) for negotiations on or before next annual shift pick. If
24 agreement cannot be reached on a new schedule following six (6) negotiation
25 sessions and the parties do not agree to continue negotiations, employees on
26 the 11:25 schedule will revert back to the original 4/10 work schedule with a
27 fourteen-day (14-day) work period one (1) month following the last date of
28 negotiations or some later agreed-upon date which would allow ample time for
29 the Payroll Department and GPD to make the change.

1 11.5 LUNCH

2 Lunch hours shall be paid as part of the scheduled work day for all sworn
3 employees and shall not be substantially modified unless the union is provided
4 the opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
5 concerning the change.

6 **ARTICLE 12**

7 **SICK LEAVE**

8 12.1 Newly hired employees earn sick leave at the rate of forty-eight (48) hours
9 annually until their second anniversary. After two (2) years of service employees
10 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)
11 years of service, employees will earn sick leave at the rate of ninety-six (96)
12 hours annually.

13 12.2 Sick leave will be granted upon approval of the Department Head/designee for
14 the following reasons:

- 15 A. For absence due to personal illness, injury or temporary disability. A
16 doctor's statement is required for temporary disability indicating
17 approximate length of absence due to disability.
- 18 B. For personal medical and dental appointments.
- 19 C. For absence due to a compensable injury arising out of the course of City
20 employment (employee may request the Department Head/designee to
21 allow him/her to remain on full pay for the period which can be covered by
22 sick leave balance when pro rated with the amount being paid by
23 Worker's Compensation).
- 24 D. An employee may use up to twelve (12) days of accrued sick leave or fifty
25 percent (50%) of the employee's currently accrued sick leave, whichever
26 is greater, for illness of a member of an employee's immediate family
27 (defined as spouse, certified or registered domestic partner, dependent
28 child(ren), mother or father) living in the same domicile or dependent
29 children not living in the same domicile. For the purpose of this article,

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1 dependent children are defined as the employee's unmarried, natural,
2 adopted, or step-child(ren), or a child for whom the employee has been
3 appointed legal guardian or legal custodian, or the natural or adopted
4 child(ren) of the employee's current certified or registered domestic
5 partner, who are under the age of 19; or if over the age of 19 meet the
6 criteria for dependency as defined in the City's health insurance policy; or
7 who are handicapped children as defined in said policy. Management
8 may require confirmation of the illness from the employee by furnishing a
9 doctor's certificate, or any other means deemed appropriate.

10 The City Manager/designee may waive restrictions on the amount of time
11 that may be used under this paragraph if he/she finds special
12 circumstances exist.

13 12.3 All employees are required to notify the designated supervisor on duty as early
14 as possible. In the case of non-shift employees, no later than the starting of
15 his/her scheduled workday and in the case of shift employees, no later than sixty
16 (60) minutes prior to the starting of his/her scheduled workday, when he/she is
17 unable to report for work because of illness or injury, giving the reason for
18 absence. Employees failing to comply with this provision shall not be allowed to
19 charge their absence to sick leave unless waived by the Department Head. All
20 shift employees will notify the designated supervisor at least one (1) hour in
21 advance of the intent to return to work following absence due to illness or injury
22 of more than two (2) days. Sick leave will not be granted for any sickness, injury
23 or disability arising from a felony or from a misdemeanor involving moral
24 turpitude on the part of the employee. Sick leave will be charged only against
25 employee's regular workday and shall not be charged for absences on overtime
26 or standby time. It shall be the mutual obligation of the City and the FOP to
27 cooperate with each other in order to prevent abuse of sick leave.

28 12.4 A. An employee absent for three (3) or more consecutive workdays shall be
29 required to report to Employee Health Services prior to returning to work

1 to verify that the employee is fit to work. An employee shall remain in sick
2 leave status until he/she is released by Employee Health Services and
3 reports to his/her work site. This provision may be waived temporarily by
4 Management for employees returning to work anytime that Employee
5 Health Services is not open, except in cases of injury in which this
6 provision shall apply. Such absence shall require a doctor's written
7 statement of diagnosis verifying the employee's illness or injury, which will
8 be turned in to Employee Health Services, or a similar statement from the
9 City's Occupational Health Nurse which will be turned in to the
10 Department's Medical Record Custodian/designee, or sick leave will not
11 be allowed.

12 B. A doctor's written statement of diagnosis verifying illness or injury of less
13 than three (3) consecutive days shall be required by the City in cases of
14 frequent use of sick leave or when the pattern of sick leave usage
15 indicates potential abuse of sick leave privileges. If this doctor's
16 statement is to be required on a continual basis, the employee shall be so
17 notified, in writing, prior to the imposition of such requirement. The
18 duration of each such requirement shall not exceed one (1) year. A copy
19 of such notice shall be placed in the employee's master personnel file.

20 C. The employee may be required by the appropriate Department Head, or
21 his/her designee, to obtain a written statement of diagnosis verifying
22 illness or injury from the City's doctor prior to returning to work. Expenses
23 of obtaining a statement from the City's doctor shall be borne by the City.
24 Expenses of a doctor other than the City's doctor, if any, resulting from
25 verification of illness or injury, shall be the responsibility of the employee.

26 D. When a diagnosis and verification of illness or injury is required, the
27 following shall apply: The doctor's written statement, will be turned in to
28 Employee Health Services before the employee returns to work, which
29 statement shall detail the employee's illness, the treatment made and any

1 restrictions on the employee's ability to perform all the duties normally
2 assigned to the employee's classification. Failure to provide such a
3 statement shall preclude the use of sick leave and the employee returning
4 to work. Excessive absenteeism due to illness or injury may result in
5 discipline being imposed.

6 E. If the appropriate supervisor determines from personal observation that an
7 employee reporting to duty may be too sick to work, he/she may be
8 required to report to the City's doctor or nurse to determine whether the
9 employee is fit to work.

10 F. In all cases where an employee is required to report to the City's doctor to
11 obtain a written statement of diagnosis verifying illness or injury, the failure
12 by the doctor to substantiate the employee's claim of illness or injury will
13 preclude use of sick leave. In all cases where the employee is required to
14 report to Employee Health Services, failure to do so will preclude the use
15 of sick leave.

16 12.5 Sick leave may be charged in increments of less than two (2) hours with prior
17 approval by the Department Head/designee. Sick leave shall not be granted in
18 advance of being earned. Vacation leave may be used in lieu of sick leave;
19 however, the employee shall be considered sick and not on vacation and the
20 time used shall be treated as sick leave for all purposes. When an employee
21 has insufficient sick leave credit to cover a period of absence, vacation leave will
22 be used and, if none is available, the employee shall be in a no pay status.

23
24 This ~~section~~ paragraph pertains to unscheduled absences and is not intended to
25 prevent advanced scheduling of vacation as outlined in Article 14, Section 14.4.

26 12.6 Should a holiday occur during the employee's sickness, it shall be the option of
27 the employee to be charged with a sick day or holiday if the sickness includes
28 two or more consecutive workdays immediately preceding and/or following the
29 holiday.

1 12.7 Sick leave shall continue to accrue during the periods of absence in which the
2 employee is in pay status.

3 12.8 Employees who are transferred from one department to another shall have their
4 sick leave credits transferred with them.

5 12.9 Unused sick leave is forfeited upon termination from the City's service.

6 12.10 Employees taking sick leave shall be compensated at their straight time hourly
7 rate of pay as set forth in Exhibit I (~~salary schedule~~[pay plan](#)) for the time off work.

8 12.11 The sick leave incentive award will be given by the City to employees who use
9 little or no sick leave, or vacation in lieu of sick leave, during a period of one (1)
10 year. Eligibility for the incentive award shall be based on:

- 11 1. Adjusted service date.
- 12 2. The amount of sick leave, or vacation in lieu of sick leave, used in the
13 previous year of service.

14 12.12 The incentive award will be credited to an employee's accrued vacation leave
15 and may be used as set forth in Article 9. The incentive award is computed on
16 the following basis for each year of eligibility:

17 Sick Leave, or Vacation in	Work
18 <u>Lieu of Sick Leave, Used</u>	<u>Hours Awarded</u>
19 2 hrs or less	32
20 More than 2 thru 10	24
21 More than 10 thru 20	16
22 More than 20	None

23 12.13 ~~Any sick leave~~~~Accumulated, unused sick leave~~ appearing on the employee's
24 record in the Human Resources Department that is accrued and unused upon
25 the ratification date of this Agreement may be converted to additional service
26 credit for determining pension benefits, except as provided below. Each such
27 day of unused sick leave shall be converted to one (1) full day of additional
28 employment ~~of~~ service credit, unless otherwise provided.

29

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

7
8 12.14 For employees whose most recent hire date is on or after the ratification date of
9 this Agreement (October 1, 2010 – September 30, 2013), the maximum
10 accumulated unused sick leave shall not exceed 1,040 hours. Employees with
11 sick leave balances above the cap shall have their balances reduced to the
12 maximum allowed during the pay period in which the anniversary of their
13 adjusted service date occurs.

14 15 **ARTICLE 13**

16 **BEREAVEMENT LEAVE**

17 13.1 In the event of death in an employee's immediate family, he/she shall be granted
18 bereavement leave with pay by the employee's Department Head up to a
19 maximum of three (3) working days. The employee shall be required to furnish
20 to management such information as may be requested to properly administer
21 this Article. Leave granted in the event of death of a relative other than those in
22 the immediate family shall be charged as vacation leave.

23 13.2 For the purpose of this Article, the following relationships shall be considered
24 immediate family: father, mother, foster parent, brother, sister, spouse, certified
25 or registered domestic partner, son, daughter, natural or adopted children of
26 registered domestic partner, current father-in-law, father of certified or registered
27 domestic partner, current mother-in-law, mother of certified or registered
28 domestic partner, grandfather, grandmother, current step-mother, current step-
29 father, current certified or registered domestic partner of employee's natural

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1 mother or father. Step children and foster children of the employee, spouse or
2 [certified or](#) registered domestic partner if living in the same domicile.

3 13.3 Employees taking bereavement leave shall be compensated at their straight time
4 hourly rate of pay, as set forth in Exhibit ~~I~~ (~~salary schedule~~ [Pay Plan](#)) for the time
5 off work.

6 13.4 Regular part-time employees are eligible to receive bereavement leave in the
7 proportion that their workweek bears to a full-time workweek. A part-time
8 employee whose average workweek over a four (4) week period is greater or
9 less than their normal scheduled workweek shall have their accrual rate changed
10 to reflect the higher or lower average workweek until it returns to normal.

11 13.5 Bereavement leave must be taken within five (5) days of the death, funeral, or
12 memorial service.

13
14 **ARTICLE 14**
15 **PREMIUM PAY**

16 14.1 The provisions of this Article are intended to provide a basis for determining the
17 number of hours of work for which an employee shall be entitled to be paid at
18 premium rates.

19
20 There shall be no duplication or pyramiding in the computation of overtime, call-
21 out pay or court pay and nothing in this Agreement shall be construed to require
22 the payment of overtime more than once for the same hours worked.

23 14.2 All overtime shall be authorized by the Chief of Police or other designated
24 managerial employee(s), if such authority has been specifically delegated to
25 him/her/them. Opportunities to work scheduled overtime will be distributed
26 equally as is practicable among employees, provided the employee is qualified to
27 perform the specific overtime work required.

28 14.3 A. [Upon ratification, only authorized and approved work performed in excess](#)
29 [of one hundred sixty \(160\) hours in a twenty-eight- \(28-\) day work period](#)

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1 for all employees assigned to said work period shall be paid at the
2 premium rate of one and one-half (1½) times the employee's straight time
3 hourly rate of pay as set forth in Exhibit I. Further, nothing herein shall
4 require the payment of time and one-half (1½) when an insubstantial
5 amount of time is worked in excess of the normal workday. For the
6 purpose of this Article, an insubstantial amount of time shall be
7 considered any period of time less than seven (7) minutes.

8 B. Only authorized and approved work performed in excess of eighty (80)
9 hours in any fourteen- (14-) day work period for all employees assigned to
10 said work period shall be paid at the premium rate of one and one-half
11 (1½) times the employee's straight time hourly rate of pay as set forth in
12 Exhibit 4. Further, nothing herein shall require the payment of time and
13 one-half (1½) when an insubstantial amount of time is worked in excess of
14 the normal workday. For the purpose of this Article, an insubstantial
15 amount of time shall be considered any period of time less than seven (7)
16 minutes.

17 ~~B. Only authorized and approved work performed in excess of forty (40)~~
18 ~~hours in any seven- (7-) day work period for all employees assigned to~~
19 ~~said work period shall be paid at the premium rate of one and one-half~~
20 ~~(1½) times the employee's straight time hourly rate of pay as set forth in~~
21 ~~Exhibit 1. Further, nothing herein shall require the payment of time and~~
22 ~~one-half (1½) when an insubstantial amount of time is worked in excess of~~
23 ~~the normal workday. For the purpose of this Article, an insubstantial~~
24 ~~amount of time shall be considered any period of time less than seven (7)~~
25 ~~minutes.~~

26 C. All employees in positions eligible for overtime shall receive pay for
27 attending "Community Policing Events" as defined by the Chief of Police
28 or Designee (e.g., crime watch meeting, neighborhood cleanup, National
29 Night Out, etc.) in accordance with the following:

- 1 1. When attendance at a "Community Policing Event" begins while on
2 duty and continues past the end of the normal duty shift, or begins
3 prior to the start of the normal duty shift and continues into the normal
4 duty shift, the time shall be considered a continuation of the normal
5 workday.
- 6 2. When attendance at a "Community Policing Event" begins and ends
7 while off duty, the employee shall receive premium pay at a rate of one
8 and one-half (1½) times his/her straight time rate of pay for all hours
9 worked while attending such Community Policing Events or the
10 employee shall receive a minimum guarantee of two (2) hours at one
11 and one-half (1½) times his/her straight time rate of pay, whichever is
12 greater.

13 D. When an off-duty employee covered by this Agreement is directed by a
14 supervisor to place a telephone call in ~~further~~ furtherance of City business,
15 and the employee engages in the directed telephone activity for more than
16 an insubstantial amount of time in any particular instance, then, after
17 supervisory verification of the necessity and duration of the call (such may
18 include obtaining statements from the participants to the phone call), the
19 time involved in such telephone call shall be considered authorized and
20 approved work within the meaning of this section.

21 E. In lieu of being paid overtime as described in this article an employee,
22 with approval of the shift supervisor, may adjust his/her schedule within
23 the same work period on an hour-for-hour basis.

24 14.4 Vacations, holidays and all other paid leaves, except sick leave or hours
25 compensated for as call-out, shall count as hours worked for the purpose of
26 computing overtime. However, all above paid leave shall not count as hours
27 worked for the purpose of computing overtime when the entire regularly
28 scheduled workweek is charged as either vacation, holiday or any one type of

1 paid leave or any combination of paid leave. All vacation leave shall count as
2 hours worked when an employee is required to work overtime.

3 14.5 CALL-OUT

4 A. All employees in a position eligible for overtime are entitled to "call-out"
5 pay if he/she is ordered to and does report with less than sixteen (16)
6 hours notice. Such employee shall receive the premium rate for all such
7 unscheduled hours that he/she actually works, with a minimum guarantee
8 of three (3) hours at such rate.

9 B. All employees in a position eligible for overtime are entitled to a minimum
10 of two (2) hours of work adjustment time if he/she is ordered to and does
11 report with more than sixteen (16) hours notice. Such time shall be taken
12 within the work period. It is understood that only hours compensated for
13 shall be counted toward hours worked for the purpose of computing
14 overtime. A grievance involving this subsection may only be grieved to
15 the second step of the grievance procedure.

16 14.6 STAND-BY

17 Employees assigned to mandatory standby status for one calendar week at a
18 time will be paid \$100.00 for each such week of standby. If the mandatory
19 standby is for less than one week, then the \$100 shall be prorated. Mandatory
20 standby will normally be on a weekly basis.

21 14.7 OUT OF CLASS

22 Employees assigned by their Department Head or his/her designee to work out-
23 of-class as a Lieutenant for a full shift shall be paid ten percent (10%) above
24 their normal straight time rate of pay. Employees assigned by their Department
25 Head or his/her designee to work out-of-class as a Sergeant for more than sixty
26 (60) consecutive scheduled workdays~~a full shift~~ shall be paid five percent (5%)
27 above their normal straight time rate of pay for each full shift thereafter.

28 14.8 COURT TIME

29 A. Employees shall receive court pay in the following manner:

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1 [Resource Officer](#), ~~FTO'S~~ [Field Training Officer](#), Evidence Technicians, Mounted
2 Unit, Aviation Unit, Traffic Homicide Investigators, Training Unit, Honor Guard,
3 Downtown Unit, ~~NSCU~~—ALERT, ~~THU~~ [Special Operations Unit](#) and Traffic
4 ~~Unit~~ [Safety Team](#) shall be at the sole and exclusive discretion of the City. Such
5 special duty is not to be considered as a separate grade or rank and is
6 understood by the parties to be temporary in nature and assigned or withdrawn
7 at the sole discretion of the Chief of Police. Selection for special duty
8 assignments shall be based on management's determination and evaluation of
9 the individual display of specific skills and abilities. Such special assignments
10 may require the successful completion of specialized police training and/or
11 certification procedures designated by the City. To qualify for such special duty
12 pay, personnel will be required to maintain a standard of proficiency in their
13 respective specialty. Standards and means of testing proficiency may be
14 established by the Police Department. Should the title of such special duty
15 assignment change, but the function remain the same, specialty pay shall
16 continue.

17 15.2 Bargaining unit employees who are assigned by the City and who perform the
18 above-stated special duties shall receive, in addition to their base rate of pay,
19 specialty pay at the rate of sixty dollars (\$60.00) per month.

20 15.3 Employees who are assigned by the City and perform the duties of Field Training
21 Officer, as listed quarterly, shall receive ninety dollars (\$90.00) per month in
22 addition to any other specialty pay they may receive.

23 15.4 Employees who are assigned by the City, to perform the duties of a helicopter
24 pilot, shall receive, in addition to his/her base rate of pay, Special Duty pay at the
25 rate of \$833.33 per month. This Special Duty pay shall not be used in the
26 computation of overtime or for any other purpose, except that such pay is
27 pensionable.
28

ARTICLE 16
LONGEVITY PAY

16.1 Rates.

All regular full-time employees of the City hired before March 02, 1992, shall receive longevity pay in addition to their regular base pay in accordance with the following schedule:

All such employees who have been in the regular full-time employ of the City for:

~~(1) Five (5) years and not more than ten (10) years -- two percent (2%) of base pay.~~

~~(2) Ten (10) years and not more than fifteen (15) years -- three percent (3%) of base pay.~~

~~(3) Fifteen (15) years and not more than twenty (20) years -- four percent (4%) of base pay.~~

(4) Twenty (20) years and not more than twenty-five (25) years -- five percent (5%) of base pay; and,

(5) In excess of twenty-five (25) years -- six percent (6%) of base pay.

16.2 Base Pay - Defined.

The base pay of each eligible employee shall be the amount of ~~regular monthly biweekly~~ base pay as indicated on the applicable ~~salary schedule~~ Pay Plan as of the first full pay period in January and July of each year which such employee is entitled to draw from the City on the first day of January or July of each year, immediately preceding the January or July in which longevity payment is actually made, exclusive of any overtime, longevity, incentive or other type pay.

16.3 Establishment of Eligibility.

Regular full-time employment of employees shall be determined as of the first full pay period in the January or July immediately preceding the January or July in which longevity payment is to be made; provided, for employees receiving

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1 longevity for the first time, eligibility shall be determined as the first full month
2 after the employee reaches his/her fifth year anniversary and payment shall be
3 made only in accordance with Section 16.6B.1; and provided further, any person
4 who is retired under a pension plan of the City shall not be eligible for such
5 additional compensation under the provisions hereunder. In order for the
6 employee's time employed to be counted for purposes of calculating his/her
7 years of service for longevity purpose, the employee must have been in the
8 continuous, regular full-time employ with the City for the entire period. In order to
9 receive payment hereunder, the employee must still be in a regular status with
10 the City the month in which the payment is actually made.

11 **16.4 Continuity of Service; Exceptions.**

12 (a) Continuity of service in the City's employ shall not be interrupted because
13 of absence due to compulsory military service or due to voluntary military
14 service in the armed forces of the United States of America in accordance
15 with appropriate contract provisions, and all such time spent in the armed
16 forces of the United States of America shall apply toward accrued service
17 for longevity pay.

18 (b) Continuity of service in the City's employ shall not be interrupted because
19 of absence when such absence shall have been granted in accordance
20 with the appropriate contract provisions as approved by the City
21 Commission. None of such time on an approved leave without pay shall
22 apply toward the employee's service credit for determining longevity pay
23 unless the absence was for military leave as provided in Subsection (a)
24 above.

25 **16.5 Separation from Service.**

26 In the event any eligible employee dies, retires or is separated from the service
27 of the City for any reason, he/she shall be paid his/her longevity pay from the
28 date of the last payment of longevity pay to him/her, to the end of the month

1 preceding the month in which such person dies, retires or is separated from the
2 service of the City.

3 16.6 Calculation of Payment.

4 A. Normal payments - in general.

5 (1) Such longevity pay shall be paid to each eligible employee in
6 January and July of each year and shall normally cover the six (6)
7 months preceding the month in which payment is made.

8 (2) Longevity pay for each eligible employee shall be calculated by
9 multiplying the base pay of such employee for the month in which
10 such longevity pay is to be paid by the number of months
11 intervening from the month preceding the month in which longevity
12 pay was last made to and including the month preceding the month
13 in which payment of longevity pay is to be made. The results thus
14 obtained shall then be multiplied by the applicable percentage rate
15 as shown in the schedule in Section 16.1 and the result shall be the
16 amount of longevity to be paid.

17 B. Proration

18 Notwithstanding the provisions of Subsection 16.6A above, the provisions
19 of this Subsection 16.6B shall apply when applicable:

20 In the event an employee's anniversary of his/her adjusted service date
21 for longevity purposes falls within any six (6) month period for which the
22 employee is being paid under the provisions hereof, then the number of
23 full months service in such period after the said employee's anniversary of
24 his/her adjusted service date shall be computed at the higher rate
25 indicated above and the remainder of the months shall be calculated at
26 the lower rate indicated above. (Example: if an employee hired out as a
27 regular full-time employ~~ee~~ with the City on January 13, 1978, the
28 employee's twenty (20) year anniversary of his/her adjusted service date
29 would be on January 13, 197~~9~~8. For the payment in July 197~~9~~8, the

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1 employee would receive payment for January 1979~~8~~⁹, calculated at the
2 four percent (4%) rate and for February, March, April, May and June
3 1979~~8~~⁹, calculated at five percent (5%) rate.)

4 5 **ARTICLE 17**

6 **HOSPITALIZATION AND LIFE INSURANCE**

7 17.1 Any future premium increases in Health Insurance shall be shared equally by the
8 employee and the employer; provided that the employee shall not pay more than
9 twenty percent (20%) of the total premium for Employee only coverage.

10 17.2 Regular part-time employees shall pay bi-weekly for Health Insurance on a three
11 quarter (¾) or one-half (½) time based upon the budgeted level of their part-time
12 position.

13 17.3 The City, during the term of this Agreement, will pay one hundred percent
14 (100%) of the premium cost for life insurance.

15 17.4 The City may open this article at anytime during the term of this agreement with
16 thirty (30) days' notice to the FOP.

17 17.5 Employees covered by this Agreement who retire during the term of this
18 Agreement shall receive the Retiree Insurance Benefit as described below,
19 ending the month of September, 2013, unless changes to said Benefit described
20 below are negotiated in accordance with Chapter 447, Florida Statutes. After the
21 month of September, 2013, unless changes to said Benefit described below are
22 negotiated in accordance with Chapter 447, Florida Statutes, the City shall have
23 no obligation whatsoever to make any payment for any retiree insurance
24 benefits, described below, or as provided by any ordinance of the City of
25 Gainesville or otherwise provided for any employee covered by this Agreement.

26 The City's contribution towards a monthly premium shall be determined as
27 follows:

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

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

4 Minus \$5.00 x the number of years of age and portion thereof under
5 65, on the date the retiree first accesses (enters) the retiree health
6 insurance program

7
8 Such Retiree who entered a regular DROP before September 1, 2008,
9 shall have the period of employment while in the regular DROP added
10 to the years of credited service for the purposes of calculation
11 described in this subsection (a).

12 (b) Disability retirement. The amount that the city will contribute towards
13 the required premium, for covered employees who became retirees
14 based upon an application for disability retirement submitted after the
15 effective date of this Section 17.5 will be:

16 (1) For approved "in-line-of-duty" disabilities under the consolidated
17 police officers and firefighters retirement plan, the city will
18 contribute towards an individual premium an amount equal to 80
19 percent of the individual premium of the least costly (lowest
20 premium) city group health insurance plan option being offered at
21 the time the disability retirement is approved.

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

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

4
5 (c) The City’s amount of contribution toward the monthly premium,
6 calculated under (a) or (b) above, will be adjusted annually at a rate of
7 50% of the annual percentage change in the individual premium of the
8 least costly option offered the prior plan year. The adjustment will
9 occur at the beginning of the first Plan Year after the initial city
10 contribution has been determined. The amount of city contribution the
11 retiree would initially be eligible for, calculated as of the date of
12 retirement, will be adjusted annually, whether or not the retiree has
13 chosen to enter the retiree health insurance program immediately
14 upon retirement.

15 (d) City’s Contribution

16 (1) In no event shall the city’s contribution toward a premium as
17 described above, exceed the amount of the premium the city
18 contributes for active covered employees for the least costly (lowest
19 premium) city group health plan option being offered at that time, for
20 the applicable tier of coverage involved. In the event that the eligible
21 retiree has elected to participate in the city sponsored, if any, Medicare
22 supplement plan in lieu of participating in the city group health plan(s),
23 the city’s contribution shall not exceed the amount of the premium for
24 the Medicare supplement plan.

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

1
2
3 **ARTICLE 18**

4 **TUITION REIMBURSEMENT**

- 5 18.1 Tuition Reimbursement shall be administered in accordance with City of
6 Gainesville ~~Personnel~~ HR Policy ~~B-1 number 21~~, which was revised on
7 ~~7/28/07~~ 10/4/12. The City will not substantially modify application of this policy,
8 as pertains to employees covered by this Agreement, unless the Union is
9 provided an opportunity to negotiate in accordance with Chapter 447, Florida
10 Statutes, concerning the change.
- 11 18.2 The City of Gainesville will provide funding to support this program and to assist
12 employees with accredited educational tuition costs. An attempt will be made to
13 distribute above said funds so they will be available for each school term.

14
15 **ARTICLE 19**

16 **MISCELLANEOUS EMPLOYEE BENEFITS**

- 17 19.1 The City, during the term of this Agreement (October 1, ~~2007-2010~~ – September
18 30, ~~2010~~ 2013), will provide a dry cleaning allowance each year of the agreement in
19 the amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or
20 about October 1st, and April 1st.

21
22 The City, during the term of the Agreement (October 1, ~~2007-2010~~ – September
23 30, ~~2010~~ 2013), shall provide an annual clothing allowance to all personnel
24 assigned to plain clothes each year of the agreement in the amount of: \$575.00.
25 One-half (½) shall be paid on a pro-rata basis on or about September 30, and
26 April 1st.

27
28 ~~Each~~ Beginning with the third fiscal year (October 1, 2012 – September 30, 2013)
29 of this Agreement, all employees covered by this Agreement shall receive one

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1 hundred (\$100.00) dollars annual leather allowance, to be paid within the first
2 quarter of the fiscal year.

3
4 In the event ratification occurs after one or more payments would have been
5 made, the City agrees to provide full payment for any part of the allowances
6 described above that are otherwise due. Such payment shall be made within
7 sixty (60) days of ratification of this Agreement.

8
9 There shall be no allowances under this article after September 30, 2013, unless
10 and until there is a new Agreement in effect providing for such allowance.

11
12 19.2 Annual health assessments will be given employees covered by this Agreement.
13 Periodic physical examinations will be given to employees covered by this
14 Agreement as follows: Type A at employment and at age 40, 50 and 60. Type B
15 at age 30, 35, 45 and 55. The City's ~~Occupational Health Nurse~~Employee
16 Health Services and/or City doctor may prescribe more extensive tests (~~i.e.g.~~,
17 stress, EKG) should the physical history or preliminary lab work indicate a need
18 for a more extensive physical examination.

19 19.3 In the event of death, all compensation due to the employee as of the effective
20 date of death shall be paid to the beneficiary, surviving spouse, or to the estate
21 of the employee as determined by law or by executed forms in his/her personnel
22 folder.

23 19.4 When an employee is required to use his/her personal automobile in the
24 performance of City business, said employee will be reimbursed for operating
25 expenses at the rate outlined in the City's Travel Policy, exclusive of mileage
26 traveled to and from his/her work location.

27 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program
28 for local and state law enforcement officers and correctional officers (F.S.943),

1 then the City shall, upon request, meet and confer with the FOP concerning the
2 City's adoption and funding of an analogous program.

3 19.6 General: Leave Bank

4 A. An employee having used all his/her sick and vacation leave due to
5 absence resulting from a serious illness, accident or disability of the
6 employee, or of the employee's immediate household family (defined as
7 spouse, or certified/registered domestic partner or dependent children, or
8 mother, or father, living in the same domicile), where the employee's
9 presence is needed, may receive vacation leave donated on a strictly
10 voluntary basis by fellow employees. Fellow employees may contract to
11 donate a minimum of two (2) hours of their vacation leave time to the
12 affected employee. The maximum number of hours an employee may
13 donate is forty (40) hours for employees working a 40-hour workweek.
14 The total donated time from fellow employees shall not exceed 480 hours,
15 except as provided below. ~~Serious illness, accident or disability is defined
16 to include only those instances where an employee is expected to be
17 absent for at least thirty (30) consecutive calendar days or in the case of a
18 serious illness, etc., of a member of the employee's immediate household,
19 only those instances in which the employee's presence is expected to be
20 needed for at least thirty (30) consecutive calendar days.~~

21 There shall be no restrictions on the amount of hours that may be donated
22 in instances where the serious illness, accident or disability is expected,
23 based upon a reasonable medical probability, to result in death within one
24 (1) year from the creation of the leave bank.

25 B. ELIGIBILITY

26 Only regular full-time employees having completed initial probationary
27 period may receive donated vacation leave from fellow employees, or
28 volunteer to donate vacation leave to a fellow employee.

29 C. TIME LIMIT

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1 The sick or disabled employee will remain on the payroll until he/she is
2 able to return to work, donated leave expires, or until the doctor
3 determines the employee's illness or accident has become a total and
4 permanent disability, whichever comes first. If the illness or accident is
5 total and permanent, employee should file for disability retirement with the
6 Social Security Administration and the City of Gainesville. During the time
7 in which the sick or disabled employee is receiving donated vacation leave
8 from fellow employees, he/she will not be eligible to earn (accrue) sick
9 leave or vacation leave. In the case of the employee whose immediate
10 household member is sick or disabled, such employee shall remain on the
11 payroll until his/her presence is no longer needed or the donated leave
12 expires. While the employee remains on payroll in this situation, he/she
13 will not be eligible to earn (accrue) sick leave or vacation leave.

- 14 D. In addition to the procedures described in items A through C above, an
15 employee may, with the following additional restrictions, receive voluntarily
16 donated vacation leave in advance of having used up all of his or her sick
17 leave. In those situations where an employee is absent due to serious
18 illness, accident or disability, which condition is expected, based upon
19 reasonable medical probability, to result in death within one (1) year from
20 the creation of the Leave Bank, the Leave Bank may be created and
21 donated vacation leave credited to the employee's sick leave account
22 prior to the employee having exhausted his or her own earned sick leave.
23 Utilization of donated vacation leave in this manner is limited to those
24 situations in which the employee, at the time the authorization to create a
25 Leave Bank is given, had at least eighty percent (80%) of the credited
26 service needed for normal retirement and was otherwise eligible for
27 normal retirement.

28 19.7 The take-home car program shall be amended as follows:

- 1 A. All employees who have a Police Department take-home vehicle, shall be
2 permitted to use the take-home vehicle within Alachua County for the
3 purposes of driving to and from work, attending accredited schools
4 (educational classes), picking up uniforms from the dry cleaners, or
5 engaging in physical fitness activity, or unless justified for operational
6 purposes designated by the Chief, i.e. on call.
- 7 B. In addition, employees may transport passengers who are not City
8 employees and are not on City business during the employee's off-duty
9 hours under the following conditions:
- 10 1. Passengers are restricted to the employee's family members as
11 defined in Article 12.2D of this Agreement;
 - 12 2. Transportation is limited to driving family members to and from
13 daycare or school;
 - 14 3. The employee must submit a list of those family members to be
15 transported, along with the address(es) of the daycare or school, to the
16 Chief of Police or designee and receive written approval prior to
17 transporting any person not a City employee or a person on City
18 business;
 - 19 4. Any change in the number or identity of family members to be
20 transported must be made in writing to the Chief of Police or designee
21 for approval at least fifteen (15) days prior to beginning the change;
 - 22 5. The officer shall purchase at his/her sole expense, liability coverage on
23 the vehicle assigned to him/her and the City of Gainesville shall be
24 named an additional insured. The employee must also provide
25 Personal Injury Protection (PIP) coverage as required by statute. The
26 limits of the liability coverage shall be at least \$100,000 per individual
27 and \$300,000 per occurrence. Proof of insurance shall be submitted
28 to the Chief of Police or designee upon beginning this program and
29 shall be verified on an annual basis;

1 6. The officer shall maintain the required automobile liability and PIP
2 coverage for as long as the member participates in the take-home
3 vehicle program and when passengers under this subsection may be
4 transported. The required automobile liability and PIP coverage shall
5 be in place prior to the officer transporting a family member in the City
6 vehicle. Thirty (30) days notice shall be provided to the City of
7 Gainesville before the insurance coverage on the vehicle can be
8 cancelled or reduced below required limits;

9 7. The officer shall execute an affidavit, prior to transporting any family
10 member, that he/she has read the conditions and that he/she has
11 complied with said conditions;

12 8. Failure to adhere to all of the conditions provided herein shall subject
13 the member to disciplinary action up to and including termination.

14 C. Employees who are required to take police-related action during off-duty
15 hours and as a result of driving a take-home vehicle (in accordance with
16 Department Manual), shall do so at the appropriate rate of pay and only
17 for the actual hours worked. Call out pay shall not be applicable.
18 Guidelines shall be established by the Police Department and included in
19 the Department Manual.

20 D. Employees shall not be eligible for a take-home vehicle unless they live
21 within Alachua County.

22 E. Employees shall not be eligible for a take-home vehicle while on restricted
23 duty or while suspended from duty.

24 19.8 Upon ~~final~~ ratification of this Agreement, a monthly cell phone stipend of \$15 will
25 be provided to all FOP-covered employees provided they have a personal cell
26 phone, use their personal cell phone for City business during normal business
27 hours and are not issued a ~~Departmental~~-City cell phone. The Department
28 reserves the right to determine who is issued a ~~Departmental~~-City cell phone ~~in~~
29 ~~lieu of the stipend~~. Employees without a personal cell phone will not receive the

1 stipend. Employees who utilize a personal or City-issued cell phone to conduct
2 official City business have no reasonable expectation of privacy when doing so.
3 Employees receiving the stipend are expected to utilize their personal cell phone
4 to conduct official business during their normal business hours.

5 6 **ARTICLE 20**

7 **WORKERS' COMPENSATION**

8 20.1 Payment of workers' compensation benefits to all employees who are disabled
9 because of an injury arising out of, and in the course of, performing their duties
10 with the City will be governed as follows: full workers' compensation benefits as
11 provided in accordance with the Workers' Compensation Law, Chapter 440,
12 Florida Statutes.

13 20.2 ~~Whenever an employee is absent due to a compensable injury, he/she shall~~
14 ~~receive his/her regular pay for the first fifteen (15) calendar days of such~~
15 ~~absence.~~ When an employee is absent due to a compensable injury as a result
16 of responding to, during or returning from incidents actively engaging in official
17 police duties as determined by management, he/she shall receive his/her
18 regular pay for the first thirty (30) calendar days of such absence. However, in
19 the case of an accident in which the thirty- (30-) day injury leave applies and
20 where the employee is determined to be at fault, the amount of injury leave shall
21 be fifteen (15) calendar days. But, such payment shall not, when added to
22 workers' compensation benefits, total more than the normal take home pay
23 (gross base pay minus taxes) received by the employee immediately prior to
24 such absence.

25 20.3 An employee sustaining a lost-time injury may use earned but unused sick or
26 annual leave. The request must be made to the Department Head to allow the
27 employee to remain on full pay for the period which can be covered by the sick

1 leave or annual leave balance when pro-rated with the amount being paid by
2 workers' compensation as set forth in paragraph 20. 1.

3 20.4 After employees are authorized to return to rehabilitative duty, they shall receive
4 no further benefits under this Article nor shall they be entitled to elect to take sick
5 leave in lieu of returning to work.
6

ARTICLE 21
LEAVE OF ABSENCE

21.1 GENERAL INFORMATION:

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

- ~~21.1~~ A. Leaves of absence ~~without pay~~ will be granted for Family and Medical Leave (FMLA) - See Section 21.~~8~~6.
- B. Leaves of absence may be granted under conditions similar to FMLA for employees to care for Certified or Registered Domestic Partners (Partner Leave) – See Section 21.9.
- C. Leaves of absence without pay may be granted for Personal Leave - See Section 21.~~17~~0.

~~21.2~~ Eligibility:

- ~~A.~~ ~~Employees in regular full-time status must have provided at least 1,250 hours of service in the 12 months before the leave would begin. Employees in regular part-time status must have provided at least 1,040 hours of service in the 12 months before the leave would begin.~~
- ~~B.~~ ~~Prior to requesting leave without pay, employees must first exhaust all applicable accrued sick, vacation, and paid personal leave. The total leave time will be an aggregate of accrued sick, and/or vacation and paid personal leave and leave without pay. (Family and medical leave – up to, but not to exceed, 12 weeks). In any case, combined leave of any type (except Military Leave) cannot exceed one year.~~
- ~~•~~ ~~Medically related leave – applicable accrued sick leave must be exhausted first, then accrued vacation and paid personal leave are used second, followed by approved leave without pay.~~

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- ~~• Non-medically related leave all accrued vacation and paid personal leave must be exhausted, followed by approved leave without pay.~~

21.32 Leave Request Procedure:

A. Employees are expected to be familiar with and are required to follow the leave procedures as outlined in the [Leave Request](#) Procedures Section. Leave requests for less than one full pay period should be handled with a Personnel Leave Request Form attached to the time sheet. [Employees may be required to periodically report on his/her status and intention to return to work and may be subject to loss of benefits and/or discipline for failure to do so.](#)

~~B. The City may require an employee to provide a doctor's certification of serious health condition. The employee should try to respond to such a request in a timely manner. Failure to provide certification may result in denial of continuation of the leave. Medical leave certification may be provided by using the Medical Certification Form.~~

21.43 Continuity of Service:

Leave without pay which is approved in accordance with these procedures shall not constitute a break in service, but will constitute an adjusted service date. If leave is ninety (90) days or longer, the employee's pension service date will be affected.

21.54 Expiration of Leave and Reinstatement:

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

21.5 Extension of Leave

If an extension of the leave is required, a request for the extension must be submitted on the Leave Request Form at least five days in advance of the leave expiration. Consideration of an extension will be based on the same criteria as the original request. Failure to return to work at the expiration of the leave may result in termination.

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1 ~~21.6 Definition:~~

2 ~~Applicable sick leave is sick leave available pursuant to Article 12 of this~~
3 ~~Agreement.~~

4 ~~21.7 Parental Leave:~~

5 ~~A. In instances of parental leave, for the care and custody of the employee's~~
6 ~~natural or adoptive newborn infant, sick leave up to 50% of that available~~
7 ~~in the pay period prior to the date of birth, or twelve (12) days (whichever~~
8 ~~is greater), may be taken during the first six weeks following the infant's~~
9 ~~birth.~~

10 ~~B. Employees receiving parental leave may be required to submit evidence~~
11 ~~of date of birth, custody, and location of the infant for whom parental leave~~
12 ~~is sought.~~

13
14 21.86 Family and Medical Leave

15 ~~A. In compliance with the Federal Family and Medical Leave Act of~~
16 ~~1993, Eligible employees may take~~ a maximum of twelve (12) weeks of Family
17 and Medical Leave in their FMLA leave year. This leave may be paid if
18 applicable leave is available or the leave may be unpaid. The FMLA leave year
19 is defined as the twelve- (12-) month period measured from January 1 of each
20 year. without pay in a 12-month period measured forward from January 1 of the
21 ~~current calendar year will be granted as follows for:~~

22 FMLA will be granted for:

- 23 ~~A.~~ 1. The birth of a child and care for a child following a birth;
- 24 ~~B.2.~~ The placement of a child with the employee. Leave must be
25 taken within twelve (12) months following placement. A "child"
26 ~~includes a biological, adopted or foster child, stepchild, a legal~~
27 ~~ward, or a child for whom the employee stands in loco parentis~~
28 ~~(i.e., in the place of a parent) who is under 18 years of age; or 18~~

1 ~~years of age or older and incapable of self care because of a~~
2 ~~mental or physical disability.~~

3 ~~— C.3. To care for the spouse, child, or parent of the employee who~~
4 ~~has a "serious health condition"**. A "parent" means the biological~~
5 ~~parent of an employee or an individual who stood in loco parentis~~
6 ~~to an employee when the employee was a son or daughter.~~

7 ~~— D.4. If the employee is unable to perform his or her own job~~
8 ~~because of the employee's own serious health condition.~~

9 ~~• Employees with questions about what illnesses are covered by this~~
10 ~~section of the policy or under the City's sick leave policy are encouraged~~
11 ~~to consult with the Human Resources Department.~~

12 ~~• Documentation of relationships or illnesses will be required in a timely~~
13 ~~manner.~~

14 ~~— E. Under this section, leave after the birth or placement of a child must be~~
15 ~~taken within twelve months after the birth or placement.~~

16 ~~— F.5. Because of "any qualifying exigency" arising out of the fact~~
17 ~~that the spouse, son, daughter, or parent of the employee is on a~~
18 ~~covered active duty assignment, or has been notified of an~~
19 ~~impending call to active duty status, in support of a contingency~~
20 ~~operation, as a member of the ~~Reserves~~ or a retired member of~~
21 ~~the Regular Armed Forces or Reserves.~~

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

1
2 If both the husband and wife are employed by the City, then the aggregate
3 number of workweeks of leave to which both husband and wife may be
4 entitled under this subsection may be limited to twenty-six (26) weeks
5 during the single twelve- (12-) month period described in this subsection B
6 if the leave is

- 7 (i) leave under subsection B; or
8 (ii) a combination of leave under subsection A and leave under
9 subsection B above.

10 C. Eligibility Requirements

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

14 G.D. Definition of Serious Health Condition

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

- 17 (i) inpatient care at a hospital, hospice, or residential medical care
18 facility, or
19 (ii) continuing treatment by a health care provider.
20 (iii) For the purposes of leave under 21.8.1, in case of a member of the
21 Armed Forces, including a member of the National Guard or
22 Reserves, means an injury or illness incurred by the member in line
23 of duty on active duty in the Armed Forces that may render the
24 member medically unfit to perform the duties of the member's
25 office, grade, rank or rating.

26 Subject to certain conditions, the continuing treatment requirement may
27 be met by a period of incapacity of more than three (3) consecutive
28 calendar days combined with at least two (2) visits to a health care
29 provider or one (1) visit resulting in a regimen of continuing treatment;

1 incapacity due to pregnancy; or incapacity due to a chronic, permanent or
2 long-term serious health condition.

3 ~~21.8.1 An eligible employee who is the spouse, son, daughter, parent or next of kin of a~~
4 ~~covered servicemember, as defined by the FMLA, who is recovering from a~~
5 ~~serious illness or injury sustained in the line of duty on active duty is entitled to~~
6 ~~up to 26 weeks of leave in a single 12-month period to care for the~~
7 ~~servicemember. This military caregiver leave is available during “a single 12-~~
8 ~~month period” during which an eligible employee is entitled to a combined total of~~
9 ~~26 weeks of all types of FMLA leave.~~

10 ~~21.8.2 The aggregate number of workweeks of leave to which both husband and wife~~
11 ~~may be entitled under section 21.8.1 may be limited to 26 workweeks during the~~
12 ~~single 12-month period described in subsection 21.8.1 if the leave is~~

13 ~~———— (i) ——— leave under subsection 21.8.1; or~~

14 ~~———— (ii) ——— a combination of leave under subsection 21.8.1 and leave~~
15 ~~described in 21.8.~~

16 E. Use of Leave

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

24 F. Substitution of Paid Leave for Unpaid Leave

25 The City requires the use of all appropriate accrued paid leave while
26 taking FMLA leave (see 21.7).

27
28 G. Employee Responsibilities

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

5
6 Employees must provide sufficient information for Employee Health
7 Services (EHS) to determine if the leave qualifies for FMLA protection and
8 the anticipated timing and duration of the leave. Sufficient information
9 may include that the employee is unable to perform job functions, the
10 family member is unable to perform daily activities, the need for
11 hospitalization or continuing treatment by a health care provider and
12 information on symptoms, diagnosis, hospitalization, examination results,
13 whether medication has been prescribed, any referrals for treatment
14 (physical therapy, for example), any other regimen of continuing
15 treatment, or circumstances supporting the need for military family leave.

16
17 Employees also must inform EHS if the requested leave is for a reason for
18 which FMLA was previously taken or certified, and may be required to
19 provide a certification and periodic recertification supporting the need for
20 leave. Documentation must be provided in a timely manner, or FMLA
21 leave may be denied, use of paid leave may be denied, employees may
22 lose job benefits and protections, and may be subject to disciplinary
23 action.

24
25 H. ~~Conditions~~ **CONDITIONS:**

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

- 1 2. Employees may take Family and Medical Leave in twelve (12)
2 consecutive weeks, may use the leave intermittently, or under
3 certain circumstances may use the leave to reduce the workweek
4 or workday, resulting in a reduced hour schedule. Except for care
5 for a covered service member, the FMLA-covered leave may not
6 exceed a total of twelve (12) weeks in the twelve- (12-) month
7 period measured forward from January 1. However, for the birth,
8 placement, adoption of a child, or bonding/well newborn care after
9 such the City and the employee must mutually agree to the
10 schedule before the employee may take leave intermittently or work
11 a reduced hour schedule.
- 12 3. The City may temporarily transfer an employee to an available
13 alternative position with equivalent pay and benefits if the
14 employee is qualified for the position and if the alternative position
15 would better accommodate the intermittent or reduced schedule.
- 16 4. If an employee out on regular paid leave seeks to extend that leave
17 under the provisions of the Family and Medical Leave Act, the City
18 may classify and apply leave already taken towards the employee's
19 twelve- (12-) week total upon appropriate information from the
20 employee.
- 21 5. The employee's position may be filled by a temporary appointment
22 or assignment of another employee. At the expiration of the leave,
23 the employee shall be reinstated in the position vacated, if it exists
24 and reinstatement is otherwise warranted.
- 25 6. Except as provided herein, the employee, upon returning to work
26 from a medical leave, must report to Employee Health Services.
27 The employee may be required to submit a written approval from
28 his/her healthcare provider stating the employee is approved to
29 return to work. The employee may be required to complete a

1 fitness for duty examination related to the serious health condition
2 for which the employee was absent on FMLA leave.

3 7. While the employee is on medical leave, the City will continue the
4 employee's health benefits during the leave period at the same
5 level of benefits and under the same conditions as if the employee
6 had continued to work. An employee on paid medical leave
7 continues to pay the contribution rate via payroll deduction as when
8 an active employee. An employee on unpaid leave continues to
9 pay the contribution as when an active employee. In this case, the
10 employee must continue to make this payment either in person or
11 by mail to the City's Risk Management Department. Payment must
12 be received by the last day of the month prior to each month of
13 coverage. If the payment is more than thirty (30) days late, the
14 employee's health care coverage may be dropped. The City will
15 notify the employee in writing at least fifteen (15) days before the
16 date that health coverage is retroactively cancelled, or at the City's
17 option, it may pay the employee's share of the premiums during
18 unpaid medical leave and recover those payments from the
19 employee upon the employee's return to work.

20 If the employee chooses not to return to work for reasons other
21 than a continuation, recurrence, or onset of a FMLA qualifying
22 serious health condition or for other circumstances beyond the
23 control of the employee, the City will require the employee to
24 reimburse the City the amount it paid for the employee's health
25 insurance premium during the leave period through deducting from
26 any sums due the employee arising out of the employment
27 relationship, or by initiating legal action against the employee to
28 recover such costs.

1 21.7 How available paid leave is applied to an FMLA or Partner Leave
2 qualifying event

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

7 B. Designated Leave System

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

27 21.98 FMLA and Partner Leave Definitions

28 ~~———— Prior to requesting applicable leave without pay, employees must first exhaust all~~
29 ~~applicable accrued sick and vacation leave.~~

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

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

9 ~~Serious Health Condition: serious health condition is an illness, injury,~~
10 ~~impairment, or physical or mental condition that involves: (FMLA and~~
11 ~~Partner)~~
12 ~~inpatient care at a hospital, hospice, or residential medical care facility,~~
13 ~~or~~
14 ~~continuing treatment by a health care provider.~~

15 DC. Leave Year: The twelve- (12-) month period measured forward from
16 January 1 each year, except in the case of covered service member
17 caregiver leave (see 21.6B).

18 21.409 Certified or Registered Domestic Partner medical leave (Partner)

19 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
20 medical leave in the FMLA leave year. Eligible employees may also take
21 covered service member caregiver leave, if the covered service member
22 is the eligible employee's Certified or Registered Domestic Partner, for a
23 maximum twenty-six (26) weeks as described in 21.6B. Unless otherwise
24 required by law, in all cases, the amount of partner leave available to an
25 employee and FMLA leave combined may not exceed a total of twelve
26 (12) weeks in the FMLA (for care for Partners who are covered
27 servicemembers leave year, twenty six (26) weeks in the covered
28 servicemember leave period), as the case may be, unless otherwise
29 required by law may be reduced by leave taken pursuant to 21.6, FMLA,

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1 during the same leave year. This leave may be paid if applicable leave is
2 available or the leave may be unpaid. The FMLA Leave Year is defined
3 as the twelve- (12-) month period measured forward from January 1 each
4 year.

5 B. Partner leave will be granted for, and under the same conditions as FMLA
6 leave to care for a spouse, or covered service member.

7
8 ~~21.10 Leave without pay will not be considered time worked for purposes of accruing~~
9 ~~seniority, longevity, vacation, sick or other employee benefits.~~

10 ~~21.11 If the husband and wife both work for the City, each employee is entitled to a~~
11 ~~total of twelve (12) weeks of leave during the leave year (defined as the twelve-~~
12 ~~(12-) month period measured forward from January 1 of the current calendar~~
13 ~~year). If the leave is to care for a new child (by birth or placement) or to care for~~
14 ~~a sick child, each employee is entitled to twelve (12) weeks.~~

15 ~~21.12 A. The employee may take Family and Medical Leave in twelve (12)~~
16 ~~consecutive weeks, may use the leave intermittently (take a day~~
17 ~~periodically when needed over the year), or under certain circumstances~~
18 ~~may use the leave to reduce the workweek or workday, resulting in a~~
19 ~~reduced-hour schedule. In all cases, the leave may not exceed a total of~~
20 ~~twelve (12) weeks over a twelve (12) month period. However, for the~~
21 ~~birth, adoption or foster care of a child, the City and the employee must~~
22 ~~**mutually agree** to the schedule before the employee may take the leave~~
23 ~~intermittently or work a reduced-hour schedule.~~

24 ~~B. The City may temporarily transfer an employee to an available alternative~~
25 ~~position with equivalent pay and benefits if the employee is qualified for~~
26 ~~the position and if the alternative position would better accommodate the~~
27 ~~intermittent or reduced schedule.~~

28 ~~21.13 The employee may be required to report periodically on his/her status and~~
29 ~~intention to return to work.~~

1 ~~21.14 The employee's position may be filled by a temporary appointment or~~
2 ~~assignment of another employee. At the expiration of the leave, the employee~~
3 ~~shall be reinstated in the position vacated.~~

4 ~~21.15 Except as provided herein, the employee, upon returning to work from a medical~~
5 ~~leave must report to Employee Health Services. The employee may be required~~
6 ~~to submit a written approval from his/her health care provider stating the~~
7 ~~employee is approved to return to work. The employee may be required to~~
8 ~~complete a health examination.~~

9 ~~21.16 A. While the employee is on Family and Medical Leave, the City will continue~~
10 ~~the employee's health benefits during the leave period at the same level~~
11 ~~of benefits and under the same conditions as if the employee had~~
12 ~~continued to work.~~

13 ~~— B. Under current City procedures, an employee on paid leave continues to~~
14 ~~pay the contribution rate via payroll deduction as when an active~~
15 ~~employee. An employee on unpaid Family and Medical Leave continues~~
16 ~~to pay the contribution as when an active employee; however, the~~
17 ~~employee must continue to make this payment either in person or by mail~~
18 ~~to the City's Risk Management Department. Payment must be received~~
19 ~~by the last day of the month prior to each month of coverage. If the~~
20 ~~payment is late, the employee's health care coverage may be dropped for~~
21 ~~the duration of the leave.~~

22 ~~— C. If the employee chooses not to return to work for reasons other than a~~
23 ~~continuation, recurrence, or onset of a serious health condition or for other~~
24 ~~circumstances beyond the control of the employee, the City will require~~
25 ~~the employee to reimburse the City the amount it paid for the employee's~~
26 ~~health insurance premium during the leave period.~~

27 ~~***REVIEW AND READ CAREFULLY THE SECTION ON "PROCEDURES" PRIOR TO**~~
28 ~~**REQUESTING FAMILY AND MEDICAL LEAVE.**~~

29 ~~**PERSONAL LEAVE:**~~

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1 21.170 Personal Leave

2 A. An employee may be granted a Personal Leave ~~without pay~~ for a period
3 of time not to exceed a total of one (1) year, for the following reasons:

4 ~~1.~~ 1. Health or family related problems not defined within Family and Medical
5 Leave Policy or beyond the time limits of the FMLA or beyond the scope
6 of leave available for Certified or Registered Domestic Partners

7 ~~2.~~ 2. Education

8 ~~3.~~ 3. Military leave not covered under Military Leave Policy

9 ~~4.~~ 4. Extenuating personal reasons

10 B. ~~CONDITIONS~~ Conditions:

11 1. Employees must apply for Personal Leave in writing at least ten (10)
12 working days prior to the beginning of the leave. Personal Leave may
13 be granted and if granted may be paid, unpaid, or a combination of
14 paid and unpaid leave. Prior to being placed on unpaid Personal
15 Leave under this section, employees must first exhaust all accrued
16 vacation and personal leave.

17 2. Unpaid leave for one (1) full pay period or more will not be considered
18 time worked for purposes of accruing seniority, longevity, vacation, or
19 sick or other employee benefits.

20 ~~21.18 Prior to requesting leave under this section, employees must first exhaust all~~
21 ~~accrued leave (applicable to the leave requested).~~

22 ~~21.19 Leave will not be considered time worked for purposes of accruing seniority,~~
23 ~~longevity, vacation, sick or other employee benefits.~~

24 ~~21.20~~ 3. During an employee's approved ~~p~~Personal ~~l~~Leave ~~without~~
25 ~~pay, their~~ his/her position may be filled by a temporary appointment, or
26 regular assignment of another employee. At the expiration of the
27 leave, the employee shall be reinstated to the position vacated if it has
28 not been filled permanently during the leave. If the position has been
29 filled, then the employee will be reinstated to another position which is

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

5 21.214. The employee shall not accept part or full-time employment
6 elsewhere while on leave of absence unless such employment was
7 previously approved and is not conducted during normal working
8 hours.

9 21.225. Upon returning to work from a medical leave~~To return to~~
10 work the employee must report to Employee Health Services; ~~and;~~
11 ~~The~~ employee may be required to submit a written approval from
12 his/her health care provider ~~releasing him/her for~~stating the employee
13 is approved to return to work. The employee may be required to
14 complete a ~~health~~fitness for duty examination.

15 21.236. An employee on unpaid personal leave must contact the
16 City of Gainesville's Risk Management Department to obtain a COBRA
17 Notification Form. The COBRA Notification Form outlines the terms
18 and conditions of the Consolidated Omnibus Budget Reconciliation
19 Act, COBRA rates, when payments are due, and where payments are
20 to be mailed. Payment must be received by the last day of the month
21 prior to each month of coverage. If the payment is more than thirty
22 (30) days late, the employee's health care coverage may be dropped
23 for the duration of the leave. The City will notify the employee in
24 writing at least fifteen (15) days before the date that health coverage
25 retroactively is cancelled, or at the City's option, it may pay the
26 employee's share of the premiums during the unpaid medical leave
27 and recover those payments from the employee upon the employee's
28 return to work. If the employee chooses not to return to work, the City
29 will require the employee to reimburse the City the amount paid for the

1 employee's health insurance premium during the leave period through
2 deducting from any sums due the employee arising out of the
3 employment relationship, or by initiating legal action against the
4 employee to recover such costs.

5 ~~*REVIEW AND READ THE SECTION ON "PROCEDURES" PRIOR TO REQUESTING~~
6 ~~PERSONAL LEAVE.~~

7

ARTICLE 22
MILITARY LEAVE

22.1 Active duty

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

22.2 Reserve or Guard Annual Training

The City shall grant a military leave of absence with pay to any employee called to temporary active or inactive duty for annual training purposes with the National Guard, or a reserve unit of the United States, or for attending evening or weekend military annual training which conflicts with his/her work schedule. Time off shall be granted for the purpose of attending the annual military training for a period not to exceed ~~seventeen (17)~~ two hundred forty (240) hours (30 eight-hour working days) in any one calendar year.

22.3. Reserve or Guard Active Military Service (not annual training).¹

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

22.4 Computing Time Under This Article

With respect to any officer or employee whose working day consists of a shift measured in hours, each 12-hour shift or less shall equal one (1) working day leave of absence. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.

22.5 Requests for Military Leave

The employee is required to submit a copy of orders or statement from the appropriate military commander as evidence of such duty to his/her Department Head. The orders or statement must be attached to a Personnel Authorization

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1 Form requesting military leave. The request must be sent to the Human
2 Resources Department for processing.

3
4 22.6 Military Leave Without Pay

5 In the event military leave is required in excess of the time allowed in paragraphs
6 22.2 and 22.3, the employee may be granted additional leave without pay or
7 he/she may elect to use earned vacation (annual leave). Use of vacation
8 (annual leave) will not be required prior to allowing leave without pay.

9
10 **ARTICLE 23**

11 **JOB VACANCY - PROBATION - PROMOTION**

12 23.1 The following factors shall be considered in selecting employees for promotion:

13 A. Sufficient ability and qualifications to perform the work as indicated in the
14 job descriptions. If the number of candidates meeting the minimum
15 qualifications as stated in the job announcement exceeds twelve (12),
16 further screening may be utilized. Candidates' ability and qualifications
17 may be evaluated by written examinations, oral examinations, [candidate](#)
18 [profiles](#) and/or assessment centers. In the event an oral examination is
19 utilized to evaluate a candidate's abilities and qualifications, the
20 composition of the oral examination board will be agreed upon by the FOP
21 and the City. Any disagreement between the Chief of Police and the FOP
22 will be resolved by the City Manager.

23 B. The results of the promotional assessment process shall be valid for the
24 twenty-four (24) months from the posting date of the list of candidates
25 recommended for promotion. Promotional processes may be ~~provided~~
26 [held](#) on an annual basis [if the number of successful candidates falls below](#)
27 [an acceptable number as determined by the Chief of Police.](#) ~~_, if so, then~~
28 ~~the successful candidates will be added to the eligibility list~~ [When a new](#)

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1 process is held, all candidates who wish to be considered for promotion
2 must participate in the new process.

3 C. Promotional candidate selection shall be made from an alphabetical list of
4 candidates who have passed all components of the selection process.

5 ~~C. The application of affirmative action principles and goals will apply only to~~
6 ~~those unit members progressing through the full selection process.~~

7 D. Length of Service for eligibility for promotion:

8 Corporal Currently a sworn Police Officer with GPD
9 having held that rank for at least the three (3)
10 full consecutive years immediately preceding
11 application.

12
13 Sergeant Currently a Corporal with GPD having held that
14 rank for at least the one (1) full year
15 immediately preceding application.

16 ~~Upon final ratification of this Agreement, a~~ An employee is eligible to apply
17 for the Corporal or Sergeant promotional process if he/she will meet the
18 eligibility requirement on the first day of the scheduled selection process.

19 ~~E. Any employee in a probationary status as a result of a break in service~~
20 ~~shall not be eligible for promotion to Corporal or Sergeant until they have~~
21 ~~successfully completed their probationary period.~~

22 23.2 A. Initial Probation:

23 All employees, upon becoming sworn police officers, shall be considered
24 probationary employees for one (1) year. The City may, at its discretion,
25 extend the probationary period up to an additional six (6) months, which
26 will be documented in an evaluation. The discharge, suspension or
27 written or verbal warning of a probationary employee shall not be subject
28 to any provisions of the grievance procedure.

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1 B. Promotional Probation:

2 Any employee who is promoted to a higher rank shall be on probation in
3 that rank for a period of one (1) year from the date of promotion. An
4 employee removed during the probationary period for failure to perform
5 satisfactorily the duties of the position, shall be returned to the
6 classification held prior to the promotion or to a similar classification.

7 23.3 Transfers

8 A designee or designees selected by the Chief of Police shall compile,
9 summarize, and report to the Chief information relating to requests for
10 transfers between bureaus. However, such designees shall have no
11 decision making authority. Instead, the Chief shall have final authority on
12 all transfers.

13 **ARTICLE 24**

14 **LAYOFF**

15 24.1 Layoff.

16 In the case of a personnel reduction, the employee with the least seniority shall
17 be laid off first. No new employee shall be hired until the laid-off employee has
18 been given the opportunity to return to work. Seniority shall be defined as
19 continuous service within the Police Department, including approved leaves of
20 absence of less than one year.

21 24.2 Whenever the Chief of Police, under Section 24.1, determines a person in the
22 classification of Sergeant or Corporal should be laid off, that person shall have
23 the option of being laid off or of being reduced to the next lower classification in
24 the Department (both responsibility and pay-wise). In the latter event
25 (reduction), the least senior person in the classification reduced to shall be
26 reduced or laid off, as above.

27 24.3 In the sole discretion of the City, the City may provide ~~additional~~
28 ~~compensation~~ severance pay to employees ~~for~~ at the time of their voluntary or
29

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1 ~~involuntary separation packages~~from employment. ~~Such compensation may be~~
2 ~~in the form of a discretionary one-time lump sum payment.~~The funding and
3 ~~implementation of this additional compensation~~severance pay is at the City's
4 ~~sole discretion. Such compensation will not affect an employee's base pay,~~
5 ~~pension or other fringe benefits and are one-time and non-recurring.~~

6
7
8 **ARTICLE 25**

9 **RECALL**

10 25.1 Recall.

- 11 A. Employees laid off or reduced as set forth in Section 24.1 shall be
12 recalled in the reverse order from which they were laid off.
- 13 B. Regular employees laid off shall have precedence for recall to their former
14 classification over other applicants for a period of one hundred eighty
15 (180) days.
- 16 C. Laid off employees recalled within 180 days shall have their tenure of
17 service restored. If reemployed after 180 days, the employee shall be
18 treated as a new employee.
- 19 D. The City will offer recall to laid-off employees by certified mail to the last
20 known address on file with the Human Resources Department. If the laid-
21 off employee fails to report to the Human Resources Department his/her
22 intentions of returning to work within seven (7) days after mailing of said
23 certified notice, tenure of service shall be broken. Extenuating
24 circumstances may receive consideration by management and the Human
25 Resources Director.
- 26
27

ARTICLE 26
LENGTH OF SERVICE

26.1 Length of Service.

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

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

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

1 **ARTICLE 27**

2 **LIABILITY**

3 27.1 The City will defend any actions in tort brought against any employee(s) covered
4 by this Agreement as a result of any alleged negligence of said employee(s)
5 arising out of and in the scope of their employment with the City unless such
6 employee(s) acted in bad faith with malicious purpose or in a manner exhibiting
7 wanton and willful disregard of human rights, safety or property.

8 27.2 Whenever a City employee is sued for actions taken in the course of duty, the
9 City will provide legal defense through the lawyer supplied by the City or its
10 insurance carrier. In exceptional cases when a claim for punitive damages has
11 been made, the City will pay reasonable fees for additional counsel selected by
12 the employee and the City, when the City Commission has approved the hiring of
13 additional counsel before the contract of hire is made. In no case will the cost of
14 additional legal counsel be paid by the City unless prior approval is given as
15 stated above, and in no case will the City pay punitive damages, if levied.

16 **ARTICLE 28**

17 **HEALTH AND SAFETY**

18
19 28.1 The Employer agrees that it will conform to and comply with laws as to safety
20 and health properly required by federal, state and local law. The City and the
21 FOP will cooperate in the continuing objective of eliminating accidents and health
22 hazards.

23 28.2 The City and the employees will make reasonable effort to maintain and use all
24 equipment in a safe manner. Police vehicles will be cleaned and serviced on a
25 regular basis.
26
27

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ARTICLE 29

WAGES

29.1 Wage Increases

A. Fiscal Year 2011-2012

Except as provided in 29.3 below, all increases made pursuant to this section (29.1A) shall be based on the base rate of pay any eligible employee was earning effective January 9, 2012. In no event shall any increase or combination of increases result in a base rate of pay that is greater than the maximum of the appropriate range. Only the classification of the eligible employee on January 9, 2012, will be considered in determining payments pursuant to this section. In addition, there shall be no pay range movement for the 2012 contract year (October 1, 2011 – September 30, 2012).

1. ~~Effective on the first full pay period in January 2008~~2012 (retroactive), ~~employees~~Police Officers covered by this Agreement shall have their individual rate~~annual base pay rate~~ increased by \$1,000, provided such increase shall not exceed the maximum pay rate for the classification. Employees whose annual base rate prior to the increase is less than, equal to, or greater than the range maximum shall have their annual base pay rate increased to the maximum of the range, as necessary, and shall receive a one-time, lump sum payment for that portion of the \$1,000 that is above the range maximum. ~~being paid within the pay range of their appropriate classification shall receive a transitional wage increase as reflected in Exhibit I, limited only by range maximum in Exhibit II. Effective on the first full pay period in January 2009, employees covered by this agreement being paid within the pay range of their appropriate classifications shall receive a transitional wage increase as reflected in Exhibit I, limited only by range maximum in Exhibit II. Effective on the first full pay period in January 2010, employees covered by this agreement~~

1 ~~being paid within the pay range of their appropriate classifications shall~~
2 ~~receive a transitional wage increase as reflected in Exhibit I, limited only~~
3 ~~by range maximum in Exhibit II.~~

4 2. Effective the first full pay period in January 2012 (retroactive), **Police**
5 **Corporals** covered by this Agreement shall have their annual base pay
6 rate increased by \$1,170, provided such increase shall not exceed the
7 maximum pay rate for the classification. Employees whose annual base
8 pay rate prior to the increase is less than, equal to, or greater than the
9 range maximum shall have their annual base pay rate increased to the
10 maximum of the range, as necessary, and shall receive a one-time, lump
11 sum payment for that portion of the \$1,170 that is above the range
12 maximum.

13 3. Effective the first full pay period in January 2012 (retroactive), **Police**
14 **Sergeants** covered by this Agreement shall have their annual base pay
15 rate increased by \$1,300, provided such increase shall not exceed the
16 maximum pay rate for the classification. Employees whose annual base
17 pay rate prior to the increase is less than, equal to, or greater than the
18 range maximum shall have their annual base pay rate increased to the
19 maximum of the range, as necessary, and shall receive a one-time, lump
20 sum payment for that portion of the \$1,300 that is above the range
21 maximum.

<u>Rank</u>	<u>Increase</u>	<u>Effective Date of Increase</u>
<u>Police Officer</u>	<u>\$1,000</u>	<u>January 9, 2012</u>
<u>Police Corporal</u>	<u>\$1,170</u>	
<u>Police Sergeant</u>	<u>\$1,300</u>	

22
23 B. Fiscal Year 2012-2013

24 Except as provided in 29.3 below, all increases made pursuant to this
25 section (29.1B) shall be based on the base rate of pay any eligible

1 employee was earning effective January 7, 2013. In no event shall any
2 increase or combination of increases result in a base rate of pay that is
3 greater than the maximum of the appropriate range. Only the
4 classification of the eligible employee on January 7, 2013, will be
5 considered in determining payments pursuant to this section. In addition,
6 there shall be no range movement for the 2013 contract year (October 1,
7 2012 – September 30, 2013), unless range movement is negotiated in
8 accordance with Ch. 447 FS. Either party may, upon written notice prior
9 to September 1, 2013, reopen this section (29.1B) to negotiate
10 modifications to pay ranges only.

11 1. Effective the first full pay period in January 2013 (retroactive), **Police**
12 **Officers** covered by this Agreement shall have their annual base pay rate
13 increased by \$1,020, provided such increase shall not exceed the
14 maximum pay rate for the classification. Employees whose annual base
15 rate prior to the increase is less than, equal to, or greater than the range
16 maximum shall have their annual base pay rate increased to the
17 maximum of the range, as necessary, and shall receive a one-time, lump
18 sum payment for that portion of the \$1,020 that is above the range
19 maximum.

20 2. Effective the first full pay period in January 2013 (retroactive), **Police**
21 **Corporals** covered by this Agreement shall have their annual base pay
22 rate increased by \$1,190, provided such increase shall not exceed the
23 maximum pay rate for the classification. Employees whose annual base
24 pay rate prior to the increase is less than, equal to, or greater than the
25 range maximum shall have their annual base pay rate increased to the
26 maximum of the range, as necessary, and shall receive a one-time, lump
27 sum payment for that portion of the \$1,190 that is above the range
28 maximum.

1 3. Effective the first full pay period in January 2013 (retroactive), **Police**
 2 **Sergeants** covered by this Agreement shall have their annual base pay
 3 rate increased by \$1,320, provided such increase shall not exceed the
 4 maximum pay rate for the classification. Employees whose annual base
 5 pay rate prior to the increase is less than, equal to, or greater than the
 6 range maximum shall have their annual base pay rate increased to the
 7 maximum of the range, as necessary, and shall receive a one-time, lump
 8 sum payment for that portion of the \$1,320 that is above the range
 9 maximum.

<u>Rank</u>	<u>Increase</u>	<u>Effective Date of Increase</u>
<u>Police Officer</u>	<u>\$1,020</u>	<u>January 7, 2013</u>
<u>Police Corporal</u>	<u>\$1,190</u>	
<u>Police Sergeant</u>	<u>\$1,320</u>	

11
 12 C. The processing of increases under 29.1 shall occur during the month of
 13 July 2013, unless otherwise agreed to as a result of negotiations in
 14 accordance with Ch. 447 FS. There shall be no Wage increases, except
 15 for those provided for herein, unless and until there is a new agreement in
 16 effect providing for such increases.

17
 18 **29.2 Merit or Performance Increases**

- 19 A. Effective October 1, ~~2007-2010~~ through September 30, ~~2010~~2013, ~~while~~
 20 ~~transitioning to the new pay structure~~, there ~~will~~shall be no Merit
 21 Increases. ~~Transitional Wage Increases will be handled in accordance~~
 22 ~~with Exhibit I.~~
- 23 B. For regular (non-probationary) employees, the review period is a one-year
 24 period from October 1 through the next September 30. ~~During the transition~~
 25 ~~period, e~~Employees will continue to be reviewed, but there will be no Merit

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1 Increases associated with these reviews.

2 C. There shall be no Merit or performance ~~or Transitional Wage~~ Increases
3 after the expiration date of this Agreement unless and until there is a new
4 agreement in effect providing for such increases.

5 ~~D. Employees who are currently participating in the Deferred Retirement
6 Option Program (DROP) and who have NOT reached the top of their
7 respective salary ranges for the regular classifications they were in, as they
8 existed at the time the employees entered the DROP, and who elected
9 Longevity payments in lieu of general (COLA) increases, will continue to
10 receive 3% of their base rates of pay up to the top of their respective salary
11 ranges as described above. These increases will be paid on the same pay
12 dates as when other FOP employees receive their Transitional Wage
13 Increases outlined in Exhibit I.~~

14 29.53 A. Promotion

15 When an employee is promoted, his/her salary shall only be advanced to
16 a rate in the new pay range which would provide at least a five percent
17 (5%) increase in the range from which he/she was promoted. The
18 effective date of the promotion becomes the employee's new evaluation
19 date. An employee's evaluation date shall be the anniversary date of the
20 last salary adjustment.

21 B. Transfer

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

25 C. Temporary Assignments.

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

29 D. Demotion

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

5 E. Deferred Retirement Option Program

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

18 Employees participating in the DROP shall not be eligible to receive the Wage,
19 Merit, or Performance increases provided in 29.1 or 29.2. However, such
20 employees shall receive a one-time lump sum payment in the amount and on the
21 effective date specified in the charts below.

22

<u>Fiscal Year 2012</u>		
<u>Rank</u>	<u>Increase</u>	<u>Effective Date of Payment</u>
<u>Police Officer</u>	<u>\$1,000</u>	<u>January 9, 2012</u>
<u>Police Corporal</u>	<u>\$1,170</u>	
<u>Police Sergeant</u>	<u>\$1,300</u>	

<u>Fiscal Year 2013</u>		
<u>Rank</u>	<u>Increase</u>	<u>Effective Date of Payment</u>
<u>Police Officer</u>	<u>\$1,020</u>	<u>January 7, 2013</u>

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Police Corporal	\$1,190	
Police Sergeant	\$1,320	

[There shall be no payments to employees participating in the DROP, other than those provided for herein, unless and until there is a new contract in effect providing for such payments.](#)

**ARTICLE 30
SEVERABILITY**

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

**ARTICLE 31
DRUG TESTING**

31.1 The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and the Union share a commitment to solve this problem and to create and maintain a drug-free work place. The parties have, therefore, agreed to the policy outlined in Addendum "A".

1 **ARTICLE 32**

2 **K-9 PERSONNEL**

3 32.1 The canine officers ~~may~~ shall be placed on a fourteen (14) day work period,
4 wherein they will work seven ten (10) hour shifts within that period and have one
5 day of "paid leave" attributed to canine care. The canine care day off ~~would~~shall
6 not be considered a scheduled day off for the purposes of the application of
7 Section 10.4, extra holiday pay. It ~~would~~shall be considered paid leave for the
8 purpose of Section 14.4, employees ~~would~~shall be considered off duty on their
9 canine day off for the purposes of Section 14.5, and ~~would~~shall be eligible for
10 call-out pay if required to report on their canine day ~~placed on a seven (7) day~~
11 ~~work period, wherein they will work three (3) twelve (12) hour shifts and have~~
12 ~~four (4) hours of "paid leave" attributed to canine care.~~ The City has the option
13 to return to a seven (7) day work period, wherein ~~they will~~canine officers shall
14 work three (3) twelve (12) hour shifts and have four (4) hours of "paid leave"
15 attributed to canine care ~~the fourteen (14) day work period, wherein they will~~
16 ~~work seven ten (10) hour shifts and have one day of "paid leave" attributed to~~
17 ~~canine care. The canine care day off would not be considered a scheduled day~~
18 ~~off for the purposes of the application of Section 10.4, extra holiday pay. It would~~
19 ~~be considered paid leave for the purpose of Section 14.4, employees would be~~
20 ~~considered off duty on their canine day off for the purposes of Section 14.5, and~~
21 ~~would be eligible for call-out pay if required to report on their canine day.~~ Absent
22 unusual circumstances, as determined by the Chief of Police or his/her
23 designee, the day of paid leave will be at the beginning or end of each K-9
24 Officer's work ~~schedule for the week~~period. The canine officers assigned
25 outside of operations will be given one (1) day attributed to canine care per pay
26 period. The canine officers assigned outside of operations are not subject to the
27 above schedule.

1 32.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19
2 while so assigned. Commuting time is not compensated. Officers' must live in
3 an area where the canine can be exercised according to Department standards.

4 32.3 K-9 Officers shall be provided with food for the assigned canine, veterinarian
5 fees and other ~~incidentals~~necessary equipment and materials in accordance with
6 current practices.

8 **ARTICLE 33**

9 **PENSIONS**

10 33.1 Employees covered by this Agreement shall be covered by the City's
11 Consolidated Police Officer and Firefighters Retirement and Disability Plan as
12 set forth by the City of Gainesville's Code of Ordinances, as amended. Minor
13 changes may be made by the City. Minor changes are defined as changes the
14 net effect of which would not require a current or potential increase in the
15 contribution rate or a benefit decrease.

16 33.2 The City will give the Union a copy of such minor change(s) at least thirty (30)
17 days prior to the adoption of such change(s).

18 33.3 A change, or changes, in the Plan, the net effect of which would require a current
19 or potential increase in the contribution rate or a benefit decrease, will not be
20 made by the City until such change or changes have been ratified by parties
21 involved or imposed by the legislative body.

22 33.4 Either party may reopen the negotiations of any pension issues upon sixty (60)
23 days written notice to the other party.

25 **ARTICLE 34**

26 **BILLABLE SERVICES**

27 34.1 This Article covers situations where an outside organization has requested
28 services of an off-duty Officer, Corporal, or Sergeant. Such services are billed to
29 the outside organization.

1 34.2 Officers, Corporals, and Sergeants covered by this Agreement shall be entitled
2 to compensation for services requested by any outside organization who shall
3 pay for such services.

4 A. A Sergeant shall also be eligible to perform such services as an Officer or
5 Corporal; however, a Sergeant shall not receive preference for such
6 services.

7 B. Unless a separate rate is negotiated in accordance with 34.3 below,
8 employees performing services for an outside organization shall be
9 compensated as follows:

10 (1) An Officer, Corporal, or a Sergeant acting as an Officer or
11 Corporal, shall be paid one and one-half (1½) times his/her respective
12 regular straight-time hourly rate of pay provided such amount shall not
13 exceed a rate of thirty-nine dollars, fifty-four cents (\$39.54).

14 (2) A Sergeant, acting in a supervisory capacity, shall be paid one and
15 one-half (1½) times his/her respective regular straight-time hourly rate of
16 pay.

17 D. Except as provided in paragraph 34.3 below, effective upon ratification,
18 the outside organization shall pay a standard vendor rate, or fifty-three
19 dollars, fifty cents (\$53.50) per hour of assignment. The City shall review
20 these hourly rates of pay, as well as the standard vendor rate, semi-
21 annually, and shall not substantially modify the amount(s) unless FOP is
22 provided an opportunity to discuss such change(s).

23 E. Either party may reopen this paragraph (34.2) for negotiations at any time
24 during the month of February of each contract year.

25
26 34.3 In contracting for billable services for special large scale events, the City may
27 agree to a rate different than that provided in paragraph 34.2.D. This option
28 shall apply to the University Athletic Association (UAA), Gator Nationals, or
29 ESPN, without notice to the FOP; or other similar vendors upon notice to the
30 FOP.

31
32 34.4 Hours worked under this Article do not count as hours worked for the purpose of
33 computing overtime in Article 14.

34
35
36 **ARTICLE ~~34~~-35**

37 **ENTIRE AGREEMENT**

38 ~~34~~35.1 The parties acknowledge that during negotiations which resulted in this
39 Agreement, each had the unlimited right and opportunity to make proposals with
40 respect to subjects or matters not removed by law from the area of collective

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1 bargaining. The understandings and agreements arrived at by the parties after
2 the exercise of such right and opportunity are set forth in this Agreement.

3 ~~34~~35.2 The City and the FOP, for the duration of this Agreement, agree that the
4 other shall not be obligated to bargain collectively with respect to any subject or
5 matter referred to or covered in this Agreement, but may, upon mutual
6 agreement of both the City and the FOP, bargain collectively on any subject or
7 matter not known or contemplated by either or both parties at the time that they
8 negotiated this Agreement.

9 ~~34~~35.3 Except as otherwise expressly provided for herein, the terms of this
10 Agreement shall be effective beginning with the first full pay period following
11 ratification by the City Commission.

12 ~~34~~35.4 Should either party desire to terminate, change or modify this Agreement
13 or any portion thereof, they shall notify the other party in writing at least thirty (30)
14 days prior to the expiration of the current Agreement. Such notification shall
15 include the title and section of the Article the party wishes to renegotiate and all
16 other articles will remain in full force and effect from year to year thereafter.

17 ~~34~~35.5 Following the sending and receipt of the notice described above, the
18 parties shall follow the procedures contained in the Florida Public Employee
19 Relations Act toward the consummation of a new Agreement.
20

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 12th day of
2 May 2008~~2013~~*.

3
4 THE CITY OF GAINESVILLE, FRATERNAL ORDER OF POLICE
5 FLORIDA

6
7
8 Signed original on file in Human Resources Signed original on file in Human Resources
9 CITY MANAGER FOP PRESIDENT, Jeff McAdams

10
11
12 APPROVED AS TO FORM AND LEGALITY:

13
14
15 Signed original on file in Human Resources
16 ~~LITIGATION~~CITY ATTORNEY

17
18 CITY COMMITTEE: ~~FOP COMMITTEE:~~
19 ~~Becky Rountree, Administrative Services Director~~Lynn McClary, Assistant Human Resources
20 Director ~~Jeff McAdams, President~~
21 ~~Sandy Barnard, Human Resources Director~~Scott Heffner, Labor Relations Specialist
22 ~~Robert Gebhardt Officer Representative~~
23 ~~Ed Book, Police Captain~~Richard Hanna, Police Major ~~Victoria Harris, Officer~~
24 ~~Representative~~
25 _____~~James McCollum, Vice Chair of Labor~~
26 _____~~Lisa Satcher, Corporal Representative~~
27 _____~~Kevin Trahan,~~
28 ~~Sergeant Representative~~

29
30 * Date ratified by last party.

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**EXHIBIT I
TRANSITIONAL WAGE INCREASE MATRIX
2008 – 2010**

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	January 2008	January 2009	January 2010
Police Officers			
0 to 3 Months of Service	0%	0%	0%
3 Months to 4 Years (47 months) of Service	3.5%	3.5%	4%
4 Years (48 months) — 8 Years (95 months) of Service	6%	6%	6%
8+ Years (96 months +) of Service	7%	7%	7%
Note: All calculations will be based upon continuous service in the rank of Police Officer with GPD as of the beginning date of the first full pay period in January of the appropriate year.			

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	January 2008	January 2009	January 2010
Police Corporal	5%	5%	5%
Police Sergeant	7%	6.5%	6.5%

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Percent increase is limited only by range maximum in Exhibit II.

Exhibit II
Page 1 of 3
City of Gainesville
2007—2008 Pay Plan
Police—FOP

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Effective 1/14/2008

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	Minimum	Midpoint	Maximum
Annual Salary	\$34,666.94	\$43,333.68	\$52,000.42
Grade P1 Hourly	\$16.6668	\$20.8335	\$25.0002

7323 Police Officer (non-certified)

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	Minimum	Midpoint	Maximum
Annual Salary	\$40,310.40	\$50,388.00	\$60,465.60
Grade P2 Hourly	\$19.3800	\$24.2250	\$29.0700

7321 Police Officer

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	Minimum	Midpoint	Maximum
Annual Salary	\$44,341.44	\$55,426.80	\$66,512.16
Grade P3 Hourly	\$21.3180	\$26.6475	\$31.9770

7313 Police Corporal

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	Minimum	Midpoint	Maximum
Annual Salary	\$49,060.26	\$61,325.33	\$73,590.40
Grade P4 Hourly	\$23.5867	\$29.4833	\$35.3800

7331 Police Sergeant

Exhibit II
Page 2 of 3
City of Gainesville
2008—2009 Pay Plan
Police—FOP

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Effective 1/12/2009

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	Minimum	Midpoint	Maximum
Annual Salary	\$35,360.28	\$44,200.35	\$53,040.42
Grade P1 Hourly	\$17.0001	\$21.2502	\$25.5002

7323 Police Officer (non-certified)

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	Minimum	Midpoint	Maximum
Annual Salary	\$41,116.61	\$51,395.76	\$61,674.91
Grade P2 Hourly	\$19.7676	\$24.7095	\$29.6514

7321 Police Officer

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	Minimum	Midpoint	Maximum
Annual Salary	\$45,228.27	\$56,535.34	\$67,842.40
Grade P3 Hourly	\$21.7444	\$27.1805	\$32.6165

7313 Police Corporal

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	Minimum	Midpoint	Maximum
Annual Salary	\$50,041.47	\$62,551.84	\$75,062.21
Grade P4 Hourly	\$24.0584	\$30.0730	\$36.0876

7331 Police Sergeant

City of Gainesville
~~2009~~2010– 2010-2011 Pay Plan
Police – FOP

Effective 1/~~11~~10/~~2010~~2011

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$36,067.49	\$45,084.36	\$54,101.23
	Hourly	\$17.3401	\$21.6752	\$26.0102
	7323	Police Officer (non-certified)		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$41,938.94	\$52,423.68	\$62,908.41
	Hourly	\$20.1630	\$25.2037	\$30.2444
	7321	Police Officer		

		Minimum	Midpoint	Maximum
Grade P3	Annual Salary	\$46,132.83	\$57,666.04	\$69,199.25
	Hourly	\$22.1792	\$27.7241	\$33.2689
	7313	Police Corporal		

		Minimum	Midpoint	Maximum
Grade P4	Annual Salary	\$51,042.29	\$63,802.87	\$76,563.45
	Hourly	\$24.5396	\$30.6745	\$36.8094
	7331	Police Sergeant		

|

Fraternal Order of Police Gator Lodge 67



3301 North Main Terrace Gainesville, FL 32609 (352) 376-1629

Gainesville Police Labor Council

Representing Sergeants, Corporals & Officers

AUTHORIZATION FOR FOP DUES DEDUCTION

I hereby authorize my employer, **The City of Gainesville**, to withhold from my regular paycheck the amount of my dues to the Treasurer of **Gator Lodge #67**. I understand that I may terminate this authorization by notifying my employer and **Gator Lodge #67** in writing thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the **Fraternal Order of Police** is the bargaining agent for the Sergeants, Corporals and Officers of the Gainesville Police Department.

This request is made pursuant to section 447.303, F.S.S. (1987)

_____	_____
Print Name	Signature
_____	_____
Social Security Number	Date

Employer/Payroll Information:

Annual dues are ~~\$383.50~~\$520.00 per year or ~~\$14.75~~\$20.00 per bi-weekly pay period.

Please submit dues to: Treasurer, Gator Lodge #67, (address above).

FRATERNAL ORDER OF POLICE



DRUG-FREE WORKPLACE PROGRAM

Field Code Changed

ADDENDUM A

FRATERNAL ORDER OF POLICE

DRUG-FREE WORKPLACE

PROGRAM

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FRATERNAL ORDER OF POLICE DRUG-FREE WORKPLACE

I. PURPOSE

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

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

~~Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings relating to various public sector and private sector employees working in safety sensitive and "special risk" positions throughout inter and intrastate commerce. At such time as regulatory requirements become applicable to City employees, this program will be altered as and if necessary to conform to the specific requirements of 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, not required by changes to the applicable law (statutes, regulations, case law, etc.) governing Section 440.101-.102, Fla. Stat., or

1 other state or federal requirements, the City shall submit the proposed amendment
2 to certified bargaining representatives of city employees covered by the
3 amendment and shall meet and confer with the certified bargaining representatives
4 concerning the proposed amendment. Provided further, that in the event such
5 amendments would authorize (1) the use of additional testing techniques, (2)
6 testing for additional drugs, or (3) creating additional situations for testing (Section
7 VII) shall be provided to the certified bargaining representatives of the employees
8 covered by the program amendments. The City will bargain over the impact of
9 such amendments if the Certified Bargaining Representative requests such within
10 ten (10) calendar days of being provided with such amendments.
11

12 To the extent that Section 440.101-.102, or the implementing rules issued by the
13 Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are
14 amended, or other statutes and rules requiring drug testing determined to be
15 applicable to City employees are adopted or amended, this Program will be
16 modified without the necessity of further general notice. Amendments to the
17 program issued as a result of the foregoing which would authorize (1) the use of
18 additional testing techniques, (2) testing for additional drugs, or (3) creating
19 additional situations for testing shall be provided to the Certified Bargaining
20 Representatives of the employees covered by the program amendments. The City
21 will bargain over the impact of such amendments if the Certified Bargaining
22 Representative requests such within ten (10) calendar days of being provided with
23 such amendments.
24

25 The City's Drug-Free Workplace Program has been prepared so as not to conflict
26 with public policy and, further, not to be discriminatory or abusive. A drug-free
27 workplace should be the goal of every employer in America. Drug and alcohol
28 testing is only one of the several steps that must be taken to achieve this objective.
29 When incorporated into a comprehensive anti-drug effort, testing can go a long
30 way in combating drug and alcohol abuse in the workplace.
31

32 **II. SCOPE**

33 All employees covered by this program, as a condition of employment, are
34 required to abide by the terms of this program ~~and, as applicable, supplemental~~
35 ~~programs described in addenda to the City of Gainesville's Drug-Free Workplace~~
36 ~~Program~~. Any employee in doubt as to the requirements or procedures applicable
37 to their situations may contact the City's ~~Human Resources~~ Risk Management
38 Department for information. Consistent with policy determinations and legal
39 requirements, the City shall limit testing to that which is considered necessary to
40 meet the Purpose of this Program.
41
42

43 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

44

- 1 A. The City has given a general one-time notice to all employees that the City
2 prohibits its employees from illegally or improperly using, possessing,
3 selling, manufacturing, or distributing drugs on its property, or while its
4 employees are at work; that it is against City policy to report to work or to
5 work under the influence of drugs; and that it is a condition of employment
6 to refrain from using illegal drugs or alcohol on the job, or abusing legal
7 drugs on or off the job such that it affects their job, and that a drug testing
8 program is being implemented. At least sixty (60) days have elapse
9 between the notice and any employee drug testing implemented pursuant
10 to this program.
- 11
- 12 B. Prior to testing, all employees or applicants for employment will have been
13 given a summary of the Drug-Free Workplace Program, a summary of the
14 drugs which may alter or affect a drug test, a list of local employee
15 assistance programs and a list of local alcohol and drug rehabilitation
16 programs.
- 17
- 18 C. A notice of drug testing will be included with all job vacancy announcements
19 for which drug testing is required. A notice of the City's drug testing
20 program will also be posted in appropriate and conspicuous locations on
21 the City's premises and copies of the program will be made available for
22 inspection during regular business hours in the Human Resources
23 Department.
- 24

25 IV. DEFINITIONS

26 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
27 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free
28 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall
29 apply to the words and phrases used in this program unless the context clearly
30 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used
31 in connection with different testing mechanisms, prohibitions or causes for testing,
32 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise
33 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as
34 follows:

35

- 36
- 37 (a) "Drug" means alcohol, including a distilled spirit,
38 wine, a malt beverage, or an intoxicating liquor;
39 an amphetamine; a cannabinoid; cocaine;
40 phencyclidine (PCP); a hallucinogen;
41 methaqualone; an opiate; a barbiturate; a
42 benzodiazepine; a synthetic narcotic; a designer
43 drug; or a metabolite of any of the substances
44 listed in this paragraph.
- 45 (b) The words fail, failed or failure when used in this
46 policy are based upon a confirmed positive test

1 result reported by the Medical Review Officer
2 (MRO).
3
4

5 **V. ALCOHOL USE PROHIBITIONS**
6

- 7 A. The consumption of alcohol on City property or while on duty (during
8 working hours, while at work, etc.) is prohibited and will result in disciplinary
9 action, up to and including dismissal. Exception shall be made for
10 permitted/contractual events attended off duty on City Property and for
11 undercover officers on duty who must drink as a part of the work
12 assignment to maintain undercover status.
13
- 14 B. Off-duty use of alcohol which adversely affects an employee's job
15 performance or adversely affects or threatens to adversely affect other
16 interests of the City, including but not limited to the employee's relationship
17 to his/her job, fellow workers' reputations, or goodwill in the community may
18 result in disciplinary action up to and including dismissal.
19
- 20 C. Except as provided herein, the personal possession (~~i.e.g.~~, on the person,
21 or in a desk, locker, City vehicle, etc.) of alcohol on City property or during
22 working hours will result in disciplinary action, up to and including dismissal.
23
- 24 D. It is against the City's program and a violation of City policy to report to work
25 or to work under the influence of alcohol.
26
- 27 E. For purposes of implementing § 440.101-102, Fla. Stat., an employee is
28 presumed to be under the influence of alcohol if a breath test shows alcohol
29 usage as set forth in Section VIII (K) or as otherwise provided by ~~(See~~
30 Section I – Purpose.
31
- 32 F. An employee who Management has reason to suspect is under the
33 influence of alcohol will be removed immediately from the workplace and
34 will be tested and evaluated by authorized personnel selected in
35 accordance with this program. The City will take further action (i.e., further
36 testing, referral to counseling, and/or disciplinary action) based on medical
37 information, work history, and other relevant factors. The determination of
38 appropriate action in each case rests solely with the City.
39
- 40 G. An employee who fails an alcohol test will be subject to an Internal Affairs
41 investigation and disciplinary action. Such disciplinary action may include
42 termination for a first offense, absent mitigating circumstances.
43
- 44 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the
45 employee to dismissal.
46

1 Refusal is defined as follows:
2

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

- 5
6 (a) fails to provide adequate breath or blood for testing without a valid
7 medical explanation after he or she has received notice of the
8 requirement for alcohol testing; or
9
10 (b) fails to provide adequate urine for controlled substances testing
11 without a valid medical explanation after he or she has received
12 notice of the requirement for urine testing; or
13
14 (c) engages in conduct that clearly obstructs the testing process;~~or~~

15
16 I. Employees arrested for an alcohol-related incident, as indicated on the
17 arrest report, shall notify, as soon as feasible, but in any event no later than
18 24 hours after the arrest, the City management representative having direct
19 administrative responsibility for the arrested employee of the arrest if the
20 incident occurs:

- 21 (a) During working hours, or
22
23 (b) While operating a City vehicle, or
24
25 (c) While operating a personal vehicle on City business.
26

27 Failure to comply with this subsection will result in disciplinary action, up to
28 and including dismissal.
29

30
31 J. Violations of alcohol use prohibitions can subject an employee to
32 disciplinary action, up to and including dismissal and may be imposed for a
33 first offense, absent mitigating circumstances. The fact that discipline is
34 imposed for violations of this program will not prevent the imposition of
35 further discipline, including termination, if an employee's certification is
36 suspended or revoked, or otherwise affected in connection with a program
37 violation.
38

39 VI. DRUG USE PROHIBITIONS

40
41 A. The use, sale, purchase, possession, manufacture, distribution, or
42 dispensation of drugs or their metabolites on City property or while at work
43 (while on duty, during working hours, etc.) is a violation of the City's
44 Program and is ~~Just e~~Cause for immediate dismissal. Exception shall be
45 made for officers on duty who must, sell, purchase, posses, manufacture,

1 distribute, or dispense drugs or their metabolites as part of the work
2 assignment.

3
4 B. Reporting to work, or working, under the influence of illegal drugs is a
5 violation of the City's Program and is ~~Just e~~Cause for immediate dismissal.

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

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

29
30 E. Legal medications (over-the-counter) or prescription drugs may also affect
31 the safety of the employee, fellow employees or members of the public.
32 Therefore, any employee who is taking any over-the-counter medications or
33 prescription drug which might impair safety, performance, or any motor
34 functions shall advise his/her direct management representative of the
35 possible impairment before reporting to work under the influence of such
36 medication or drug. A failure to do so may result in disciplinary action. If
37 Management, in consultation with Employee Health Services, determines
38 that the impairment does not pose a safety risk, the employee will be
39 permitted to work. Otherwise, management may offer a change in work
40 schedule, temporarily reassign the employee or place the employee in an
41 appropriate leave status during the period of impairment. Improper use of
42 "prescription drugs" is prohibited and may result in disciplinary action.
43 Improper use of prescription drugs includes, but is not limited to, use of
44 multiple prescriptions of identical or interchangeable drugs, and/or
45 consumption of excessive quantities of individual or therapeutically
46 interchangeable drugs, and/or inappropriately prolonged duration of
47 consumption of drugs, and/or consumption of prohibited drugs for other

1 than valid medical purposes. For the purpose of this Program, consumption
2 of any drug by the employee of more than the manufacturer's maximum
3 recommended daily dosage, or for a longer period of time than
4 recommended (unless otherwise prescribed by employee's physician), or of
5 any prohibited drug prescribed for or intended for another individual, or for
6 other than a valid medical purpose shall be construed to constitute improper
7 use. Prescription medication shall be kept in its original container (unless
8 approved in advance by management) if such medication is taken during
9 working hours or on City property.

- 10
11 F. Refusal to submit to, or efforts to tamper with, a drug test will subject the
12 employee to dismissal.

13 Refusal is defined as follows:

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

- 16 (a) fails to provide adequate breath or blood for testing without a valid
17 medical explanation after he or she has received notice of the
18 requirement for alcohol testing; or
19 (b) fails to provide adequate urine for controlled substances testing
20 without a valid medical explanation after he or she has received
21 notice of the requirement for urine testing; or
22 (c) engages in conduct that clearly obstructs the testing process.
23
24 G. Except as provided herein, failure to pass a drug test will result in
25 disciplinary action, up to and including dismissal.
26
27 H. Violations of drug prohibitions can subject an employee to disciplinary
28 action, up to and including dismissal and will be imposed for a first offense
29 absent mitigating circumstances. The fact that discipline is imposed for
30 violations of this program will not prevent the imposition of further discipline,
31 including termination, if an employee's certification is suspended or
32 revoked, or otherwise affected in connection with a program violation.
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39 VII. TESTING

40 A. Testing of Applicants

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

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B. Reasonable Suspicion Testing

1. "Reasonable suspicion testing" means drug testing based on a belief that an employee is using, or has used drugs (including alcohol as defined in paragraph (IV)(a) above) in violation of the City's program, on the basis of specific, contemporaneous, physical, behavioral or performance indicators of probable drug use. It is a belief based on objective facts which could reasonably lead an observer to further investigation.

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

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

The ~~Department Head~~ Police Chief or designee ~~(who is otherwise safety sensitive)~~ shall require an employee to undergo drug testing if there is reasonable suspicion that the employee is in violation of the City of Gainesville Drug-Free Workplace Program. Circumstances which constitute a basis for determining "reasonable suspicion",

1 individually (except as provided in (g.) below) or in combination, may
2 include but are not limited to:

- 3
4 a. A Pattern of Abnormal or Erratic Behavior - This includes but
5 is not limited to a single, unexplainable incident of serious
6 abnormal behavior or a pattern of behavior which is radically
7 different from what is normally displayed by the employee or
8 grossly differing from acceptable behavior in the workplace.
9
10 b. Information Provided by a Reliable and Credible Source - The
11 first line supervisor or another supervisor/manager receives
12 information from a reliable and credible source as determined
13 by the ~~Department Head~~ Police Chief/Designee that an
14 employee is violating the City's Drug-Free Workplace
15 Program.
16
17 c. Direct Observation of Drug Use - The first-line or another
18 supervisor/manager directly observes an employee using
19 drugs while the employee is on duty. Under these
20 circumstances, a request for drug testing is MANDATORY.
21
22 d. Presence of the Physical Symptoms of Drug Use - The
23 supervisor observes physical symptoms that could include
24 but, are not limited to, glassy or bloodshot eyes, slurred
25 speech, poor motor coordination, or slow or poor reflex
26 responses different from what is usually displayed by the
27 employee or what is generally associated with common
28 ailments such as colds, sinus, hay fever, diabetes, etc.

29
30 The following will be deemed reasonable suspicion and may provide
31 a sufficient basis for requesting a drug test at the direction of the
32 ~~Department Head~~ Police Chief or designee:
33

- 34 e. Violent or Threatening Behavior - First Incident: If an
35 employee engages in unprovoked, unexplained, aggressive,
36 violent or threatening behavior against a fellow employee or a
37 citizen, the Department may request that the employee
38 submit to drug testing;
39
40 f. Violent or Threatening Behavior - Subsequent Incident:
41 Whether or not an employee has previously received formal
42 counseling or disciplinary action for unprovoked, unexplained,
43 aggressive, violent or threatening behavior against a fellow
44 employee or a citizen, upon a second or subsequent episode
45 of similar behavior/conduct (within eighteen months), the
46 Department shall request that the employee undergo drug
47 testing.

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g. Absenteeism and/or Tardiness: If an employee has previously received a suspension action for absenteeism or tardiness, a continued poor record (within eighteen months) that warrants a second or subsequent suspension action may result in a request for a drug test. This factor alone will not be cause for testing.

h. Odor: Odor of cannabis or alcoholic beverages 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. 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. Any necessary emergency medical care should be provided prior to initiating testing. In absence of the need for emergency care the testing should be performed immediately. No drug test should be administered after 32 hours. If drug testing is not initiated within thirty-two (32) hours, the management representative shall document the reason testing was not completed within thirty-two (32) hours and submit it to Employee Health Services.

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

The following are conditions that require accident related testing:

- 1) City employee operating a city vehicle at any time, or a non city vehicle on city business, and involved in an accident that results in a citation for a moving violation, or in any of the consequences described in 2) below.

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2) Work related accident resulting in:

- (a) death to another person or employee. However, death of another person as a result of training or a "use of force" must also be based on one or more reasonable suspicion criteria as listed in a. - h. above.
- (b) injury to the employee, requiring medical treatment at an off-site (away from the scene of the accident) medical facility other than Employee Health Services. 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 this requirement. "Unavailability" means occurring at a time other than the hours of operation of Employee Health Service or at such distance from Employee Health Services as to render their use impractical. Injuries must also be based on one or more reasonable suspicion criteria as listed in a. - h. above.
- (c) property damage estimated to be greater than \$2500, unless the employee can be absolved of all blame in the accident.

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

C. Random Testing

- 1. Random drug testing will be performed utilizing urine and may be performed in the future utilizing chemical breath or other statutorily required mechanisms (see Section (VIII) (K) below).
- 2. ~~Employees in safety sensitive or "special risk" positions, including employees whose positions with the City require them to have a commercial drivers license, will be required to submit to drug testing on a random basis.~~ All FOP Bargaining Unit employees are classified as safety sensitive based upon meeting one or more criteria in the Safety Sensitive Positions Definitions and Key attached hereto as Attachment I. A list of job classifications determined to be safety sensitive or "special risk" will be compiled and kept on file in the Human Resources Department. Such list will be periodically updated. will be required to submit to drug testing on a random basis.

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3. For purposes of selection for testing, employees shall be identified only by Social Security Numbers and the selection of employees will be conducted through the use of a random number generator or other neutral selection process.
 4. Upon notification to the employee and his/her immediate supervisor by ~~athe department head~~ Police Chief or his/her management designee ~~(who is otherwise safety sensitive)~~ that a drug test is required, the employee ~~will~~ shall report to the test site as soon as practical, but in no event, later than the end of the current shift ~~24 hours~~ after notification, and provide a specimen of his/her urine. If chemical breath testing, or other reliable mechanisms, as determined by 49 CFR, Part 40 for alcohol testing are used, the test may be conducted immediately at the work site or later at the collection site.
 5. Random testing shall be at an annual rate of between twenty-five percent (25%) and ~~fifty~~ thirty percent (~~50~~ 30%) of the average number of positions for which testing is required. ~~During the first 12 months of this program, random drug testing: (1) will be spread reasonably throughout the year; and (2) the total number of tests will be equal to at least 25 percent (25%) of the employees subject to testing.~~

25 D. Random or Position Change Testing

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The employees assigned to any unit established specifically for narcotics enforcement, e.g., Drug Enforcement Administration or Drug Task Force, work undercover and therefore require additional measures to protect their identity. It is in the mutual interest of the City of Gainesville and the Fraternal Order of Police, Gator Lodge 67, to conduct Random Drug Testing and Position Change Drug Testing for employees assigned to these units at Employee Health Services (EHS).

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(a) For Random testing, the employee ~~will~~ shall report to EHS as soon as practical, but in no event, no later than 24 hours after notification. EHS ~~will~~ shall then conduct the eight (8) panel dip stick drug test. Refusal to submit to or failure to pass this test ~~will~~ shall result in the employee being referred to the testing lab for further testing or may result in disciplinary action, up to and including dismissal.

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(b) For Position Change testing, the employee ~~will~~ shall report to EHS within 48 hours of receiving notification that they have been selected to fill such position. EHS will then conduct the eight (8) panel dip stick urine drug test. Refusal to submit to or failure to pass this test ~~will~~ shall result in the employee being referred to the testing lab for

1 further testing or will result in discipline as described in VI.F and G of
2 this Drug Free Workplace program.

3
4 (c) A referral to the testing lab for Random or Position Change testing
5 will require EHS to immediately contact the Personnel Unit of the
6 Gainesville Police Department who will then be responsible for
7 escorting the employee to the testing lab and remaining with the
8 employee until the testing is completed.

9
10 ~~Employees who move into or out of positions in any unit established~~
11 ~~specifically for narcotics enforcement, e.g., DEA or SIU, as well as the~~
12 ~~Aviation Unit, as a result of a formal personnel action, shall be required to~~
13 ~~successfully pass a urine drug test within 48 hours of receiving notification~~
14 ~~that they have been selected to fill such position. Refusal to submit to or~~
15 ~~failure to pass this drug test will result in discipline as described in (VI)(F)~~
16 ~~and (G).~~

17
18 ~~Testing related to position changes of the type listed above will be the~~
19 ~~responsibility of the Personnel Unit of the Gainesville Police Department.~~
20 ~~This Unit will be responsible for identifying and sending these employees for~~
21 ~~drug testing within 48 hours of the employee being informed of the~~
22 ~~appointment and prior to the effective date of the position change.~~

23
24 E. Follow-up Testing

25
26 If an employee, in the course of employment, enters an employee
27 assistance program for drug related problems or a drug rehabilitation
28 program, the employee must submit to a drug test as a follow-up to such
29 program unless such requirement is waived by the City in those cases
30 where the employee voluntarily entered the program. Entrance to a
31 program as a condition of continued employment or when the employee is
32 otherwise faced with the prospect of immediate disciplinary action based
33 upon problems associated with substance abuse shall not be considered
34 voluntary. If follow-up testing is required, it shall be conducted at least once
35 a year for a two-year period after completion of the program. Advance
36 notice of such follow-up testing must not be given to the employee to be
37 tested. Testing undertaken after referral to the Substance Abuse
38 Professional (SAP) as a result of a first violation of the City's Drug Free
39 Workplace Program, Article X, shall satisfy the requirements for follow-up
40 testing. ~~In the case of drivers subject to the commercial motor vehicle~~
41 ~~addendum, follow-up alcohol testing shall be conducted only when the~~
42 ~~driver is performing safety sensitive functions, just before the driver is to~~
43 ~~perform safety sensitive functions, or just after the driver has ceased~~
44 ~~performing safety sensitive functions.~~

1 F. Routine Fitness for Duty

2
3 An employee shall submit to a drug test if the test is conducted as part of a
4 routinely scheduled employee fitness-for-duty medical examination that is
5 required for all members of an employment classification or group. When a
6 routinely scheduled employee fitness-for-duty medical exam is to be
7 included, it shall be subject to collective bargaining, unless such is
8 determined to be applicable to eCity employees by virtue of statutory or
9 regulatory requirements.

10 G. Additional Testing

11
12 Additional testing may also be conducted as required by applicable state or
13 federal laws, rules, or regulations, subject to Section I (Purpose) above.

14 H. Refusal to Test

15
16 Employees who refuse to submit to a test administered in accordance with
17 this program may forfeit their eligibility for all ~~w~~Workers' eCompensation
18 medical and indemnity benefits and will be subject to dismissal. Employees
19 who refuse to submit to a chemical breath test will be subject to dismissal.
20

21 **VIII. TESTING PROCEDURE**

22
23 A. Tested Substances

24
25 The City may test for any or all of the following drugs:

- 26 Alcohol
27 Amphetamines (Biphetamine, Desoxyn, Dexedrine)
28 Cannabinoids (i.e., marijuana, hashish)
29 Cocaine
30 Phencyclidine (PCP)
31 Methaqualone (Quaalude, Parest, Sopor)
32 Opiates
33 Barbiturates (Phenobarbital, Tuinal, Amytal)
34 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion,
35 Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
36 Methadone (Dolophine, Methadose)
37 Propoxyphene (Darvocet, Darvon N, Dolene)
38
39

40 ~~B. Consent Required~~

1 ~~Job applicants and employees will be asked to sign a Consent To Testing~~
2 ~~form.—Execution of the consent to testing form by the employee shall not~~
3 ~~constitute a waiver of the grievance/arbitration procedures, if applicable.~~
4

5 EB. Designated Laboratory

- 6
7 1. Because of the potential adverse consequences of test results on
8 employees, the City will employ a very accurate testing program.
9 Specimen samples will be analyzed by a highly qualified,
10 independent laboratory which has been selected by the City and
11 certified by the appropriate regulatory agency. The name and
12 address of the certified laboratory currently used by the City is on file
13 with the Manager of Employee Health Services.
14

15 EC. Notification of Prescription Drug Use

16
17 Applicants and employees will be given an opportunity prior to and after
18 testing to, on a confidential basis, provide any information they consider
19 relevant to the test including listing all drugs they have taken within the
20 immediately preceding 30-day period, including prescribed drugs and to
21 explain the circumstances of the use of those drugs in writing or other
22 relevant medical information on a Drug Use Information form, which
23 information will be furnished to the Medical Review Officer (MRO) in the
24 event of a positive confirmed result. Applicants and employees will also be
25 provided with a notice of the most common medications by brand name or
26 common name, as well as the chemical name which may alter or affect a
27 drug test.
28

29 ED. Testing of Injured Employees

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

Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Breath will be used for the initial and confirmation tests for alcohol. Sufficient volume of specimens shall be obtained so as to provide for the necessary number of samples as may be required, depending upon the number of required procedures. Chemical breath testing methods will be utilized in connection with justifying further alcohol/blood tests in instances involving reasonable suspicion, and random ~~(if instituted in the future)~~ testing under this program. In the case of injured employees, the physician will have the discretion to determine to not draw a blood sample if such would threaten the health of the injured employee or if the employee has a medical condition unrelated to the accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. Under these circumstances, no inference or presumption of intoxication or impairment will be made for the purposes of § 440.101-.102, but discipline for violation of the Program may be taken based upon observable conduct or conditions and/or the result of other tests, if any.

GF. Cost of Testing

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

HG. Collection Site, Work Site

1. The City will utilize a collection site designated by an approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collections, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to an approved drug testing laboratory. The City may also utilize a medical facility (designated by the contract laboratory) as a collection site which meets the applicable requirements.
2. The City may require that an employee take a chemical breath test at the Work Site or other City facility.
3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen

1 and transportation of the specimen to the laboratory as applicable
2 will meet state or federal rules and guidelines. Florida Agency for
3 Health Care Administration's CHAIN OF CUSTODY form as
4 amended from time to time, will be used for each employee or job
5 applicant whose blood or urine is tested.
6

7 **H.** Collection Site, Work Site, Personnel

8
9 A specimen for a drug test will be taken or collected by:

- 10
11 1. A physician, a physician's assistant, a registered professional nurse,
12 a licensed practical nurse, a nurse practitioner, or a certified
13 paramedic who is present at the scene of the accident for the
14 purpose of rendering emergency service or treatment and/or
15 qualified breath alcohol technician as defined in CFR Part 40; or
16
- 17 2. A qualified person employed by a licensed laboratory who has the
18 necessary training and skills for the assigned tasks as described in
19 §440.102 (9) Fla. Stat.
20

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

25 **I.** Testing Laboratory

- 26
27 1. The laboratory used to analyze initial or confirmation drug specimens
28 will be licensed or certified by the appropriate regulatory agencies to
29 perform such tests. The Agency for Health Care Administration has
30 published Drug-Free Workplace Standards (Florida Administrative
31 Code, R 59A-24) which shall be followed by laboratories and
32 employers for testing procedures required under § 440.101-.102,
33 Fla. Stat.
34
- 35 2. All laboratory security, chain of custody, transporting and receiving of
36 specimens, specimen processing, retesting, storage of specimens,
37 instrument calibration and reporting of results will be in accordance
38 with applicable state or federal laws and rules established by HCA ~~or~~
39 ~~the U.S. Department of Transportation~~; to the extent the above
40 information is readily reproducible by the lab and not confidential,
41 such will be forwarded to the appropriate certified bargaining unit
42 representative upon their request and their payment for reproduction
43 cost.
44

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

5 **KJ.** Initial Tests Used

6
7 Initial tests will use an immunoassay except that the test for alcohol will be a
8 chemical breath test. The following cutoff levels will be used when
9 screening specimens to determine whether they are positive or negative for
10 these drugs or metabolites. All levels equal to or exceeding the following
11 will be reported as positive:

12	Alcohol	.04 g/dl%
13	Amphetamines	1000 ng/ml
14	Cannabinoids	50 ng/ml
15	Cocaine	300 ng/ml
16	Phencyclidine	25 ng/ml
17	Methaqualone	300 ng/ml
18	Opiates	300 ng/ml
19	Barbiturates	300 ng/ml
20	Benzodiazepines	300 ng/ml
21	Synthetic Narcotics:	
22	—Methadone	300 ng/ml
23	—Propoxyphene	300 ng/ml
24		

25 **LK.** Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.

26
27 All blood and urine specimens identified as positive on the initial test will be
28 confirmed using gas chromatography/mass spectrometry (GC/MS) or an
29 equivalent or more accurate scientifically accepted method approved by the
30 HCA, except that alcohol will be confirmed using an evidential breath
31 testing device (EBT). All confirmation will be done by quantitative analysis.
32 Concentrations which exceed the linear region of the standard curve will be
33 documented in the laboratory and recorded as "greater than highest
34 standard curve value." The following confirmation cutoff levels¹ will be used
35 when analyzing specimens to determine whether they are positive or
36 negative for these drug metabolites. All levels equal to or exceeding the
37 following will be reported as positive:

38	Alcohol	.04 g/dl%
39	Amphetamines	500 ng/ml
40	Cannabinoids	15 ng/ml
41	Cocaine	150 ng/ml
42	Phencyclidine	25 ng/ml
43	Methaqualone	150 ng/ml

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

Opiates	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
Synthetic Narcotics:	
—Methadone	150 ng/ml
—Propoxyphene	150 ng/ml

ML. Comparable Procedures

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

IX. TEST RESULTS

A. Reporting Results

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result report within seven (7) working days after receipt of the sample. The laboratory should report all test results (both positive and negative) to the MRO within seven (7) working days after receipt of the specimen at the laboratory. The name and address of the current MRO is on file with Employee Health Services. The MRO is contracted by the City and is not an employee of the drug testing laboratory.
2. The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on both the initial test and the confirmation test will be reported positive for a specific drug.
3. The laboratory will transmit results in a manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
4. As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that positive and negative test results were properly analyzed and handled according to HCA rules. The MRO may require a retest. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO

1 shall evaluate the drug test result(s) reported by the lab, verify by
2 checking the chain of custody form that the specimen was collected,
3 transported and analyzed under proper procedures and, determine if
4 any alternative medical explanations caused a positive test result.
5 This determination by the MRO may include conducting a medical
6 interview with the tested individual, review of the individual(s) medical
7 history or the review of any other relevant bio-medical factors. The
8 MRO shall also review all medical records made available by the
9 tested individual. The MRO may request the laboratory to provide
10 quantification of test results.

- 11
- 12 5. Within three (3) days of receipt of the test results, the MRO will: (1)
13 notify Designated Employer Representative (DER) of negative
14 results, and (2) contact the employee or job applicant regarding a
15 confirmed positive test result and make such inquiry as to enable the
16 MRO to determine whether prescription or over-the-counter
17 medication could have caused the positive test results. In this later
18 case, the MRO will follow the applicable procedure set forth in either
19 the HCA or D.O.T. rules for providing the employee or job applicant
20 the opportunity to present relevant information regarding the test
21 results. After following the appropriate procedures, the MRO will
22 notify the City in writing of any verified test results. If the MRO, after
23 making and documenting all reasonable efforts, is unable to contact
24 the employee or job applicant to discuss positive test results, the
25 MRO will contact a designated management official to arrange for
26 the employee or applicant to contact the MRO.

27

28

The MRO may verify a positive test without having communicated to
29 the employee or applicant about the results of the test, if 1) the
30 employee or applicant declines the opportunity, or 2) within two (2)
31 working days after contacting the designated management official,
32 the employee or applicant has not contacted the MRO. Further,
33 employees or applicants must cooperate fully with the MRO. Upon
34 receipt of notification by the City that an employee or applicant failed
35 to meet with the MRO upon his or her request or failed to promptly
36 provide requested information the City will disqualify an applicant
37 from being hired or will immediately place— an employee on
38 suspension without pay that may result in discharge.

- 39
- 40 6. Within five (5) calendar days after the City receives a confirmed
41 positive test result from the MRO, The City will notify the employee or
42 job applicant in writing of such test results, the consequences of
43 such results, and the options available to the employee or job
44 applicant, including the right to file an administrative or legal
45 challenge. Notification shall be mailed certified or hand delivered.
46 Hand delivery is the preferred method of providing notice to
47 employees. Mailed notification shall be deemed received by the

1 employee or applicant when signed for, or seven (7) calendar days
2 after mailing, whichever occurs first.

- 3
4 7. The City will, upon request, provide to the employee or job applicant
5 a copy of the test results (positive or negative).
6
7 8. Unless otherwise instructed by the City in writing, all written records
8 pertaining to a given specimen will be retained by the drug testing
9 laboratory for a minimum of two (2) years. The drug testing
10 laboratory shall retain (in properly secured refrigerated or frozen
11 storage) for a minimum period of one year, all confirmed positive
12 specimens. Within this one year period the City, employee, job
13 applicant, MRO or HCA may request, in writing, that the laboratory
14 retain the specimen for an additional period of time. If no such
15 request, or notice of challenge is received (See paragraph
16 ~~(IX)(B)(3)~~ below.), the laboratory may discard the specimen after
17 210 days of storage.
18

19 B. Challenges to Test Results

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

1 |
2 |

- 1 4. There shall be written procedures for the action to be taken when
2 systems are out of acceptable limits or errors are detected in
3 accordance with 49 CFR, Part 40.
4

5 C. Employee/Applicant Protection
6

- 7 1. During the 180-day period after the employee's or applicant's receipt
8 of the City's written notification of a positive test result, the employee
9 or applicant may request that the City have a portion of the specimen
10 retested, at the employee's or applicant's expense. The retesting
11 must be done at another HCA licensed laboratory. The second
12 laboratory must test at equal or greater sensitivity for the drug in
13 question as the first laboratory. The first laboratory which performed
14 the test for the City will be responsible for the transfer of the portion
15 of the specimen to be retested, and for the integrity of the chain of
16 custody for such transfer.
17
18 2. The drug testing laboratory will not disclose any information
19 concerning the health or mental condition of the tested employee or
20 job applicant.
21
22 3. The City will not request or receive from the testing facility any
23 information concerning the personal health, habit or condition of the
24 employee or job applicant including, but not limited to, the presence
25 or absence of HIV antibodies in a worker's body fluids.
26
27 4. The City will not dismiss, discipline, refuse to hire, discriminate
28 against, or request or require rehabilitation of an employee or job
29 applicant on the sole basis of a positive test result that has not been
30 verified by a confirmation test and by a MRO.
31
32 5. The City will not dismiss, discipline or discriminate against an
33 employee solely upon the employee's voluntarily seeking treatment,
34 while in the employ of the City, for a drug-related problem, if the
35 employee has not previously tested positive for drug use, entered an
36 employee assistance program for drug-related problems, or entered
37 an alcohol or drug rehabilitation program. This shall not prevent
38 follow-up testing as required by this program (See paragraph
39 ~~(VII.)(E.)~~ above).
40

41 D. Comparable Procedures
42

43 To the extent allowed by law and regulation, the City shall utilize 49 CFR,
44 Part 40 procedures for workplace drug testing programs in lieu of the
45 comparable procedures described herein, or incorporated by reference,

1 when such comparable procedures are based upon the requirements of
2 Fla. Admin. Code R. 59A-24.
3

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

- 5
6 A. The City regards its employees as its most important asset. Accordingly,
7 the City maintains an EAP which provides help to employees who suffer
8 from alcohol or drug abuse and other personal or emotional problems.
9 Employees with such problems should seek confidential assistance from
10 the EAP or other community resources before drug or alcohol problems
11 lead to disciplinary action. Employees may contact Employee Health
12 Services for the name of the City's EAP.
13
14 B. Information about a self-referred employee's contact with the EAP is
15 confidential and will not be disseminated without the employee's
16 permission. Further, an employee is not subject to discipline solely as a
17 result of a self referral for treatment.
18
19 C. However, use of the EAP or other community resources will not shield the
20 employee from appropriate disciplinary action for violations of the City's
21 Drug-Free Workplace Program if such violations come to the City's attention
22 through other means, including, but not limited to, reports from employees
23 or outsiders, direct observation, or drug testing.
24
25 D. Employees referred to the Substance Abuse Professional (SAP) as a result
26 of a first violation of the City's Drug-Free Workplace Program will be allowed
27 to continue their employment with the City provided they:
28
29 1. contact the SAP and strictly adhere to all the terms of treatment and
30 counseling; and
31
32 2. immediately cease any and all abuse/use of alcohol/drugs; and
33
34 3. consent, in writing, to periodic unannounced testing for a period of up
35 to 60 months after returning to work or completion of any
36 rehabilitation program, whichever is later; and
37
38 4. pass all drug test(s) administered under this program and
39
40 5. The employee and the certified bargaining representative, if any,
41 executes and abides by an agreement describing the required
42 conditions.
43
44

- 1 E. Participation in an employee assistance program or a drug rehabilitation
2 program shall be paid for to the extent authorized under the City's Health
3 insurance plan, whether the particular program is selected by the employee
4 or the City.
5

6 **XI. INVESTIGATION**

- 7
8 A. To ensure that illegal drugs and alcohol do not enter or affect the
9 workplace, the City reserves the right to undertake reasonable searches of
10 all vehicles, containers, lockers, or other items on City property in
11 furtherance of this program. Individuals may be requested to display
12 personal property for visual inspection. Exception shall be made for officers
13 on duty who must sell, purchase, possess, manufacture, distribute or
14 dispense drugs, or their metabolites or alcohol as part of the work
15 assignment.
16
17 B. Searches for the purpose described herein will be conducted only where
18 the City has reasonable suspicion that the employee has violated the City's
19 Drug-Free Workplace Program, and that evidence of such misconduct may
20 be found during the search. -A substance abuse investigation report shall
21 be completed within twenty-four (24) hours after any search conducted
22 pursuant to this sub-section.
23
24 C. Preventing a premises/vehicle search or refusing to display personal
25 property for visual inspection pursuant to this section will be grounds for
26 disciplinary action, up to and including dismissal and/or denial of access to
27 City premises.
28
29 D. Searches of an employee's personal property will take place only in the
30 employee's presence. All searches under this program will occur with the
31 utmost discretion and consideration for the employee involved.
32
33 E. Individuals may be required to empty their pockets, but under no
34 circumstances will an employee be required to remove articles of clothing or
35 be physically searched except by law enforcement personnel having lawful
36 authority to do so.
37
38 F. Because the City's primary concern is for the safety of its employees, the
39 public and their working environment, the City will not normally seek
40 prosecution in matters involving mere possession of illegal substances
41 discovered solely as a result of a reasonable search under this section.
42 However, the City will turn over all confiscated drugs and drug
43 paraphernalia to the proper law enforcement authorities. Further, the City
44 reserves the right to cooperate with or enlist the services of proper law
45 enforcement authorities in the course of any investigation.
46

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

2
3 A. As a condition of employment, each employee obligates himself or herself
4 to notify his or her appropriate management representative of the arrest for
5 any alleged violation of, or conviction under any criminal drug statute,
6 including but not limited to, offenses described in Chapter 316.193, Chapter
7 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate
8 notice required under paragraph ~~(V.)(1.)~~ of this program, the employee shall
9 give the required notice within 48 working hours of such event. Failure to
10 notify will result in dismissal.

11
12 B. Arrests:

13
14 If an employee is arrested on a charge of commission of a drug-related
15 crime, the City will perform a preliminary investigation of all of the facts and
16 circumstances surrounding the alleged offense, and City officials may utilize
17 the drug-testing procedures in accordance with this program. In most
18 cases, the arrest for a drug-related crime, except off-duty alcohol use, will
19 constitute reasonable suspicion of drug use under this program. However,
20 information on drug test results shall not be released or used in any criminal
21 proceeding against the employee. Information released contrary to this
22 section shall be inadmissible as evidence in any such criminal proceeding.
23 In conducting its own investigation the City shall use the following
24 procedures:

25
26 1. During the preliminary investigation, an employee may be placed on
27 leave with pay, if applicable, or removed from ~~his/hersafety sensitive or~~
28 ~~"special risk"~~ assignments/positions.

29 ~~1-2.~~ After the preliminary investigation is completed, but in no event later
30 than 15 days after the ~~Police Chief/Designee~~~~employee's department~~
31 ~~head~~ learns of the arrest, normal personnel procedures shall be
32 implemented.

33 **XIII. CONFIDENTIALITY**

34
35 All information, interviews, reports, statements, memoranda and drug test results,
36 written or otherwise, received by the City as a part of this drug testing program are
37 confidential communications. Unless required by state or federal laws, rules or
38 regulations, the City will not release such information without a written consent
39 form signed voluntarily by the person tested, except when consulting with legal
40 counsel in connection with action brought under or related to § 440.101-.102, Fla.
41 Stat., or when the information is relevant to the City's defense in a civil or
42 administrative matter.

43
44 The provisions of §119.07 to the contrary notwithstanding:

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

40 **XIV. RECORDS AND TRAINING**
41

42 A. Resource File
43

44 The City will maintain a current resource file of providers of employee
45 assistance including alcohol and drug abuse programs, mental health

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

10 B. Individual Test Results

- 11 1. The MRO shall be the sole custodian of individual positive test
12 results.
- 13 2. The MRO shall retain the reports of individual positive test results for
14 a period of two (2) years.
- 15 3. The City shall keep confidential and retain for at least one (1) year an
16 employee's challenge or explanation of a positive test result, the
17 City's response thereto, and the report of positive result. Formatted: Not Highlight
- 18 4. The City shall keep all negative test results for two (2) years. Formatted: Not Highlight

24 C. General Records of the City

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

36 D. Drug Training Program

- 37 1. The City shall establish and maintain a Drug Training Program. The
38 Program shall, at a minimum, include the following:
 - 39 a. A written statement on file and available for inspection at its
40 Human Resources Department outlining the Program.:-

1 | b. At least an annual educational and training component for
2 | employees which addresses drugs; and

3 |
4 | c. An educational and training component for all supervisory and
5 | managerial personnel which addresses drugs.

6 |
7 | 2. The educational and training components described in paragraphs
8 | ~~(D.)(1.)(b.)~~ and ~~(D.)(1.)(c.)~~ above shall include the following:

9 |
10 | a. The effects and consequences of drug use on personal
11 | health, safety and work environment; and

12 |
13 | b. The manifestations and behavioral changes that may indicate
14 | drug use or abuse; and

15 |
16 | c. Documentation of training given to employees, supervisory
17 | and management personnel.

18 |
19 | E. Comparable Procedures

20 |
21 | To the extent allowed by law and regulation, the City shall utilize 49 CFR,
22 | Part 40 procedures for workplace drug testing programs in lieu of the
23 | comparable procedures described herein, or incorporated by reference,
24 | when such comparable procedures are based upon the requirements of
25 | Fla. Admin. Code R. 59A-24.

ATTACHMENT I

SAFETY SENSITIVE POSITION DEFINITIONS AND KEY

ABBREVIATION	DEFINITION
DISPATCH OF VEH.	RESPONSIBILITY FOR DISPATCH OF EMERGENCY VEHICLES (EITHER EMERGENCY RESPONSE/PUBLIC SAFETY VEHICLES OR OTHER VEHICLES IN EMERGENCY SITUATIONS).
MAINT OF VEH.	MAINTENANCE OF THE TYPE AND KIND THAT IF PERFORMED IMPROPERLY COULD RESULT IN DANGER TO THE OCCUPANTS/USERS OR OTHER EMPLOYEES OR MEMBERS OF THE PUBLIC NEAR THE VEHICLE/EQUIPMENT.
CHAUF. OTHER EMPLOY	CHAUFFEUR OTHER EMPLOYEES AS PART OF ASSIGNED DUTIES.
HANDLE HAZARDOUS MATERIALS OR EQUIP (INCLUDES GUNS & OTHER SAFETY EQUIPMENT)	TRANSPORTS, MIXES, HANDLES, USES HAZARDOUS MATERIALS, OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.
CDL LIG	REQUIRED TO OPERATE CDL CLASSIFIED VEHICLES.
SUPV CHILDREN	SUPERVISE CHILDREN OR RESPONSIBLE FOR THE SECURITY OF CHILDREN.
OPER. LRG. EQUIP.	REQUIRED TO OPERATE LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC.
IMMDT MGMT RISK	DUTIES REQUIRE DRUG PREVENTION FOREKNOWLEDGE OF IDENTITIES OF INDIVIDUALS TO BE TESTED.
SPECIAL LICENSE	ANY POSITION THAT REQUIRES SPECIALIZED LICENSING BY CITY, STATE, OR FEDERAL LAW OR REGULATION WHICH INVOLVES ADDITIONAL MEDICAL AND/OR BACKGROUND INVESTIGATIONS. THE EXISTENCE OF A SPECIAL LICENSE REQUIREMENT MAY BE USED FOR THE PURPOSE OF SUPPORTING A SAFETY SENSITIVE DESIGNATION BUT SHALL NOT BE SUFFICIENT IN AND OF ITSELF REQUIRE A SAFETY SENSITIVE DESIGNATION.
ENFORCE DRUG POLICY	REQUIRED TO ENFORCE DRUG POLICY (INTERDICTION AND DISCIPLINE).
SYSTEMS OPER.	DESIGN, CONSTRUCTION, MAINTENANCE, INSPECTION & OPERATION OF SYSTEMS CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES OR REGULATES, MAINTAINS, REPAIRS TRAFFIC SIGNAL DEVICES.
SUPV/SAFETY SENSITIVE POSITION	ANYONE WHO DIRECTLY SUPERVISES A SAFETY SENSITIVE POSITION.
ACCESS/CRIMINAL INVEST. INFO	REQUIRED TO WORK WITH OR HAVE ACCESS TO INFORMATION OR DOCUMENTS PERTAINING TO CRIMINAL INVESTIGATIONS.
EMERGENCY RESPONSE REQUIRED	REQUIRED TO RESPOND UNDER EMERGENCY CONDITIONS.

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OTHER

*A POSITION IN WHICH A MOMENTARY LAPSE IN ATTENTION COULD
RESULT IN INJURY OR DEATH TO ANOTHER PERSON.*

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**CONFIDENTIAL
SUBSTANCE ABUSE INVESTIGATION REPORT**

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

Date observed: _____ Time observed: _____
 Employee Name: _____
 Employee Identification Number: _____

Field Code Changed
 Field Code Changed
 Field Code Changed
 Field Code Changed

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

CONDITION(S) OBSERVED/INFORMATION/EVIDENCE RECEIVED:

Mark all items that apply and describe specifics.

REASONABLE SUSPICION FOR: ALCOHOL CONTROLLED SUBSTANCES

APPEARANCE:

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

Description: _____

Field Code Changed

BEHAVIOR:

normal	<input type="checkbox"/>	erratic	<input type="checkbox"/>	irritable	<input type="checkbox"/>
inappropriate gaiety	<input type="checkbox"/>	mood swings	<input type="checkbox"/>	lethargic	<input type="checkbox"/>
lack of coordination	<input type="checkbox"/>	slurred speech	<input type="checkbox"/>	confusion	<input type="checkbox"/>
excessive absenteeism	<input type="checkbox"/>	chronic sore throat	<input type="checkbox"/>	depressed	<input type="checkbox"/>
avoids supervisors	<input type="checkbox"/>	talkativeness	<input type="checkbox"/>	agitation	<input type="checkbox"/>
lack of concentration	<input type="checkbox"/>	pattern of accidents	<input type="checkbox"/>	forgetfulness	<input type="checkbox"/>
frequent need to borrow money	<input type="checkbox"/>	unsatisfactory work performance	<input type="checkbox"/>	difficulty making eye contact	<input type="checkbox"/>
wearing sunglasses or long sleeve shirts at inappropriate times	<input type="checkbox"/>	Increased difficulty at home	<input type="checkbox"/>	isolation or withdrawn from co-workers	<input type="checkbox"/>
secretive behavior	<input type="checkbox"/>	defensive behavior	<input type="checkbox"/>	other	<input type="checkbox"/>

Description: _____

Field Code Changed

BODY ODORS: _____

Field Code Changed

OTHER OBSERVATIONS FOR REASONABLE SUSPICION: _____

Field Code Changed

AUTHORITY FOR TESTING: _____
 i.e., FMCSA, PHMSA, FTA, CWA, City, IAFF, PBA, FOP, ATU

Field Code Changed

 Designated Management Representative

 Designated Management Representative

 Designated Management Representative

 Preparation Date/Time

 Preparation Date/Time

 Preparation Date/Time

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

