

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, 2019 - SEPTEMBER 30, 2022

**FRATERNAL ORDER OF POLICE (FOP)
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE #</u>
PREAMBLE	1
ARTICLE 1 FOP RECOGNITION.....	2
ARTICLE 2 DUES DEDUCTION	2
ARTICLE 3 PROHIBITION OF STRIKES	3
ARTICLE 4 MANAGEMENT RIGHTS.....	4
ARTICLE 5 FOP REPRESENTATION, ACTIVITY AND BULLETIN BOARDS.....	5
ARTICLE 6 GRIEVANCE PROCEDURE.....	8
ARTICLE 7 NON-DISCRIMINATION.....	13
ARTICLE 8 DISCHARGE AND DISCIPLINE	13
ARTICLE 9 VACATIONS.....	16
ARTICLE 10 HOLIDAYS	18
ARTICLE 11 HOURS OF WORK	20
ARTICLE 12 SICK LEAVE	23
ARTICLE 13 BEREAVEMENT LEAVE	28
ARTICLE 14 PREMIUM PAY	28
ARTICLE 15 SPECIAL DUTY/ASSIGNMENTS PAY.....	32
ARTICLE 16 LONGEVITY PAY.....	33
ARTICLE 17 HEALTH AND LIFE INSURANCE	36
ARTICLE 18 TUITION REIMBURSEMENT	39
ARTICLE 19 MISCELLANEOUS EMPLOYEE BENEFITS.....	39
ARTICLE 20 WORKERS' COMPENSATION.....	44
ARTICLE 21 LEAVE OF ABSENCE	46
ARTICLE 22 MILITARY LEAVE.....	58
ARTICLE 23 JOB VACANCY - PROBATION - PROMOTION	59
ARTICLE 24 LAYOFF	62
ARTICLE 25 RECALL	62
ARTICLE 26 LENGTH OF SERVICE	64
ARTICLE 27 LIABILITY.....	65

ARTICLE 28 HEALTH AND SAFETY 66
ARTICLE 29 WAGES 66
ARTICLE 30 SEVERABILITY 74
ARTICLE 31 DRUG TESTING 74
ARTICLE 32 K-9 PERSONNEL..... 73
ARTICLE 33 PENSIONS 74
ARTICLE 34 BILLABLE SERVICES.....76
ARTICLE 35 PAID TIME OFF 77
ARTICLE 36 ENTIRE AGREEMENT.....84

EXHIBIT I – PAY PLAN

ADDENDUM A – DRUG-FREE WORKPLACE

PREAMBLE

1
2
3
4
5
6
7
8
9
10

THIS AGREEMENT, entered into as of the _3rd day of October 2019, 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.

1 **ARTICLE 1**

2 **FOP RECOGNITION**

3 1.1 The City recognizes Gator Lodge 67, Inc. Fraternal Order of Police (FOP) as the
4 exclusive collective bargaining agent of all sworn personnel of the City of
5 Gainesville Police Department in the classifications of: Police Officer, Police
6 Corporal and Police Sergeant, as described in PERC Case Number AC-2005-
7 002 dated June 13, 2005. Excluded from this bargaining unit are budget staff,
8 polygraph operators, Sergeant/Personnel Officer, Internal Affairs investigators
9 and all other employees of the City of Gainesville.

10
11 **ARTICLE 2**

12 **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 from an employee
15 covered by this Agreement, the City agrees to deduct on a bi-weekly basis
16 amounts as certified to the Employer by the Treasurer of the Fraternal Order of
17 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
30 result of any action taken or not taken by the City under the provisions of this
31 Article.

1 2.4 The City will furnish the FOP with a list of employees who are eligible for
2 membership in the FOP. This list will be furnished upon written request from the
3 FOP Chair.
4

5 **ARTICLE 3**

6 **PROHIBITION OF STRIKES**

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

22 3.2 Any employee covered by this Agreement who participates in, is a party thereto,
23 or promotes any of the above actions as outlined in Section 3.1 or other similar
24 forms of interference with the operations or functions of the City, shall be subject
25 to disciplinary action up to and including discharge. The only question that shall
26 be raised in any proceedings, judicial or otherwise, contesting such action, is
27 whether any provision as outlined in Section 3.1 was violated by the employee to
28 be disciplined or discharged. Employees shall not be entitled to any benefits or
29 wages whatsoever while they are engaged in strike activities, or other
30 interruptions of work. Any employee discharged in accordance with this Article
31 or applicable provisions of the State of Florida Employees Collective Bargaining

1 Statute shall, if appointed, reappointed, employed or re-employed by the City,
2 serve a six (6) month probationary period following the reappointment or
3 reemployment, and the compensation may in no event exceed that received
4 immediately prior to the time of the violation and the compensation may not be
5 increased for one (1) year.

6 3.3 In the event of a strike as defined in Section 3.1, the FOP, after determining such
7 individuals are FOP members, shall immediately, within 24 hours, verbally where
8 possible, and in writing, order such employees to return to work; copy of such
9 order to be provided to the City within twenty-four (24) hours. This Article is not
10 subject to the arbitration provisions of this Agreement but shall be enforced by
11 the ordinary processes of law.

12 **ARTICLE 4**

13 **MANAGEMENT RIGHTS**

14
15 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its
16 constituent agencies, set standards of services to be offered to the public and
17 exercise control and discretion over its organization and operations.

18 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and
19 authority of the Employer further include, but are not limited to, the following: to
20 direct and manage employees of the City; to hire, promote, transfer, schedule,
21 assign and retain employees, to suspend, demote, discharge or take other
22 disciplinary action against employees for just cause; to relieve employees from
23 duty because of lack of work, funds, or other legitimate reasons; to maintain the
24 efficiency of its operations including the right to contract and subcontract existing
25 and future work; to determine the duties to be included in job classifications and
26 the numbers, types and grades of positions or employees assigned to an
27 organizational unit, department or project; to assign overtime and to determine
28 the amount of overtime required; to control and regulate the use of all its
29 equipment and property; to establish and require employees to observe all its
30 rules and regulations, to conduct performance evaluations; and to determine

1 internal security practices. The Employer agrees that, prior to lay-off of FOP
2 bargaining unit members, it will discuss such with the FOP.

3 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil
4 emergency conditions exist, including, but not limited to, riots, civil disorders,
5 severe weather conditions (or similar catastrophe), the provisions of this
6 Agreement may be suspended by the City Manager/designee during the time of
7 the declared emergency, provided that wage rates and monetary fringe benefits
8 shall not be suspended. Should an emergency arise, the FOP shall be advised
9 as soon as possible of the nature of the emergency.

11 **ARTICLE 5**

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

13 5.1 The FOP shall have the right to select employees from those covered by this
14 Agreement to act as FOP representatives. A written list of the FOP
15 representatives or changes to the list of representatives shall be forwarded to the
16 City's Human Resources Director and the Chief of Police prior to the effective
17 date of their assuming FOP duties with the City. FOP representatives shall not
18 exceed twelve (12) in number. No FOP representative will perform any FOP
19 work with the City unless the above has been complied with.

20 5.2 An FOP representative may, with proper authorization by the Chief of Police or
21 designee, which will not be unduly withheld, be admitted to the property of the
22 Employer. The representative, as designated above, shall be able to talk with
23 employees before or after regular working hours or during lunch hours of said
24 employees on Employer property in areas designated by the Employer.

25 5.3 FOP representatives must be employees in the bargaining unit who have
26 satisfactorily completed their probationary period.

27 5.4 The FOP recognizes that its representatives are not entitled to any special
28 benefits or treatment because of their role, nor shall representatives be
29 discriminated against for the proper and legitimate FOP activity in which they
30 engage.

- 1 5.5 While on a medical leave of absence without pay, while on sick leave, or while
2 receiving Workers' Compensation payments, employees shall not function as
3 FOP representatives.
- 4 5.6 The investigation, handling or adjustment of grievances shall be conducted by
5 employees and/or FOP representatives during non-working hours. Management,
6 at its discretion, may conduct a grievance hearing, at any step of the grievance
7 procedure, during working hours.
- 8 5.7 Up to three (3) employees in any one (1) instance who are members of the FOP
9 may be granted time off by the Chief of Police or designee to attend FOP
10 business without loss of straight time pay or benefits by using pool time,
11 provided:
- 12 A. A written request for use of FOP Pool Time is submitted to the employee's
13 supervisor in advance of time off. It is further provided that as much
14 notice as possible must be given in order to use pool time.
- 15 B. The Chief of Police shall have the right to restrict the number of persons
16 off for FOP Pool Time to a single individual when an emergency condition
17 exists or staffing on shift is such that time off from work would create a
18 clear and present danger to public safety. This provision authorizes the
19 Chief of Police not only to refuse FOP Pool Time, but to revoke previously
20 authorized time off for FOP business, except for a single individual, when
21 an emergency condition exists and/or such time off from regular
22 assignments would create a clear and present danger to public safety.
- 23 C. The City shall donate 200 work hours to the FOP Time Pool each fiscal
24 year to be used only in accordance with paragraph 5.11 and in conducting
25 business for City of Gainesville FOP members. These hours shall not
26 carry over from one year to the next.
- 27 5.8 It shall be the FOP's responsibility to supply to the City an FOP Time Pool
28 Authorization form which includes the name of the employee and the hours of
29 vacation time donated by the employee to the pool on a form supplied by the
30 City. The form must be signed by the employee donating time. Time donations
31 may be made each April 1 and October 1 and shall be in increments of not less

1 than three (3) hours nor more than forty-eight (48) hours. Time pool hours may
2 be drawn upon at the discretion of the FOP in increments of at least one (1)
3 hour.

4 5.9 Charges against the FOP Business Time Pool shall only be made when signed
5 by the Chair, Executive Vice Chair or Membership Vice Chair of the FOP. If the
6 FOP Time Pool shall become depleted, anyone engaging in FOP activities
7 during his/her working hours shall do so without pay, unless otherwise provided
8 in this Agreement.

9 5.10 A record of all time donated and drawn against the above pool shall be kept by
10 the Police Department and the FOP. The FOP shall indemnify, defend and hold
11 the City harmless against any and all claims made and against any suits
12 instituted against the City on account of the City complying with any of the
13 provisions of this Article.

14 5.11 An FOP representative shall be granted pool time to attend public budget
15 hearings or resolution of impasse hearings before the City Commission and
16 State Board meetings of the Fraternal Order of Police.

17 5.12 Any employee-donated hours will be used before City-donated hours and may
18 be carried over from year to year.

19 5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed
20 upon location, not to exceed approximately four feet (4') by three feet (3') in size
21 for the following notices only:

- 22 A. FOP literature;
- 23 B. Notices of FOP meetings;
- 24 C. FOP elections;
- 25 D. Reports of FOP Committees;
- 26 E. Recreational and social affairs of the FOP;
- 27 F. Notices by Public bodies; and
- 28 G. Other written material which first has been submitted in accordance with
29 paragraph 5.14 below.

30

1 grievance procedure as outlined herein and shall adequately set forth the facts
2 pertaining to the alleged violation.

3 6.2 Rules for Grievance Processing:

4 It is agreed:

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

8 B. Time limit at any stage of the grievance procedure may be extended by
9 the written mutual agreement of the parties involved at that step.

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

15 D. In computing time limits under this Article, Fridays (Step Three only),
16 Saturdays, Sundays and City-designated Holidays shall not be counted
17 except where it is specified by calendar days.

18 E. In settlement of any grievance resulting in retroactive adjustment, such
19 adjustment shall be limited to ten (10) days prior to the date of the filing of
20 the grievance except in the case where the compensation of an employee
21 is set or computed in error, then guidelines established in the City
22 Manager's Administrative Procedure No. 2A, in effect on 9/13/04, will be
23 followed.

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

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

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

31 (3) The remedy or correction requested.

1 G. An employee, upon request, shall be entitled to FOP representation in
2 accordance with the provisions of this Agreement at each and every step
3 of the grievance procedure set forth in this Agreement. This shall not be
4 construed as requiring the FOP to represent a non-member.

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

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

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

22 **6.3 Steps in the Grievance Process:**

23 **STEP ONE:** An employee who has a grievance may, with or without FOP
24 representation, submit it in writing to the Bureau
25 Commander (Lieutenant or Captain as the case may be).
26 The Bureau Commander shall hold a meeting within ten (10)
27 days of receipt of the grievance and give a written response
28 to the employee within ten (10) days after holding such
29 meeting. The aggrieved employee, upon his/her request,
30 may be accompanied at this meeting by the FOP
31 representative. A grievance which involves a disciplinary

1 action authorized by the Chief may be appealed directly to
2 the second step of the grievance procedure.

3 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved
4 employee or the FOP may submit a written appeal to the
5 Chief of Police within ten (10) days after the Step 1 answer
6 was due and shall be signed by the employee. The Chief of
7 Police or designee shall hold a meeting within ten (10) days
8 of receipt of the request and give a written response to the
9 employee and the FOP within ten (10) days after holding
10 such meeting.

11 STEP THREE: If the appeal is not settled at Step 2, the aggrieved
12 employee or the FOP may submit a written appeal to the
13 City Manager within ten (10) days after the Step 2 answer
14 was due and shall be signed by the employee and the FOP
15 representative. Any discharged employee who has
16 completed his/her probationary period or the Fraternal Order
17 of Police shall have the right to appeal said discharge
18 directly to the third step of the grievance procedure provided
19 such appeal is made within ten (10) days from the effective
20 date of such action, computed in accordance with Section
21 6.2(D). The City Manager or designee shall hold a meeting
22 within ten (10) days of receipt of the request and give a
23 written response to the employee and the FOP within ten
24 (10) days after holding such meeting.

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

1 6.5 Within ten (10) days after receipt of the appeal to arbitration, the parties shall
2 jointly request the Federal Mediation and Conciliation Service (FMCS), the sole
3 function of FMCS being to assist in the selection of the arbitrator, to furnish a
4 panel of five (5) impartial arbitrators particularly skilled in matters involving local
5 government employee relations. Both the City and the FOP shall have the right
6 to strike two (2) names from the panel. Within ten (10) days after receipt of the
7 list, the parties shall meet and alternately cross out names on the list. Lot
8 chance shall determine who shall cross out first. The remaining person shall be
9 the arbitrator. FMCS shall be notified of the selection, following instructions on
10 the FMCS form, within ten (10) days of the selection being made. The arbitrator
11 shall be notified of his/her selection, following instructions from FMCS, within ten
12 (10) days of receiving those instructions by a joint letter from the City and the
13 FOP requesting that he/she set a time and place, subject to the availability of the
14 City and FOP representatives.

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

26
27 **ARTICLE 8**

28 **DISCHARGE AND DISCIPLINE**

29 8.1 A regular employee may be disciplined or discharged only for just cause and in a
30 fair, impartial and consistent manner as established by the City. It is understood

1 by the parties that employees are subject to all Rules and Regulations of the City
2 and of the Gainesville Police Department.

3 8.2 Any written warnings (counseling forms, IOC's, performance infractions), written
4 instructions and cautionings (employee notice) or disciplinary actions involving
5 discharge, demotion, probation and suspension shall be furnished to the
6 employee outlining the reason for the reprimand. The employee shall be
7 requested to sign the statement; however, signature does not imply agreement,
8 only knowledge and receipt of such reprimand. If the employee refuses to sign,
9 this refusal shall be noted and placed in the employee's personnel file.
10 Whenever possible, the City will make every effort to reprimand an employee in
11 a private manner so as to avoid embarrassing the employee. Employee notices
12 imposing written instruction and cautioning and disciplinary actions involving
13 discharge, demotion, probation and suspension should, except as provided
14 herein, be issued within twenty (20) days from the time the Chief of Police knows
15 with reasonable certainty that causes for such actions exist. This limitation shall
16 not apply if the Chief of Police determines that extenuating circumstances exist.

17 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of
18 pay are subject to the grievance provisions of this Agreement. Employee
19 Notices (Written instructions and cautionings) are subject to the grievance
20 provisions of this Agreement.

21 8.4 Written warnings (counseling forms, IOC's, performance infractions) or verbal
22 warnings are not subject to the grievance provisions of this Agreement. Such
23 warnings are not to be considered "first offenses" for purposes of progressive
24 discipline.

25 8.5 Any discharged employee who has completed his/her probationary period or the
26 Fraternal Order of Police shall have the right to appeal said discharge directly to
27 the third step of the grievance procedure provided such appeal is made within
28 ten (10) days from the effective date of such action, computed in accordance
29 with Section 6.2(D).

- 1 8.6 The discharge, discipline, demotion, layoff or suspension of probationary
2 employees on initial hire or rehire shall not be subject to the grievance procedure
3 of this Agreement.
- 4 8.7 An officer shall not be required to respond in writing to an anonymous complaint
5 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,
6 which complaint is made solely by the citizen in question and shall be
7 investigated on a verbal basis unless and until some corroborating evidence is
8 obtained.
- 9 8.8 When imposing incremental discipline, the Chief will not use prior infractions of
10 the same rule that have occurred more than two years from the date of the
11 current violation under consideration.
12 However, the above 8.8 may be considered as a part of the overall disciplinary
13 record when used as justification for discharge.
- 14 8.9 An employee, upon request, shall be entitled to FOP representation at
15 disciplinary interviews or conferences in accordance with law and 6.2 (G) of this
16 Agreement.
- 17 8.10 There shall be only one official personnel file for each employee and it shall be
18 maintained in the Human Resources department. Employees will be given a
19 copy of any disciplinary action placed in the employee's official personnel file.
20 This article shall follow all guidelines as established by Florida law. Any
21 employee disagreeing with a disciplinary action placed in such file shall be
22 allowed to have his/her views regarding such action placed in the file. An
23 employee will have the right to review his/her own official personnel file at
24 reasonable times under proper supervision.
- 25 8.11 When an allegation of employee misconduct is made against a non-probationary
26 bargaining unit member, the City will ensure the allegation is reduced to writing.
27 If the allegation of employee misconduct is criminal in nature, the complaint will
28 be under oath.
- 29 8.12 Any testimony that is considered for a final disposition in a sustained internal
30 investigation must have been taken under oath.

1 8.13 In an effort to provide an intermediate disciplinary action step between written
2 instruction and cautioning and actual suspension of an employee (where that
3 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 who
10 are not participating in Paid Time Off (PTO) under Article 35 shall accrue
11 vacation leave based on their date of regular employment and shall be limited to
12 the following schedule:

<u>Years of Continuous Service:</u>	<u>Time Accrued</u>
13 1 to 5 years 14 (1 month thru 59 months)	80 hours per year
16 5 to 10 years 17 (60 months thru 119 months)	96 hours per year
19 10 to 15 years 20 (120 months thru 179 months)	120 hours per year
22 15 to 20 years 23 (180 months thru 239 months)	136 hours per year
25 20 years to 25 years 26 (240 months thru 299 months)	168 hours per year
28 25 years or more 29 (300 months or more)	176 hours per year

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

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
34 1 to 5 years	180
35 over 5 years	240

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

6 9.3 Vacation leave shall continue to accrue during periods of absence in which the
7 employee is in pay status.

8 9.4 Paid vacation leave may not be taken during the initial six (6) months of
9 employment or re-employment. After this initial six (6) months period, vacation
10 leave may be taken with Chief of Police or equivalent approval. The City shall
11 ensure that no member is unreasonably denied earned vacation.

12 9.5 Should a holiday occur during an employee's vacation, that day shall be charged
13 as a holiday.

14 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a
15 vacation, except as provided in 9.9 and 9.11.

16 9.7 Vacation leave shall not be granted in advance of being earned. If an employee
17 has insufficient vacation leave credit to cover a vacation leave, the employee
18 shall be in a no-pay status.

19 9.8 Employees who are transferred from one department to another shall have their
20 vacation leave credits transferred with them.

21 9.9 Upon entry into the DROP, employees shall be entitled to compensation for any
22 earned but unused vacation leave that is pensionable, at the employee's straight
23 time rate of pay. Upon termination of employment, the employee shall be
24 entitled to compensation for any earned but unused vacation leave to his/her
25 credit at the time of termination at the employee's regular straight time rate of
26 pay. This does not apply to employees having less than six (6) months service.
27 The employee's official termination date shall be the last day of active
28 employment and shall not be extended due to payment for unused vacation time.

29 9.10 If an employee is called back to work during his/her vacation period, the
30 employee shall be allowed to reschedule with special consideration any vacation
31 time lost as a result of the call back.

1 9.11 On or about the employee's hire date or adjusted service date, employees
2 covered by this Agreement shall be permitted to sell back up to seventy (70)
3 hours of accrued vacation leave to the City at the employee's regular straight
4 time hourly rate. No employee shall be permitted to sell back accrued vacation
5 leave if he/she has less than eighty (80) hours of vacation leave. The employee
6 shall not be permitted to sell back accrued vacation leave if selling back such
7 time brings the employee's total time below eighty (80) hours.

8
9 **ARTICLE 10**
10 **HOLIDAYS**

11 10.1 Nothing in this Agreement will be interpreted to restrict the right of the City to
12 determine the number and types of employees who will work on a holiday. No
13 employee will be entitled to work on a holiday unless directed to do so by the
14 City, nor will an employee be entitled to any pay except holiday pay for any
15 holiday on which the employee did not work. The City observes the following
16 paid holidays, but reserves the right to schedule work on these days. Regular
17 full time employees covered by this Agreement are entitled to nine (9) paid
18 holidays as listed in 10.1 and 10.2:

19
20

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
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

21
22
23
24
25
26
27
28
29

30 Holidays shall be observed on the observance date as established by the City,
31 except for those employees who are scheduled to work on a Saturday or Sunday

1 on which the actual holiday falls; they shall observe the actual date. Employees
2 assigned to administrative duties shall observe the Managerial Holiday schedule.
3

4 10.2 Employee's Option Days

5 Three (3) Employee's Option Days as follows: The City agrees to provide three
6 (3) non-cumulative employee's option days during the fiscal year to all
7 employees covered by this Agreement who have achieved regular status or who
8 have completed the first six (6) months of an initial probationary period in a
9 regular position. These days must be taken as normal work days and must be
10 taken during the fiscal year in which the employee became eligible, after he/she
11 attains eligibility, provided the days selected by the employee have prior
12 Department Head or equivalent approval. Said days shall not be used for the
13 purpose of overtime.

14 10.3 Whenever a holiday as listed section 10.1 occurs on an employee's scheduled
15 day off and the employee does not work thereon, the employee shall receive
16 another day off with pay within the same fiscal year or within 120 days after said
17 holiday, whichever is later. Hours compensated shall match the scheduled
18 holiday work hours of the employee.

19 10.4 Whenever a holiday as listed in Section 10.1 occurs on an employee's regularly
20 scheduled work day or the employee is required to work on a holiday on his/her
21 scheduled day off, unless subject to overtime rates as provided in Article 14 –
22 Premium Pay, the employee shall receive straight time for the hours worked and
23 receive another day off with pay; or the employee may elect to receive two times
24 their regular straight time pay for scheduled hours worked, and their regular
25 straight time pay for any hours worked in excess of their scheduled shift, with no
26 day off. Unless the employee declares seven calendar days prior to the holiday
27 that they want to receive only pay for the hours worked, they shall receive their
28 straight time rate of pay for all hours worked, and another day off. The day off
29 shall be taken within the same fiscal year or within 120 days after said holiday,
30 whichever is later. There shall be no pyramiding to this section in the
31 computation of overtime.

1 10.5 Failure to report for work on a holiday after having been scheduled to work on
2 such holiday shall be just cause for denial of holiday pay and may result in
3 disciplinary action being taken.

4 10.6 Should a holiday occur during an employee's sickness, it shall be the option of
5 the employee to be charged with a sick day or holiday if the sickness includes
6 two or more consecutive workdays immediately preceding and/or following the
7 holiday.

8
9 **ARTICLE 11**
10 **HOURS OF WORK**

11 11.1 The provisions of this Article are intended to provide a basis for determining the
12 basic work period and shall not be construed as a guarantee, except as provided
13 in 11.2 below, to such employee of any specified number of hours of work either
14 per day or per week or as limiting the right of the City to fix the number of hours
15 of work (including overtime) either per day or per week for such employee. The
16 City has the authority to establish shifts and to use any method in establishing a
17 shift as well as change, increase, decrease, initiate, restrict and cancel a shift in
18 order to meet the needs of the department and to provide superior service to the
19 community.

20 11.2 BASIC WORK PERIOD

21 A. The work period for all employees covered by this Agreement, except as
22 otherwise designated by the Chief of Police or as provided for in 32.1,
23 shall consist of a period of fourteen (14) consecutive days. The normal
24 workday for Operations personnel who are assigned to Patrol functions
25 within the Operations Bureau, whose primary function is to respond to
26 calls for service, shall be a ten (10) or twelve (12) hour shift in a twenty-
27 four (24) hour period.

28 The parties agree that Operations personnel who are assigned to Patrol
29 functions within the Operations Bureau, whose primary function is to
30 respond to calls for service, will continue the current weekday rotation of
31 the twelve (12) hour shift format until such time as staffing is sufficient to

1 implement a ten (10) hour shift format. The decision to implement the ten
2 (10) hour format, or to return to a twelve (12) hour format may only be
3 effected in accordance with provisions of 11.2.B. below.

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

9 1. Unless waived by the parties, the department will provide at least sixty
10 days' notice prior to the onset of a new schedule. For purpose of
11 interpretation, 'schedule' shall be defined as a shift rotation lasting at
12 least one year. Upon onset of a schedule, the schedule will stay in
13 place one year or until a new schedule is implemented.

14 2. Prior to the implementation of a new schedule, the Police Chief or
15 his/her designee shall meet and confer with the union, and discuss the
16 basis for implementing a new schedule.

17 3. Management will ensure that an employee assigned to a schedule will
18 not be required to work more than nine (9) consecutive weekends. In
19 the event there is an individual hardship, deviation from the original
20 assigned schedule will be considered by Police Chief on a case by
21 case basis.

22 4. For all Operations personnel who are assigned to Patrol functions
23 within the Operations Bureau, whose primary function is to respond for
24 calls for service, any overlap day that is a component of a schedule
25 shall not occur on Sunday, Wednesday or Saturday. In addition,
26 Tuesday shall not be used as an overlap day for such personnel who
27 are assigned to a midnight shift.

28 C. If there is any change in the normal weekly work schedule of an
29 employee, he/she will receive, when possible, one (1) week prior
30 notification. If there is a change in the normal weekly work schedule of an
31 employee due to a group shift change, the group shall receive at least two

1 (2) weeks prior notification. Members who receive specialty pay may
2 receive shorter notice due to circumstances, in which as much notice as
3 reasonably practicable will be given.

4 11.3 EXCHANGE OF HOURS OF WORK

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

- 10 A. No employee shall be permitted to have another employee substitute for
11 him/her except for periods of short duration and, in no case, in excess of
12 two (2) consecutive work shifts. Further, the exchange of time shall not
13 result in any employee working back-to-back shifts.
- 14 B. The City shall compensate the employee who was scheduled to work in
15 the amount he/she would have earned had he/she worked and shall in no
16 manner be liable for any wages for the hours worked by the substitute
17 employee.
- 18 C. The hours worked by the substitute employee shall not be considered
19 hours worked by or paid for to the substitute employee.
- 20 D. The exchange of time shall not cause the City overtime or premium pay or
21 other inconvenience.
- 22 E. The exchange of time shall be because of the employee's desire or need
23 to attend to personal matters and shall not be used for other outside
24 employment activities.
- 25 F. The request for the exchange of time form will be signed by the
26 appropriate parties in advance of the changed schedule.
- 27 G. An employee who has agreed to substitute for another employee and fails
28 to report for the agreed duty assignment, will be subject to disciplinary
29 action.

30 11.4 LUNCH

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

5 **ARTICLE 12**

6 **SICK LEAVE**

7 12.1 Newly hired employees earn sick leave at the rate of forty-eight (48) hours
8 annually until their second anniversary. After two (2) years of service employees
9 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)
10 years of service, employees, who are not participating in Paid Time Off (PTO)
11 under Article 35, will earn sick leave at the rate of ninety-six (96) hours annually.

12 12.2 Sick leave will be granted upon approval of the Department Head/designee for
13 the following reasons:

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

1 child(ren) of the employee's current certified or registered domestic
2 partner, who are under the age of 19; or if over the age of 19 meet the
3 criteria for dependency as defined in the City's health insurance policy; or
4 who are handicapped children as defined in said policy. Management
5 may require confirmation of the illness from the employee by furnishing a
6 doctor's certificate, or any other means deemed appropriate.

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

10 12.3 All employees are required to notify the designated supervisor on duty as early
11 as possible. In the case of non-shift employees, no later than the starting of
12 his/her scheduled workday and in the case of shift employees, no later than sixty
13 (60) minutes prior to the starting of his/her scheduled workday, when he/she is
14 unable to report for work because of illness or injury, giving the reason for
15 absence. Employees failing to comply with this provision shall not be allowed to
16 charge their absence to sick leave unless waived by the Department Head. All
17 shift employees will notify the designated supervisor at least one (1) hour in
18 advance of the intent to return to work following absence due to illness or injury
19 of more than two (2) days. Sick leave will not be granted for any sickness, injury
20 or disability arising from a felony or from a misdemeanor involving moral
21 turpitude on the part of the employee. Sick leave will be charged only against
22 employee's regular workday and shall not be charged for absences on overtime
23 or standby time. It shall be the mutual obligation of the City and the FOP to
24 cooperate with each other in order to prevent abuse of sick leave.

25 12.4 A. An employee absent for three (3) or more consecutive workdays shall be
26 required to report to Employee Health Services prior to returning to work
27 to verify that the employee is fit to work. An employee shall remain in sick
28 leave status until he/she is released by Employee Health Services and
29 reports to his/her work site. This provision may be waived temporarily by
30 Management for employees returning to work anytime that Employee
31 Health Services is not open, except in cases of injury in which this

1 provision shall apply. Such absence shall require a doctor's written
2 statement of diagnosis verifying the employee's illness or injury, which will
3 be turned in to Employee Health Services, or a similar statement from the
4 City's Occupational Health Nurse which will be turned in to the
5 Department's Medical Record Custodian/designee, or sick leave will not
6 be allowed.

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

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

21 D. When a diagnosis and verification of illness or injury is required, the
22 following shall apply: The doctor's written statement, will be turned in to
23 Employee Health Services before the employee returns to work, which
24 statement shall detail the employee's illness, the treatment made and any
25 restrictions on the employee's ability to perform all the duties normally
26 assigned to the employee's classification. Failure to provide such a
27 statement shall preclude the use of sick leave and the employee returning
28 to work. Excessive absenteeism due to illness or injury may result in
29 discipline being imposed.

30 E. If the appropriate supervisor determines from personal observation that an
31 employee reporting to duty may be too sick to work, he/she may be

1 required to report to the City's doctor or nurse to determine whether the
2 employee is fit to work.

3 F. In all cases where an employee is required to report to the City's doctor to
4 obtain a written statement of diagnosis verifying illness or injury, the failure
5 by the doctor to substantiate the employee's claim of illness or injury will
6 preclude use of sick leave. In all cases where the employee is required to
7 report to Employee Health Services, failure to do so will preclude the use
8 of sick leave.

9 12.5 Sick leave may be charged in increments of less than two (2) hours with prior
10 approval by the Department Head/designee. Sick leave shall not be granted in
11 advance of being earned. Vacation leave may be used in lieu of sick leave;
12 however, the employee shall be considered sick and not on vacation and the
13 time used shall be treated as sick leave for all purposes. When an employee
14 has insufficient sick leave credit to cover a period of absence, vacation leave will
15 be used and, if none is available, the employee shall be in a no pay status.

16
17 This paragraph pertains to unscheduled absences and is not intended to prevent
18 advanced scheduling of vacation as outlined in Article 14, Section 14.4.

19 12.6 Should a holiday occur during the employee's sickness, it shall be the option of
20 the employee to be charged with a sick day or holiday if the sickness includes
21 two or more consecutive workdays immediately preceding and/or following the
22 holiday.

23 12.7 Sick leave shall continue to accrue during the periods of absence in which the
24 employee is in pay status.

25 12.8 Employees who are transferred from one department to another shall have their
26 sick leave credits transferred with them.

27 12.9 Unused sick leave is forfeited upon termination from the City's service.

28 12.10 Employees taking sick leave shall be compensated at their straight time hourly
29 rate of pay as set forth in Exhibit I (pay plan) for the time off work.

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

- 4 1. Adjusted service date.
- 5 2. The amount of sick leave, or vacation in lieu of sick leave, used in the
6 previous year of service.

7 12.12 The incentive award will be credited to an employee's accrued vacation leave
8 and may be used as set forth in Article 9. The incentive award is computed on
9 the following basis for each year of eligibility:

10	Sick Leave, or Vacation in	Work
11	<u>Lieu of Sick Leave, Used</u>	<u>Hours Awarded</u>
12	2 hrs or less	32
13	More than 2 thru 10	24
14	More than 10 thru 20	16
15	More than 20	None

16 12.13 Any sick leave appearing on the employee's record in the Human Resources
17 Department that is accrued and unused on or before June 30, 2013 may be
18 converted to additional service credit for determining pension benefits, except as
19 provided below. Each such day of unused sick leave shall be converted to one
20 (1) full day of additional employment service credit, unless otherwise provided.

21
22 For service earned by members on or after July 1, 2013, no additional months of
23 service shall be credited for unused sick leave earned on or after July 1, 2013.
24 In calculating credited service on or after July 1, 2013, the lesser number of
25 months between the additional months of service credited for unused sick leave
26 earned on or before June 30, 2013, and months of unused sick leave available
27 to members at the time of their retirement shall be used.

28
29 12.14 For employees whose most recent hire date is on or after June 20, 2013, the
30 maximum accumulated unused sick leave shall not exceed 1,040 hours.
31 Employees with sick leave balances above the cap shall have their balances

1 reduced to the maximum allowed during the pay period in which the anniversary
2 of their adjusted service date occurs.

3
4 **ARTICLE 13**

5 **BEREAVEMENT LEAVE**

6 13.1 In the event of death in an employee's immediate family, he/she shall be granted
7 bereavement leave with pay by the employee's Department Head up to a
8 maximum of three (3) working days. The employee shall be required to furnish
9 to management such information as may be requested to properly administer
10 this Article. Leave granted in the event of death of a relative other than those in
11 the immediate family shall be charged as vacation leave.

12 13.2 For the purpose of this Article, the following relationships shall be considered
13 immediate family: father, mother, foster parent, brother, sister, spouse, certified
14 or registered domestic partner, son, daughter, natural or adopted children of
15 registered domestic partner, current father-in-law, father of certified or registered
16 domestic partner, current mother-in-law, mother of certified or registered
17 domestic partner, grandfather, grandmother, current step-mother, current step-
18 father, current certified or registered domestic partner of employee's natural
19 mother or father. Step children and foster children of the employee, spouse or
20 certified or registered domestic partner if living in the same domicile.

21 13.3 Employees taking bereavement leave shall be compensated at their straight time
22 hourly rate of pay, as set forth in Exhibit I (Pay Plan) for the time off work.

23 13.4 Bereavement leave must be taken within five (5) days of the death, funeral, or
24 memorial service.

25
26 **ARTICLE 14**

27 **PREMIUM PAY**

28 14.1 The provisions of this Article are intended to provide a basis for determining the
29 number of hours of work for which an employee shall be entitled to be paid at
30 premium rates.

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

4 14.2 All overtime shall be authorized by the Chief of Police or other designated
5 managerial employee(s), if such authority has been specifically delegated to
6 him/her/them. Opportunities to work scheduled overtime will be distributed
7 equally as is practicable among employees, provided the employee is qualified to
8 perform the specific overtime work required.

9 14.3 A. Only authorized and approved work performed in excess of eighty (80)
10 hours in any fourteen- (14-) day work period for all employees assigned to
11 said work period shall be paid at the premium rate of one and one-half
12 (1½) times the employee's straight time hourly rate of pay as set forth in
13 Exhibit I. Further, nothing herein shall require the payment of time and
14 one-half (1½) when an insubstantial amount of time is worked in excess of
15 the normal workday. For the purpose of this Article, an insubstantial
16 amount of time shall be considered any period of time less than seven (7)
17 minutes.

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

22 1. When attendance at a "Community Policing Event" begins while on
23 duty and continues past the end of the normal duty shift, or begins
24 prior to the start of the normal duty shift and continues into the
25 normal duty shift, the time shall be considered a continuation of the
26 normal workday.

27 2. Except as provided in 14.3.D. below, when attendance at a
28 "Community Policing Event" begins and ends while off duty, the
29 employee shall receive premium pay at a rate of one and one-half
30 (1½) times his/her straight time rate of pay for all hours worked while
31 attending such Community Policing Events or the employee shall

1 receive a minimum guarantee of two (2) hours at one and one-half
2 (1½) times his/her straight time rate of pay, whichever is greater.

3 C. When an off-duty employee covered by this Agreement is directed by a
4 supervisor to place a telephone call in furtherance of City business, and
5 the employee engages in the directed telephone activity for more than an
6 insubstantial amount of time in any particular instance, then, after
7 supervisory verification of the necessity and duration of the call (such may
8 include obtaining statements from the participants to the phone call), the
9 time involved in such telephone call shall be considered authorized and
10 approved work within the meaning of this section.

11 D. In lieu of being paid overtime as described in this article an employee,
12 with approval of the shift supervisor, may adjust his/her schedule within
13 the same work period on an hour-for-hour basis, except in the case of
14 Community Policing Events. For Community Policing Events only, in lieu
15 of being paid overtime as described in this article, the shift supervisor may
16 require an employee to adjust his/her schedule within the same work
17 period on an hour-for-hour basis.

18 14.4 Vacations, holidays and all other paid leaves, except sick leave or hours
19 compensated for as call-out, shall count as hours worked for the purpose of
20 computing overtime. However, all above paid leave shall not count as hours
21 worked for the purpose of computing overtime when the entire regularly
22 scheduled workweek is charged as either vacation, holiday or any one type of
23 paid leave or any combination of paid leave. All vacation leave shall count as
24 hours worked when an employee is required to work overtime.

25 14.5 CALL-OUT

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

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

8 14.6 STAND-BY

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

13 14.7 OUT OF CLASS

14 Employees assigned by their Department Head or his/her designee to work out-
15 of-class as a Lieutenant for a full shift shall be paid ten percent (10%) above
16 their base rate of pay, but not to exceed the maximum rate of pay assigned to
17 the higher classification. Employees assigned by their Department Head or
18 his/her designee to work out-of-class as a Sergeant for at least forty (40)
19 consecutive hours, and for any consecutive hours in excess of forty (40),
20 including holidays, shall be paid five percent (5%) above their base rate of pay
21 for each full shift of such assignment.

22 14.8 COURT TIME

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

- 24 1. When their court appearance begins while on duty and continues
25 past the end of the normal duty shift, or begins prior to the start of
26 the normal duty shift and continues into the normal duty shift, they
27 will be permitted to retain witness fees, including travel time, and
28 shall be considered a continuation of normal duty shift.
- 29 2. When the court appearance begins and ends while off duty, they
30 shall retain the witness fee and receive premium pay for court time

1 with a minimum payment of three (3) hours in addition to the
2 witness fee.

3 3. A telephone deposition of the employee while off duty shall be
4 compensated with a minimum of one hour's pay.

5 4. An employee placed on on-call status for court duty, while off duty,
6 shall receive a minimum of three (3) hours premium pay for each
7 date that they are required to serve such on-call. For purposes of
8 this paragraph, "on-call" means to be prepared to respond within
9 one (1) hour in court-appropriate attire to a court appearance while
10 off duty.

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

15
16 **ARTICLE 15**

17 **SPECIAL DUTY/ASSIGNMENTS PAY**

18 15.1 The number and assignment of such special duty as: Negotiation Response
19 Team, Criminal Investigations Division (CID) Detective, Special Investigations
20 Division (SID), Clandestine Laboratory Response Team (CLRT) members not
21 assigned to SID, Special Weapons and Tactics, those assigned to the Field
22 Training and Evaluation Program, Evidence Technicians, Traffic Homicide
23 Investigators who are not assigned to the Traffic Safety Team, Honor Guard, and
24 Emergency Services Unit shall be at the sole and exclusive discretion of the City.
25 With the exception of full time assignment to CID, such special duty is not to be
26 considered as a separate grade or rank, shall not be recognized for performance
27 of the employee's regular duty assignment, and is understood by the parties to
28 be temporary in nature and assigned or withdrawn at the sole discretion of the
29 Chief of Police. Selection for special duty assignments shall be based on
30 management's determination and evaluation of the individual display of specific
31 skills and abilities. Such special assignments may require the successful

1 completion of specialized police training and/or certification procedures
2 designated by the City. To qualify for such special duty pay, personnel will be
3 required to maintain a standard of proficiency in their respective specialty.
4 Standards and means of testing proficiency may be established by the Police
5 Department. Should the title of such special duty assignment change, but the
6 function remain the same, specialty pay shall continue.

7 15.2 Bargaining unit employees who are assigned by the City and who perform the
8 above-stated special duties shall receive, in addition to their base rate of pay,
9 specialty pay at the rate of sixty dollars (\$60.00) per month.

10 15.3 Employees who are assigned by the City and perform the duties of Field Training
11 Officer (being assigned an officer to train), shall receive \$1.8750 per hour in
12 addition to any other specialty pay they may receive.

13 15.4 Employees who are assigned by the City, to perform the duties of a helicopter
14 pilot shall receive, in addition to his/her base rate of pay, Special Duty pay at the
15 rate of \$833.33 per month. This Special Duty pay shall not be used in the
16 computation of overtime or for any other purpose, except that such pay is
17 pensionable.

18
19 **ARTICLE 16**
20 **LONGEVITY PAY**

21 16.1 Rates.

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

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

26 (1) Twenty (20) years and not more than twenty-five (25) years -- five percent
27 (5%) of base pay; and,

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

29 16.2 Base Pay - Defined.

30 The base pay of each eligible employee shall be the amount of base pay as
31 indicated on the applicable Pay Plan as of the first full pay period in January and

1 July of each year which such employee is entitled to draw from the City on the
2 first day of January or July of each year, immediately preceding the January or
3 July in which longevity payment is actually made, exclusive of any overtime,
4 longevity, incentive or other type pay.

5 **16.3 Establishment of Eligibility.**

6 Regular full-time employment of employees shall be determined as of the first full
7 pay period in the January or July immediately preceding the January or July in
8 which longevity payment is to be made; provided, for employees receiving
9 longevity for the first time, eligibility shall be determined as the first full month
10 after the employee reaches his/her fifth year anniversary and payment shall be
11 made only in accordance with Section 16.6.B.; and provided further, any person
12 who is retired under a pension plan of the City shall not be eligible for such
13 additional compensation under the provisions hereunder. In order for the
14 employee's time employed to be counted for purposes of calculating his/her
15 years of service for longevity purpose, the employee must have been in the
16 continuous, regular full-time employ with the City for the entire period. In order to
17 receive payment hereunder, the employee must still be in a regular status with
18 the City the month in which the payment is actually made.

19 **16.4 Continuity of Service; Exceptions.**

20 (a) Continuity of service in the City's employ shall not be interrupted because
21 of absence due to compulsory military service or due to voluntary military
22 service in the armed forces of the United States of America in accordance
23 with appropriate contract provisions, and all such time spent in the armed
24 forces of the United States of America shall apply toward accrued service
25 for longevity pay.

26 (b) Continuity of service in the City's employ shall not be interrupted because
27 of absence when such absence shall have been granted in accordance
28 with the appropriate contract provisions as approved by the City
29 Commission. None of such time on an approved leave without pay shall
30 apply toward the employee's service credit for determining longevity pay

1 unless the absence was for military leave as provided in Subsection (a)
2 above.

3 **16.5 Separation from Service.**

4 In the event any eligible employee dies, retires or is separated from the service
5 of the City for any reason, he/she shall be paid his/her longevity pay from the
6 date of the last payment of longevity pay to him/her, to the end of the month
7 preceding the month in which such person dies, retires or is separated from the
8 service of the City.

9 **16.6 Calculation of Payment.**

10 **A. Normal payments - in general.**

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

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

23 **B. Proration**

24 Notwithstanding the provisions of Subsection 16.6.A. above, the
25 provisions of this Subsection 16.6.B. shall apply when applicable:

26 In the event an employee's anniversary of his/her adjusted service date
27 for longevity purposes falls within any six (6) month period for which the
28 employee is being paid under the provisions hereof, then the number of
29 full months service in such period after the said employee's anniversary of
30 his/her adjusted service date shall be computed at the higher rate
31 indicated above and the remainder of the months shall be calculated at

1 the lower rate indicated above. (Example: if an employee hired out as a
2 regular full-time employee with the City on January 13, 1978, the
3 employee's twenty (20) year anniversary of his/her adjusted service date
4 would be on January 13, 1998. For the payment in July 1998, the
5 employee would receive payment for January 1998, calculated at the four
6 percent (4%) rate and for February, March, April, May and June 1998,
7 calculated at five percent (5%) rate.)

8
9 **ARTICLE 17**

10 **HEALTH AND LIFE INSURANCE**

11 17.1 Any future premium increases in Health Insurance shall be shared equally by the
12 employee and the employer; provided that the employee shall not pay more than
13 twenty percent (20%) of the total premium for Employee only coverage. The
14 parties may, upon written notice, reopen this paragraph one time during the term
15 of this Agreement.

16 17.2 Regular part-time employees shall pay bi-weekly for Health Insurance on a three
17 quarter (¾) or one-half (½) time based upon the budgeted level of their part-time
18 position.

19 17.3 The City, during the term of this Agreement, will pay one hundred percent
20 (100%) of the premium cost for life insurance.

21 17.4 The City may open this article at anytime during the term of this agreement with
22 thirty (30) days' notice to the FOP.

23 17.5 Employees covered by this Agreement who retire during the term of this
24 Agreement shall receive the Retiree Insurance Benefit as described below,
25 ending the month of September, 2022, unless changes to said Benefit described
26 below are negotiated in accordance with Chapter 447, Florida Statutes. After the
27 month of September, 2022, unless changes to said Benefit described below are
28 negotiated in accordance with Chapter 447, Florida Statutes, the City shall have
29 no obligation whatsoever to make any payment for any retiree insurance
30 benefits, described below, or as provided by any ordinance of the City of
31 Gainesville or otherwise provided for any employee covered by this Agreement.

1 The City's contribution towards a monthly premium shall be determined as
2 follows:

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

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

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

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

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

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

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

31

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

10 (d) City's Contribution

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

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

25 (e) Upon ratification of this Agreement, former members who retired on or
26 after October 1, 2016, but before the date of ratification, shall receive
27 twice the normal monthly City contribution for the number of months they
28 did not receive a contribution from October 1, 2016 until the date of
29 ratification.

1 **ARTICLE 18**

2 **TUITION REIMBURSEMENT**

3 18.1 Tuition Reimbursement shall be administered in accordance with City of
4 Gainesville HR Policy B-1, which was revised on 04/03/14, and HR Procedure B-
5 1, which was revised on 05/15/14. The City will not substantially modify
6 application of this policy, as pertains to employees covered by this Agreement,
7 unless the Union is provided an opportunity to negotiate in accordance with
8 Chapter 447, Florida Statutes, concerning the change.

9
10 18.2 The City of Gainesville will provide funding to support this program and to assist
11 employees with accredited educational tuition costs. An attempt will be made to
12 distribute above said funds so they will be available for each school term.

13
14 **ARTICLE 19**

15 **MISCELLANEOUS EMPLOYEE BENEFITS**

16 19.1 The City, during the term of this Agreement (October 1, 2019 – September 30,
17 2022), will provide a dry cleaning allowance each year of the agreement in the
18 amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or about
19 October 1st, and April 1st.

20
21 The City, during the term of the Agreement (October 1, 2019 – September 30,
22 2022), shall provide an annual clothing allowance to all personnel assigned to
23 plain clothes each year of the agreement in the amount of: \$575.00. One-half
24 (½) shall be paid on a pro-rata basis on or about September 30, and April 1st.

25
26 Each fiscal year of this Agreement (October 1, 2019 – September 30, 2022), all
27 employees covered by this Agreement shall receive one hundred (\$100.00)
28 dollars annual leather allowance, to be paid within the first quarter of the fiscal
29 year.

1 In the event ratification occurs after one or more payments would have been
2 made, the City agrees to provide full payment for any part of the allowances
3 described above that are otherwise due. Such payment shall be made within
4 sixty (60) days of ratification of this Agreement. In addition, employees covered
5 by this agreement shall receive a lump sum payment for any allowances not
6 received that would normally be due for fiscal year 2017 and 2018. No employee
7 shall receive a lump sum payment for allowances for any part of fiscal year 2017
8 and/or 2018 if they were not in a position covered by this agreement for the
9 relevant periods of time.

10
11 There shall be no allowances under this article after September 30, 2022, unless
12 and until there is a new Agreement in effect providing for such allowance.

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

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

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

29 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program
30 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.

16 There shall be no restrictions on the amount of hours that may be donated
17 in instances where the serious illness, accident or disability is expected,
18 based upon a reasonable medical probability, to result in death within one
19 (1) year from the creation of the leave bank. Only leave that may be
20 applied to pension service credit or included as '*earnings*,' as defined in
21 the Consolidated Police Officer and Firefighters Retirement plan, may be
22 donated.

23
24 **B. ELIGIBILITY**

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

28 **C. TIME LIMIT**

29 The sick or disabled employee will remain on the payroll until he/she is
30 able to return to work, donated leave expires, or until the doctor
31 determines the employee's illness or accident has become a total and

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

11 Should an employee return to work prior to exhausting all donated hours,
12 unused hours shall be returned to the donors, except when the employee
13 is returned to duty on a reduced leave schedule basis, i.e., X number of
14 hours per day or X number of days per week, or on an intermittent leave
15 basis, so long as the leave is taken in connection with the original
16 qualifying circumstance.

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

31 19.7 The take-home car program:

- 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;
 - 30 6. The officer shall maintain the required automobile liability and PIP
31 coverage for as long as the member participates in the take-home

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

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

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

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

18 D Except with the express authorization of the Police Chief, employees shall
19 not be eligible for a take-home vehicle unless they live within Alachua
20 County.

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

23
24 **ARTICLE 20**

25 **WORKERS' COMPENSATION**

26 20.1 Payment of workers' compensation benefits to all employees who are disabled
27 because of an injury arising out of, and in the course of, performing their duties
28 with the City will be governed as follows: full workers' compensation benefits as
29 provided in accordance with the Workers' Compensation Law, Chapter 440,
30 Florida Statutes.

1 20.2 When an employee is absent due to a compensable injury as a result of actively
2 engaging in official police duties as determined by management, he/she shall
3 receive his/her regular pay for the first thirty (30) calendar days of such absence.
4 However, in the case of an accident in which the thirty- (30-) day injury leave
5 applies and where the employee is determined to be at fault, the amount of
6 injury leave shall be fifteen (15) calendar days. But, such payment shall not,
7 when added to workers' compensation benefits, total more than the normal take
8 home pay (gross base pay minus taxes) received by the employee immediately
9 prior to such absence.

10 20.3 An employee sustaining a lost-time injury may use earned but unused sick or
11 annual leave. The request must be made to the Department Head to allow the
12 employee to remain on full pay for the period which can be covered by the sick
13 leave or annual leave balance when pro-rated with the amount being paid by
14 workers' compensation as set forth in paragraph 20. 1.

15 20.4 After employees are authorized to return to rehabilitative duty, they shall receive
16 no further benefits under this Article nor shall they be entitled to elect to take sick
17 leave in lieu of returning to work.

18

1 **ARTICLE 21**

2 **LEAVE OF ABSENCE**

3 21.1 GENERAL INFORMATION:

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

8 A. Leaves of absence will be granted for Family and Medical Leave (FMLA) -
9 See Section 21.6.

10 B. Leaves of absence may be granted under conditions similar to FMLA for
11 employees to care for Certified or Registered Domestic Partners (Partner
12 Leave) – See Section 21.9.

13 C. Leaves of absence without pay may be granted for Personal Leave - See
14 Section 21.10.

15 D. Leaves of absence may be granted for Paid Parental Leave – See
16 Section 21.11.

17 21.2 Leave Request Procedure:

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

25 21.3 Continuity of Service:

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

30 21.4 Expiration of Leave and Reinstatement:

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

3 21.5 Extension of Leave

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

9 21.6 Family and Medical Leave

10 A. Eligible employees may take a maximum of twelve (12) weeks of Family
11 and Medical Leave in their FMLA leave year. This leave may be paid if
12 applicable leave is available or the leave may be unpaid. The FMLA
13 leave year is defined as the twelve- (12-) month period measured from
14 January 1 of each year.

15 FMLA will be granted for:

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

29 B. An eligible employee who is the spouse, son, daughter, parent or next of
30 kin of a covered servicemember, as defined by the FMLA, who is
31 recovering from a serious illness or injury sustained in the line of duty is

1 entitled to up to twenty-six (26) weeks of leave in a single twelve- (12-)
2 month period to care for the servicemember. This military caregiver leave
3 is available during a single twelve- (12-) month period during which an
4 employee is entitled to a combined total of twenty-six (26) weeks of all
5 types of FMLA leave.

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

- 11 (i) leave under subsection B; or
- 12 (ii) a combination of leave under subsection A and leave under
13 subsection B above.

14 C. Eligibility Requirements

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

18 D. Definition of Serious Health Condition

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

- 21 (i) inpatient care at a hospital, hospice, or residential medical care
22 facility, or
- 23 (ii) continuing treatment by a health care provider.
- 24 (iii) For the purposes of leave under 21.6.B., in case of a member of
25 the Armed Forces, including a member of the National Guard or
26 Reserves, means an injury or illness incurred by the member in line
27 of duty on active duty in the Armed Forces that may render the
28 member medically unfit to perform the duties of the member's
29 office, grade, rank or rating.

30 Subject to certain conditions, the continuing treatment requirement may
31 be met by a period of incapacity of more than three (3) consecutive

1 calendar days combined with at least two (2) visits to a health care
2 provider or one (1) visit resulting in a regimen of continuing treatment;
3 incapacity due to pregnancy; or incapacity due to a chronic, permanent or
4 long-term serious health condition.

5 E. Use of Leave

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

12
13 F. Substitution of Paid Leave for Unpaid Leave

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

16
17 G. Employee Responsibilities

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

22
23 Employees must provide sufficient information for Employee Health
24 Services (EHS) to determine if the leave qualifies for FMLA protection and
25 the anticipated timing and duration of the leave. Sufficient information
26 may include that the employee is unable to perform job functions, the
27 family member is unable to perform daily activities, the need for
28 hospitalization or continuing treatment by a health care provider and
29 information on symptoms, diagnosis, hospitalization, examination results,
30 whether medication has been prescribed, any referrals for treatment

1 (physical therapy, for example), any other regimen of continuing
2 treatment, or circumstances supporting the need for military family leave.

3
4 Employees also must inform EHS if the requested leave is for a reason for
5 which FMLA was previously taken or certified, and may be required to
6 provide a certification and periodic recertification supporting the need for
7 leave. Documentation must be provided in a timely manner, or FMLA
8 leave may be denied, use of paid leave may be denied, employees may
9 lose job benefits and protections, and may be subject to disciplinary
10 action.

11
12 H. Conditions:

- 13 1. Leave without pay for one (1) full pay period or more will not be
14 considered time worked for purposes of accruing seniority,
15 longevity, vacation, sick or other employee benefits, including PTO
16 for employees in the new leave system.
- 17 2. Employees may take Family and Medical Leave in twelve (12)
18 consecutive weeks, may use the leave intermittently, or under
19 certain circumstances may use the leave to reduce the workweek
20 or workday, resulting in a reduced hour schedule. Except for care
21 for a covered service member, the FMLA-covered leave may not
22 exceed a total of twelve (12) weeks in the twelve- (12-) month
23 period measured forward from January 1. However, for the birth,
24 placement, adoption of a child, or bonding/well newborn care after
25 such the City and the employee must mutually agree to the
26 schedule before the employee may take leave intermittently or work
27 a reduced hour schedule.
- 28 3. The City may temporarily transfer an employee to an available
29 alternative position with equivalent pay and benefits if the
30 employee is qualified for the position and if the alternative position
31 would better accommodate the intermittent or reduced schedule.

- 1 4. If an employee out on regular paid leave seeks to extend that leave
2 under the provisions of the Family and Medical Leave Act, the City
3 may classify and apply leave already taken towards the employee's
4 twelve- (12-) week total upon appropriate information from the
5 employee.
- 6 5. The employee's position may be filled by a temporary appointment
7 or assignment of another employee. At the expiration of the leave,
8 the employee shall be reinstated in the position vacated, if it exists
9 and reinstatement is otherwise warranted.
- 10 6. Except as provided herein, the employee, upon returning to work
11 from a medical leave, must report to Employee Health Services.
12 The employee may be required to submit a written approval from
13 his/her healthcare provider stating the employee is approved to
14 return to work. The employee may be required to complete a
15 fitness for duty examination related to the serious health condition
16 for which the employee was absent on FMLA leave.
- 17 7. While the employee is on medical leave, the City will continue the
18 employee's health benefits during the leave period at the same
19 level of benefits and under the same conditions as if the employee
20 had continued to work. An employee on paid medical leave
21 continues to pay the contribution rate via payroll deduction as when
22 an active employee. An employee on unpaid leave continues to
23 pay the contribution as when an active employee. In this case, the
24 employee must continue to make this payment either in person or
25 by mail to the City's Risk Management Department. Payment must
26 be received by the last day of the month prior to each month of
27 coverage. If the payment is more than thirty (30) days late, the
28 employee's health care coverage may be dropped. The City will
29 notify the employee in writing at least fifteen (15) days before the
30 date that health coverage is retroactively cancelled, or at the City's
31 option, it may pay the employee's share of the premiums during

1 unpaid medical leave and recover those payments from the
2 employee upon the employee's return to work.

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

12
13 21.7 How available paid leave is applied to an FMLA or Partner Leave
14 qualifying event

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

19 B. Designated Leave System

20 For employees in the sick leave/vacation leave system, employees
21 are required to use sick leave, and in the absence of sick leave,
22 vacation leave for absences due to their own or family member's
23 serious health condition. In the case of absences due to a
24 compensable accident, after wage loss payments start, employees
25 may choose whether or not to supplement the wage loss payments
26 with sick leave, then vacation. Employees may utilize sick leave or
27 vacation in lieu of sick leave for the adoption and birth of a newborn
28 within six (6) weeks after adoption, placement, or bonding/well
29 newborn care after such birth, for up to ninety-six (96) hours of
30 such paid leave. Upon exhaustion of sick leave prior to utilizing
31 ninety-six (96) hours, the employee will be required to use vacation

1 in lieu of sick for up to the remainder of that period, after which time
2 unpaid leave, or vacation in accordance with departmental notice
3 procedures could be taken for the remainder of the FMLA
4 entitlement period. Alternatively, the employee may take only
5 unpaid leave for all absences due to adoption, placement, birth or
6 bonding/well newborn care after such or take vacation leave in
7 accordance with departmental notice procedures.

8 C. PTO– for employees voluntarily opting into the PTO system or who
9 enter the DROP on or after January 1, 2020

10 1. For Employee’s Own serious health condition: The first sixteen
11 (16) hours of each FMLA qualifying absence for the employee’s
12 own serious health condition will be charged against the
13 employee’s Paid Time Off (PTO) bank. If an employee has more
14 than one qualifying FMLA absence, or is using FMLA leave on an
15 intermittent basis, the maximum number of hours charged to PTO
16 will be 96 hours during that leave year. Any subsequent FMLA
17 qualifying time off during that leave year will be charged against the
18 employee’s Personal Critical Leave Bank (PCLB), then leave
19 without pay. In the case of an FMLA qualifying absence as a result
20 of a compensable injury, the first 16 hours may be taken as PCLB.
21 If an absence will extend beyond 480 hours in the leave year, the
22 employee must apply for a Personal Leave (Section 21.10).

23 2. For FMLA qualified absence for the serious health condition(s) of
24 the employee’s qualifying family member: The first sixteen (16)
25 hours of each qualifying absence(s) will be charged to PTO. If an
26 employee has more than one qualifying FMLA absence, or is using
27 FMLA leave on an intermittent basis, the maximum number of
28 hours charged to PTO will be 96 hours during that leave year.
29 Should the employee have an insufficient PTO balance to cover the
30 first sixteen (16) hours of absence(s), the remainder such sixteen
31 (16) hours will be leave without pay; any subsequent hours of

1 absence shall be charged to the employee's PCLB account, then
2 leave without pay. The maximum hours of paid leave shall be 480
3 hours in the leave year except as may be allowed pursuant to
4 Section 26.11. If an absence will extend beyond 480 hours in the
5 leave year, the employee must apply for a Personal Leave (Section
6 21.10).

7 3. For the birth, placement, adoption of a child, or bonding/well
8 newborn care after such: The first sixteen (16) hours of each
9 qualifying absence will be charged to PTO, except in the case of
10 Paid Parental Leave, as provided in 21.11 below. If an employee
11 has more than one qualifying FMLA absence, or is using FMLA
12 leave on an approved intermittent basis or reduced schedule basis,
13 the maximum number of hours charged to PTO will be ninety-six
14 (96) during that leave year. Except in the case of Paid Parental
15 Leave, should the employee have an insufficient PTO balance to
16 cover the first sixteen (16) hours of absence(s), such absence will
17 be leave without pay; any subsequent hours of absence shall be
18 charged to the employee's PCLB account then PTO, then leave
19 without pay. The maximum hours of paid leave using PTO shall be
20 480 and any approved absence beyond 480 hours in the leave
21 year shall be leave without pay.

22 21.8 FMLA and Partner Leave Definitions

- 23 A. Child: includes a biological, adopted or foster child, stepchild, a legal
24 ward, or a child for whom the employee stands in loco parentis (i.e. in the
25 place of a parent) who is under eighteen (18) years of age; or eighteen
26 (18) years of age or older and incapable of self-care because of a mental
27 or physical disability. (FMLA)
- 28 B. Parent: means the biological parent of an employee or an individual who
29 stood in loco parentis to an employee when the employee was a son or
30 daughter. (FMLA)

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

4 21.9 Certified or Registered Domestic Partner medical leave (Partner)

5 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
6 medical leave in the FMLA leave year. Eligible employees may also take
7 covered service member caregiver leave, if the covered service member
8 is the eligible employee's Certified or Registered Domestic Partner, for a
9 maximum twenty-six (26) weeks as described in 21.6B. Unless otherwise
10 required by law, the amount of partner leave available to an employee
11 may be reduced by leave taken pursuant to 21.6, FMLA, during the same
12 leave year. This leave may be paid if applicable leave is available or the
13 leave may be unpaid. The FMLA Leave Year is defined as the twelve-
14 (12-) month period measured forward from January 1 each year.

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

17 21.10 Personal Leave

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

- 20 1. Health or family related problems not defined within Family and
21 Medical Leave Policy or beyond the time limits of the FMLA or
22 beyond the scope of leave available for Certified or Registered
23 Domestic Partners
- 24 2. Education
- 25 3. Military leave not covered under Military Leave Policy
- 26 4. Extenuating personal reasons

27 B. Conditions:

- 28 1. Employees must apply for Personal Leave in writing at least ten (10)
29 working days prior to the beginning of the leave. Personal Leave may
30 be granted and if granted may be paid, unpaid, or a combination of
31 paid and unpaid leave. Prior to being placed on unpaid Personal

1 Leave under this section, employees must first exhaust all accrued
2 vacation and personal leave.

- 3 2. Unpaid leave for one (1) full pay period or more will not be considered
4 time worked for purposes of accruing seniority, longevity, vacation, or
5 sick or other employee benefits.
- 6 3. During an employee's approved Personal Leave, his/her position may
7 be filled by a temporary appointment, or regular assignment of another
8 employee. At the expiration of the leave, the employee shall be
9 reinstated to the position vacated if it has not been filled permanently
10 during the leave. If the position has been filled, then the employee will
11 be reinstated to another position which is vacant and for which the
12 employee is qualified. The replacement position shall not be at a
13 higher wage rate than the position from which the leave was granted.
14 Refusal of a vacant position offered by the City shall result in the
15 termination of the employee.
- 16 4. The employee shall not accept part or full-time employment elsewhere
17 while on leave of absence unless such employment was previously
18 approved and is not conducted during normal working hours.
- 19 5. Upon returning to work from a medical leave the employee must report
20 to Employee Health Services. The employee may be required to
21 submit a written approval from his/her health care provider stating the
22 employee is approved to return to work. The employee may be
23 required to complete a fitness for duty examination.
- 24 6. An employee on unpaid personal leave must contact the City of
25 Gainesville's Risk Management Department to obtain a COBRA
26 Notification Form. The COBRA Notification Form outlines the terms
27 and conditions of the Consolidated Omnibus Budget Reconciliation
28 Act, COBRA rates, when payments are due, and where payments are
29 to be mailed. Payment must be received by the last day of the month
30 prior to each month of coverage. If the payment is more than thirty
31 (30) days late, the employee's health care coverage may be dropped

1 for the duration of the leave. The City will notify the employee in
2 writing at least fifteen (15) days before the date that health coverage
3 retroactively is cancelled, or at the City's option, it may pay the
4 employee's share of the premiums during the unpaid medical leave
5 and recover those payments from the employee upon the employee's
6 return to work. If the employee chooses not to return to work, the City
7 will require the employee to reimburse the City the amount paid for the
8 employee's health insurance premium during the leave period through
9 deducting from any sums due the employee arising out of the
10 employment relationship, or by initiating legal action against the
11 employee to recover such costs.

12 21.11 Paid Parental Leave

13 Employees covered by this Agreement shall be eligible for Paid Parental
14 Leave in accordance with HR Policy L-2: General Leave Policies. Only
15 covered events occurring on or after the final ratification of this Agreement
16 shall qualify an employee for Paid Parental Leave absence. The use of Paid
17 Parental Leave supersedes any conflicting provisions of 21.7 above.

ARTICLE 22
MILITARY LEAVE

1
2
3 22.1 Active duty

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

6 22.2 Reserve or Guard Annual Training

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

14 22.3. Reserve or Guard Active Military Service (not annual training).

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

20 22.4 Computing Time Under This Article

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

25 22.5 Requests for Military Leave

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

1 22.6 Military Leave Without Pay

2 In the event military leave is required in excess of the time allowed in paragraphs
3 22.2 and 22.3, the employee may be granted additional leave without pay or
4 he/she may elect to use earned vacation (annual leave). Use of vacation
5 (annual leave) will not be required prior to allowing leave without pay.
6

7 **ARTICLE 23**

8 **JOB VACANCY - PROBATION - PROMOTION**

9 23.1 The following factors shall be considered in selecting employees for promotion:

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

21 1. The eligibility list shall be ranked based on the candidates' scores,
22 determined by the process in 23.1.A

23 2. Vacancies shall be filled by using a Rule of 10. In such cases where the
24 number available is less than ten, vacancies shall be filled by selecting
25 from among those available.

26 B. The results of the promotional assessment process shall be valid for the
27 twenty-four (24) months from the posting date of the list of candidates
28 recommended for promotion. Promotional processes may be held on an
29 annual basis if the number of successful candidates falls below an
30 acceptable number as determined by the Chief of Police. When a new

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

3 C. Length of Service for eligibility for promotion:

4 Corporal Currently a sworn Police Officer with GPD
5 having held that rank for at least the three (3)
6 full consecutive years immediately preceding
7 application.

8
9 Sergeant Currently a Corporal with GPD having held that
10 rank for at least the one (1) full year
11 immediately preceding application.

12 An employee is eligible to apply for the Corporal or Sergeant promotional
13 process if he/she will meet the eligibility requirement on the first day of the
14 scheduled selection process.

15
16 23.2 Probation

17 A. Initial Probation:

18 Except as provided herein, all employees, upon becoming certified police
19 officers, shall be considered probationary employees for a minimum of
20 one (1) year, to include a minimum of six months following completion of
21 the Field Training Program. The City may, at its discretion, extend the
22 probationary period up to an additional six (6) months, which will be
23 documented in an evaluation. Initial probation shall be extended a term
24 equal to the number of days absent for any absence that is greater than
25 two weeks in length, and for the amount of days necessary to ensure a
26 minimum of six months following completion of the Field Training
27 Program. The discharge, suspension or written or verbal warning of a
28 probationary employee shall not be subject to any provisions of the
29 grievance procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

B. Promotional Probation:

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

23.3 Transfers

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

23.4 When vacancies exist for regular patrol assignments exclusive to Grace-Dignity Village, the Oaks Mall, North Florida Regional Medical Center, the Downtown Unit, and the Gainesville Airport, they will be filled on a volunteer basis. If there are no eligible candidates who volunteer for these assignments, the Chief of Police will assign the position(s) to the least senior employee in the Operations Division with at least one (1) year of solo experience as a police officer, who has not already been assigned on an involuntary basis. Assignments made under this procedure shall not exceed a term of six (6) months unless the assigned employee volunteers to remain in said assignment. In anticipation of any vacancy of the listed assignments, the Department will issue a vacancy notice. If there are no eligible candidates who volunteer, the Chief of Police will again follow the procedure listed above. Employees shall only be subject to this assignment procedure one time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ARTICLE 24

LAYOFF

24.1 Layoff.

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

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

24.3 In the sole discretion of the City, the City may provide severance pay to employees at the time of their voluntary or involuntary separation from employment. The funding and implementation of this severance pay is at the City's sole discretion.

ARTICLE 25

RECALL

25.1 Recall.

- A. Employees laid off or reduced as set forth in Section 24.1 shall be recalled in the reverse order from which they were laid off.
- B. Regular employees laid off shall have precedence for recall to their former classification over other applicants for a period of one hundred eighty (180) days.

1 C. Laid off employees recalled within 180 days shall have their tenure of
2 service restored. If reemployed after 180 days, the employee shall be
3 treated as a new employee.

4 D. The City will offer recall to laid-off employees by certified mail to the last
5 known address on file with the Human Resources Department. If the laid-
6 off employee fails to report to the Human Resources Department his/her
7 intentions of returning to work within seven (7) days after mailing of said
8 certified notice, tenure of service shall be broken. Extenuating
9 circumstances may receive consideration by management and the Human
10 Resources Director.

11
12

ARTICLE 26
LENGTH OF SERVICE

1
2
3 26.1 Length of Service.

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

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

26 26.2 Provided, however, and in any event, any action under this Article shall not be in
27 derogation of the City's Affirmative Action Plan.
28
29

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
17 **ARTICLE 28**

18 **HEALTH AND SAFETY**

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.

1 **ARTICLE 29**

2 **WAGES**

3 **29.1 One-Time Payment**

4 A. Effective the beginning of the first pay period following ratification,
5 bargaining unit members hired on or before September 7, 2018 shall
6 receive a one-time, lump sum, non-pensionable payment of \$5,423.

7 B. The processing of payments under 29.1 shall occur within 60 days of final
8 ratification. There shall be no one-time payments, except for those
9 provided for herein, unless and until there is a new agreement in effect
10 providing for such one-time payments.

11 **29.2 Catch-up Raises**

12 Effective October 7, 2019, bargaining unit members shall receive base rate
13 increases in the amounts shown below:

Rank	Eligibility Criteria	Annualized Base Rate Increase*
Police Officer	Hired on or before September 7, 2018	\$3,060
	Hired September 8, 2018 to January 13, 2019	\$1,040
	Hired on or after January 14, 2019	N/A
Police Corporal	Promoted on or before September 7, 2018	\$3,500
	Promoted after September 7, 2018	\$3,060
Police Sergeant	Promoted on or before September 7, 2018	\$4,280
	Promoted after September 7, 2018	\$3,500

14 *For DROP participants, any base rate increase shall be limited by the pay range
15 maximum as it existed on the day they entered the DROP.

16
17 **29.3 Pay Ranges Adjustments**

18 Effective the beginning of the first pay period following ratification of
19 this Agreement or October 7, 2019, whichever later occurs, pay
20 ranges shall be adjusted as reflected in Exhibit I. There shall be no

1 Pay Range Adjustments after the expiration of this Agreement,
 2 unless and until there is a new Agreement in effect providing for such
 3 adjustments.
 4

5 **29.4 Transitional Wage Increases**

6 A. Employees covered by this Agreement, employed on or before
 7 October 1, 2019, shall have their years in position (YIP) computed
 8 to the nearest 1/100th as of October 1, 2019. This value shall serve
 9 as the basis for determining an employee's Market Threshold and
 10 the total value of his/her Transitional Wage Increase. Market
 11 Threshold shall be computed as follows:

- 12 • (New pay grade midpoint – new pay grade minimum) ÷ 7 =
 13 value of one full year in position (YIP).
- 14 • Employee's YIP x value of one full year in position + new pay
 15 grade minimum = Market Threshold, limited by the new pay
 16 grade midpoint.

		New Minimum*	New Mid	New Max
P12 Police Officer (Non-Certified) 7323	Annualized	\$ 39,744	\$ 49,680	\$ 59,616
	Hourly	\$ 19.1077	\$ 23.8846	\$ 28.6615
P14 Police Officer 7321	Annualized	\$ 47,152	\$ 58,940	\$ 70,728
	Hourly	\$ 22.6692	\$ 28.3365	\$ 34.0038
P15 Police Corporal 7313	Annualized	\$ 58,280	\$ 72,850	\$ 87,420
	Hourly	\$ 28.0192	\$ 35.0240	\$ 42.0288
P16 Police Sergeant 7331	Annualized	\$ 65,296	\$ 81,620	\$ 97,944
	Hourly	\$ 31.3923	\$ 39.2404	\$ 47.0885

17 *Only to be used for computation of Market Threshold.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

- B. In the event an employee hired on or before October 1, 2019 has more than seven (7) years in position, he/she shall receive an increase equal to 1% of the new midpoint, multiplied by the number of years in position, and fractional years thereof, beyond 7. For example, an employee in the Police Officer rank, whose salary is above the new midpoint, and who has 10 years in position, shall have their increase computed as $(1\% \times \$58,940) \times 3$, or $\$589.4 \times 3 = \$1,768.20$. Such increases shall occur on the same date as all other Transitional Wage Increases, and shall be added to any Transitional Wage Increase an employee is due in accordance with the formula provided in 29.4.A.
- C. Employees hired after October 1, 2019 shall not be eligible for Transitional Wage Increases described in this paragraph.
- D. An eligible employee's Transitional Wage Increase shall be equal to the difference between his/her base salary after Catch-Up Raises provided in 29.3 and his/her Market Threshold, limited by the new pay grade midpoint, plus any adjustment due under 29.4.B.
- E. The Transitional Wage Increase, if any, will be added to any eligible employee's base rate of pay in three installments, as provided in the table below.
- F. Employees participating in the DROP may receive Transitional Wage Increases up to the maximum of the pay range as it existed the day they entered the DROP.
- G. There shall be no Transitional Wage Increases after October 2021, and no Transitional Wage Increases beyond the term of this Agreement, unless and until there is an Agreement in place that provides for such increases.

1 Table 1

2

Transitional Wage Increases*	Effective Date	Basis
First Installment	October 7, 2019	Transitional Wage Increase/3
Second Installment	October 5, 2020	Transitional Wage Increase/3
Third Installment	October 4, 2021	Transitional Wage Increase/3

3 *In the event an employee is promoted during the period of implementation (October
4 7, 2019 to October 4, 2021), the promotional rate will be computed only after adding
5 any remaining Transitional Wage Increase amount to the employee's base pay
6 immediately prior to promotion.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

29.5 Merit or Performance Increases

- A. Effective the beginning of the first pay period following ratification or resolution of impasse, Merit Increases shall be provided in accordance with this paragraph (29.5).
- B. For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30.
- C. To receive the merit increase, an employee must be a bargaining unit member on the effective date of the increase, and must have completed his/her initial probationary period.

Calendar Year	Rating Period	Eligibility	Increase to Annual Base Rate*	Effective Date of Increase
2020	Oct. 1, 2018 – Sept. 30, 2019	Overall performance score of 3.0 or higher	2%	January 13, 2020
2021	Oct. 1, 2019 – Sept. 30, 2020		2½ %	January 11, 2021
2022	Oct. 1, 2020 – Sept. 30, 2021		2½%	January 10, 2022

*Any increase shall be limited by the pay range maximum and shall not conflict with an employee’s DROP agreement.

Should there be no performance evaluation for an employee for the rating period specified, the most recent available performance evaluation shall be utilized to determine eligibility. In the event an employee, who is otherwise eligible, did not complete his/her **initial** probationary period during the prior rating period, the employee shall become eligible upon satisfactory completion (score of 3.0 or higher) of his/her **initial** probationary period. Payment in those instances shall be made prospectively from the beginning of the first full pay period following completion of the **initial** probationary period.

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

5 29.6 A. Promotion

6 When an employee is promoted, his/her salary shall only be advanced to
7 a rate in the new pay range which would provide at least a five percent
8 (5%) increase in the range from which he/she was promoted. Such
9 increase calculation shall be made only after adding the balance of any
10 remaining increase(s) otherwise due in accordance with the provisions of
11 paragraph 29.4. The effective date of the promotion becomes the
12 employee's new evaluation date. An employee's evaluation date shall be
13 the anniversary date of the last salary adjustment.

14 B. Transfer

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

18 C. Temporary Assignments.

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

22 D. Demotion

23 When an employee is demoted to a position in a job classification with a
24 lower pay grade, the employee shall be paid within the approved range for
25 the lower paid job classification. The rate of pay shall be set by the
26 Human Resources Director.
27

1 29.7 In the event an employee is subject to an income deduction order, the City
2 shall charge the employee an administrative fee, or fees, in accordance
3 with limits established by law.
4

5 **ARTICLE 30**

6 **SEVERABILITY**

7 30.1 Should any provision of this Agreement be found to be inoperative, void or
8 invalid by a court of competent jurisdiction, all other provisions of this Agreement
9 shall remain in full force and effect for the duration of this Agreement, it being the
10 intention of the parties that no portion of this Agreement or provision herein shall
11 become inoperative or fail by reason of the invalidity of any other portion or
12 provision.
13

14 **ARTICLE 31**

15 **DRUG TESTING**

16 31.1 The City and the Union recognize that substance abuse in our nation and our
17 community exacts staggering costs in both human and economic terms.
18 Substance abuse can be reasonably expected to produce impaired job
19 performance, lost productivity, absenteeism, accidents, wasted materials,
20 lowered morale, rising health care costs, and diminished interpersonal
21 relationship skills. The City and the Union share a commitment to solve this
22 problem and to create and maintain a drug-free work place. The parties have,
23 therefore, agreed to the policy outlined in Addendum "A".
24

25 **ARTICLE 32**

26 **K-9 PERSONNEL**

27 32.1 The canine officers shall be placed on a fourteen (14) day work period, wherein
28 they will work seven ten (10) hour shifts within that period and have one day of
29 "paid leave" attributed to canine care. The canine care day off shall not be
30 considered a scheduled day off for the purposes of the application of Section

1 10.4, extra holiday pay. It shall be considered paid leave for the purpose of
2 Section 14.4, employees shall be considered off duty on their canine day off for
3 the purposes of Section 14.5, and shall be eligible for call-out pay if required to
4 report on their canine day. The City has the option to return to a seven (7) day
5 work period, wherein canine officers shall work three (3) twelve (12) hour shifts
6 and have four (4) hours of "paid leave" attributed to canine care. Absent unusual
7 circumstances, as determined by the Chief of Police or his/her designee, the day
8 of paid leave will be at the beginning or end of each K-9 Officer's work period.
9 The canine officers assigned outside of operations will be given one (1) day
10 attributed to canine care per pay period. The canine officers assigned outside of
11 operations are not subject to the above schedule.

12 32.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19
13 while so assigned. Commuting time is not compensated. Officers' must live in
14 an area where the canine can be exercised according to Department standards.

15 32.3 K-9 Officers shall be provided with food for the assigned canine, veterinarian
16 fees and other necessary equipment and materials in accordance with current
17 practices.

18
19 **ARTICLE 33**

20 **PENSIONS**

21 33.1 Employees covered by this Agreement shall be covered by the City's
22 Consolidated Police Officer and Firefighters Retirement and Disability Plan as
23 set forth by the City of Gainesville's Code of Ordinances, as amended. Minor
24 changes may be made by the City. Minor changes are defined as changes the
25 net effect of which would not require a current or potential increase in the
26 contribution rate or a benefit decrease.

27 33.2 The City will give the Union a copy of such minor change(s) at least thirty (30)
28 days prior to the adoption of such change(s).

1 33.3 A change, or changes, in the Plan, the net effect of which would require a current
2 or potential increase in the contribution rate or a benefit decrease, will not be
3 made by the City until such change or changes have been ratified by parties
4 involved or imposed by the legislative body.

5 33.4 Either party may reopen the negotiations of any pension issues upon sixty (60)
6 days written notice to the other party.

7
8 **ARTICLE 34**
9 **BILLABLE SERVICES**

10 34.1 This Article covers situations where an outside organization has requested
11 services of an off-duty Officer, Corporal, or Sergeant. Such services are billed to
12 the outside organization.

13 34.2 Officers, Corporals, and Sergeants covered by this Agreement shall be entitled
14 to compensation for services requested by any outside organization who shall
15 pay for such services.

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

19 B. Unless a separate rate is negotiated in accordance with 34.3 below,
20 employees performing services for an outside organization shall be
21 compensated at one and one-half (1½) times his/her respective straight
22 time hourly rate of pay.

23 34.3 In contracting for billable services for special large scale events, the City may
24 agree to a rate different than that provided in paragraph 34.2.B. This option shall
25 apply to the University Athletic Association (UAA), Gator Nationals, or ESPN,
26 without notice to the FOP; or other similar vendors upon notice to the FOP.

27 34.4 Hours worked under this Article do not count as hours worked for the purpose of
28 computing overtime in Article 14.

1
2 **ARTICLE 35**

3 **PAID TIME OFF**

4 35.1 All regular full-time or part-time employees covered by this Agreement who
5 enter the Deferred Retirement Option Program (DROP) on or after
6 1/1/2020, are automatically covered by this Article. In addition, any regular
7 or probationary full-time and part-time employee covered by this Agreement
8 who makes a one-time irrevocable election to select this leave system is
9 also covered by this Article rather than Articles 9 and 12.

10 35.2 Paid Time Off (PTO) is a single leave bank system that combines earned
11 vacation time (annual leave) and earned sick time. This system does not
12 include City-designated holidays; nor does it include any event-based leave
13 which may be additionally authorized based on the occurrence of specific
14 events.

15 35.3 Transition Plan for Employees who enter the DROP on or after January 1,
16 2020:

- 17 A. An employee may elect at any time to move to the PTO System at
18 the beginning of any pay period.
- 19 B. Any employee who enters the DROP on or after January 1, 2020
20 shall be automatically moved to the PTO System if he/she is not
21 already enrolled in the PTO System.
- 22 C. If an employee elects to move to the PTO System or enters the
23 DROP on or after January 1, 2020, the following conditions will
24 apply:
- 25 1. No transfer back to the “old plan” (Sick/Vacation) will be
26 permitted.
 - 27 2. No loss of accrued leave will occur, meaning that all unused
28 accrued sick leave will be transferred to the employee’s
29 Personal Critical Leave Bank (PCLB) account; and a portion

1 or all unused accrued vacation (annual leave) may be sold
 2 back at the employee's current rate of pay, or transferred to
 3 the employee's Paid Time Off (PTO) account, at the
 4 employee's option and subject to limits described below. The
 5 amount of vacation (annual leave) to be applied to sell-back, if
 6 any, shall be determined by the employee, but shall be limited
 7 to no more than that which may be applied to pensionable
 8 *earnings*. Whether sold at the time of conversion, or at the
 9 time of separation or entry into the DROP, only payments
 10 made for vacation leave that was unused and accrued prior to
 11 July 1, 2013 shall be considered *earnings* for pension
 12 purposes.

- 13 3. At the employee's first anniversary date (leave progression
 14 date) after election/transfer, he/she will be eligible to select
 15 any options available under the PTO System provided the
 16 PCLB requirements are met.
- 17 4. The PCLB requirements of the PTO system will prevail
 18 beginning the date of election/transfer.

19 **35.4 Annual Accrual Rates:**

Years of Continuous Service	Rate of Accrual Per Pay Period
0 to 5 years (1 mo. thru 59 mos.)	6 Hours 10 Minutes
5 to 10 years (60 mos. thru 119 mos.)	7 Hours 42 Minutes
10 to 15 years (120 mos. thru 179 mos.)	8 Hours 37 Minutes

15 to 20 years (180 mos. thru 239 mos.)	9 Hours 14 Minutes
20 to 25 years (240 mos. thru 299 mos.)	10 Hours 28 Minutes
25 years or more (300 mos. or more)	10 Hours 47 Minutes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

Regular part-time employees shall earn PTO in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

35.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible employee deems necessary. PTO shall be taken in increments of not less than one (1) hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). Accrued time can be used as soon as it is accrued, but in no event can it be taken prior to actual accrual.

- 35.6 A. The Department shall establish and may amend reasonable written guidelines defining scheduled and unscheduled leave, based on job function and according to operational needs. In general, the City policy for use of PTO will be in quantities of not less than one hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). Department approval of scheduled leave will not be unreasonably withheld provided operational needs can be met, as determined by the Chief of Police.
- B. The Department may establish written guidelines for the minimum increment of leave and the time of leave use during the shift which is more flexible than those stated in Section 35.6(A) if operational

1 needs so permit. The Department may amend these written
2 guidelines at any time if operational needs so require, as long as
3 they do not exceed the requirements in Section 35.6(A).

4 35.7 If an employee is called back to work during his scheduled Paid Time Off,
5 the employee shall be allowed to reschedule with special consideration
6 any Paid Time Off time lost as a result of the call back.

7 35.8 The first sixteen (16) hours of any absence will be deducted from the
8 employee's PTO leave account except as otherwise provided in Article 20
9 (Workers' Compensation), or Article 21 (Leave of Absence). Absences
10 that do not meet the advance notice requirements of the department will be
11 considered unscheduled leave. If an employee does not have sufficient
12 accrued unused PTO to cover the period of absence, the employee will be
13 put on leave without pay for the first sixteen (16) hours or that portion
14 thereof.

15 35.9 A. Whenever unscheduled leave is taken, employees will be required to
16 notify their supervisor in accordance with departmental written
17 guidelines. Generally, an employee will be allowed to take up to five
18 (5) occurrences of unscheduled leave in a one-year period. After
19 five (5) occurrences, the department head may require certification of
20 absence for unexpected illness from a doctor or certified health
21 professional.

22 B. In the interest of keeping a healthy workforce, the employee's
23 supervisor has the right to send an employee, who appears to be ill
24 or who may be a health risk to co-workers, to Employee Health
25 Services (EHS). If EHS determines that the employee should be
26 sent home due to the illness, the time will be considered scheduled
27 PTO leave for the first sixteen (16) hours. For after-hours and
28 weekend shifts, the supervisor shall have the right to send the
29 employee home due to illness as scheduled leave.

1 35.10 For purposes of overtime, scheduled PTO leave will be counted as hours
2 worked and PCLB or unscheduled PTO leave will not be counted as hours
3 worked.

4 35.11 MAXIMUM ACCRUAL (CARRYOVER CAP):
5 Carryover of accrued PTO is permitted as follows:
6

Years of Continuous Service	Carryover Permitted
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

7
8 The maximum accrual shall be calculated as of the employee's anniversary
9 date (leave progression date). All hours over the PTO accrual cap must be
10 either used or allocated to the options outlined below at the employee's
11 anniversary date (leave progression date) each year.

12 35.12 Upon separation from the City, an employee shall be paid for accrued
13 unused PTO leave credits up to the maximum carryover cap as listed

1 above.

2 **35.13 PERSONAL CRITICAL LEAVE BANK (PCLB)**

3 It is recommended that the employee establish a PCLB, on her leave
4 progression date, by depositing some number of hours of her PTO into the
5 PCLB. The PCLB is used for the seventeenth (17th) consecutive hour and
6 beyond of absence due to any injury/illness of the employee or when an
7 employee is needed to care for a member of the employee's immediate
8 family (defined as spouse, dependent child[ren], mother, father, or certified
9 or registered domestic partner) who is ill or injured or for the birth,
10 placement, adoption of a child, or bonding/well newborn care after such,
11 in the year between their leave progression dates. Documentation by a
12 certified physician, hospital or Employee Health Services may be required
13 as determined by her Manager/designee. For the purpose of this Article,
14 dependent children are defined as the employee's unmarried, natural,
15 adopted, or step-child[ren], or a child for whom the employee has been
16 appointed legal guardian, or the natural or adopted child[ren] of the
17 employee's current certified or registered domestic partner who are under
18 the age of eighteen (18) or who are handicapped children as defined in the
19 City's health insurance policy.

20 **35.14** Employees may use a maximum of 464 hours of PCLB for family-related
21 illness in the year between their leave progression dates. If an employee
22 does not have sufficient PCLB to cover the absences, the employee's time
23 will be charged to PTO prior to entering a "no pay" status.

24 **35.16** There is unlimited accumulation of time in the PCLB.

25 **35.17** An employee may transfer any number of PTO leave hours (in one hour
26 increments) to a PCLB account at any time and may enroll in recurring
27 contributions (on a bi-weekly basis) during the initial benefit enrollment,
28 within thirty (30) days of completing the initial probationary period, and
29 during Open Enrollment each year.

- 1 35.18 A. Provided the employee has accumulated a minimum of 80 hours of
2 PTO and at least 220 hours in PTO and/or a PCLB one time during
3 the fiscal year, the employee will be permitted to convert up to 70
4 hours of PTO to cash to be paid via payroll check, provided that such
5 conversion does not bring the employee's total PTO balance below
6 80 hours.
- 7 B. In order to use the conversion to cash option, the employee must
8 submit a written request to the timekeeper.
- 9 35.19 Should an employee have more than the allowable carryover cap on her
10 anniversary date (leave progression date) and fail to choose one of the
11 above options, the number of hours over the allowable carryover cap will
12 automatically default into the employee's PCLB.
- 13 35.20 In the event of an in-line-of-duty death of a unit member, payment for all
14 unused PCLB that is not applied to service credit to reach retirement
15 eligibility will be made to the employee's designated beneficiary, at the
16 rate of pay the unit member was earning at the time of death.

17
18
19 **ARTICLE 36**

20 **ENTIRE AGREEMENT**

- 21 36.1 The parties acknowledge that during negotiations which resulted in this
22 Agreement, each had the unlimited right and opportunity to make proposals with
23 respect to subjects or matters not removed by law from the area of collective
24 bargaining. The understandings and agreements arrived at by the parties after
25 the exercise of such right and opportunity are set forth in this Agreement.
- 26 36.2 The City and the FOP, for the duration of this Agreement, agree that the other
27 shall not be obligated to bargain collectively with respect to any subject or matter
28 referred to or covered in this Agreement, but may, upon mutual agreement of
29 both the City and the FOP, bargain collectively on any subject or matter not

1 known or contemplated by either or both parties at the time that they negotiated
2 this Agreement.

3 36.3 Except as otherwise expressly provided for herein, the terms of this Agreement
4 shall be effective beginning with the first full pay period following ratification by
5 the City Commission.

6 36.4 Should either party desire to terminate, change or modify this Agreement or any
7 portion thereof, they shall notify the other party in writing at least thirty (30) days
8 prior to the expiration of the current Agreement. Such notification shall include
9 the title and section of the Article the party wishes to renegotiate and all other
10 articles will remain in full force and effect from year to year thereafter.

11 36.5 Following the sending and receipt of the notice described above, the parties shall
12 follow the procedures contained in the Florida Public Employee Relations Act
13 toward the consummation of a new Agreement.
14

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 3RD day of
2 October, 2019 *.

3

4 THE CITY OF GAINESVILLE,
5 FLORIDA

FRATERNAL ORDER OF POLICE

6

7

8

9 CITY MANAGER

FOP PRESIDENT, Sheldon McKinzie

10

VICE PRESIDENT, Leah Hayes

11

REPRESENTATIVE, Tristan Grunder

12

13

14 APPROVED AS TO FORM AND LEGALITY:

15

16

17

18 CITY ATTORNEY

19

20 CITY COMMITTEE:

21

22 Scott Heffner, Employee & Labor Relations Manager

23 Terrence Pierce, Assistant Police Chief

24 Jorge Campos, Interim Chief Inspector

25 Steve Varvel, Risk Management Director

26

27 * Date ratified by last party.

City of Gainesville
 2019 – 2022 Pay Plan
 Police – FOP

Effective 10/7/2019

		Minimum				Mid	Max
		Current	Oct. 2019	Oct. 2020	Oct. 2021		
P12 Police Officer (Non- Certified) 7323	Annualized	\$ 36,067	\$ 37,293	\$ 38,518	\$ 39,744	\$ 49,680	\$ 59,616
	Hourly	\$ 17.3399	\$ 17.9292	\$ 18.5184	\$ 19.1077	\$ 23.8846	\$ 28.6615
P14 Police Officer 7321	Annualized	\$ 41,939	\$ 43,677	\$ 45,414	\$ 47,152	\$ 58,940	\$ 70,728
	Hourly	\$ 20.1630	\$ 20.9984	\$ 21.8338	\$ 22.6692	\$ 28.3365	\$ 34.0038
P15 Police Corporal 7313	Annualized	\$ 46,133	\$ 50,182	\$ 54,231	\$ 58,280	\$ 72,850	\$ 87,420
	Hourly	\$ 22.1793	\$ 24.1260	\$ 26.0726	\$ 28.0192	\$ 35.0240	\$ 42.0288
P16 Police Sergeant 7331	Annualized	\$ 51,042	\$ 55,793	\$ 60,545	\$ 65,296	\$ 81,620	\$ 97,944
	Hourly	\$ 24.5394	\$ 26.8237	\$ 29.1080	\$ 31.3923	\$ 39.2404	\$ 47.0885

**FRATERNAL
ORDER OF
POLICE**



**DRUG-FREE
WORKPLACE
PROGRAM**

ADDENDUM A

FRATERNAL ORDER OF POLICE

DRUG-FREE WORKPLACE

PROGRAM

TABLE OF CONTENTS

1

2

3 **I. PURPOSE 1**

4 **II. SCOPE 2**

5 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION 2**

6 **IV. DEFINITIONS..... 3**

7 **V. ALCOHOL USE PROHIBITIONS 3**

8 **VI. DRUG USE PROHIBITIONS..... 5**

9 **VII. TESTING..... 7**

10 A. Testing of Applicants7

11 B. Reasonable Suspicion Testing8

12 C. Random Testing11

13 D. Random or Position Change Testing12

14 E. Follow-up Testing12

15 F. Routine Fitness for Duty.....13

16 G. Additional Testing.....13

17 H. Refusal to Test.....13

18 **VIII. TESTING PROCEDURE..... 13**

19 A. Tested Substances.....13

20 B. Designated Laboratory14

21 C. Notification of Prescription Drug Use14

22 D. Testing of Injured Employees.....14

23 E. Body Specimens15

24 F. Cost of Testing15

25 G. Collection Site, Work Site15

26 H. Collection Site, Work Site, Personnel16

27 I. Testing Laboratory16

1	J.	Initial Tests Used.....	17
2	K.	Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.	17
3	L.	Comparable Procedures.....	18
4	IX.	TEST RESULTS.....	18
5	A.	Reporting Results	18
6	B.	Challenges to Test Results.....	20
7	C.	Employee/Applicant Protection.....	22
8	D.	Comparable Procedures.....	22
9	X.	EMPLOYEE ASSISTANCE PROGRAM (EAP)	23
10	XI.	INVESTIGATION.....	24
11	XII.	ARREST FOR DRUG-RELATED CRIME	25
12	XIII.	CONFIDENTIALITY	25
13	XIV.	RECORDS AND TRAINING	26
14	A.	Resource File.....	26
15	B.	Individual Test Results	27
16	C.	General Records of the City	27
17	D.	Drug Training Program	27
18	E.	Comparable Procedures.....	28

19

20 Attachment I - Substance Abuse Investigation Report

1
2
3
FRATERNAL ORDER OF POLICE
DRUG-FREE WORKPLACE

4 **I. PURPOSE**

5
6 As a part of its commitment to safeguard the health of its employees, to provide a
7 safe place for its employees to work, to assure the public and fellow officers that
8 police officers are drug-free and to promote a drug-free working environment, the
9 City of Gainesville, Florida (City) has established this program relating to the use or
10 abuse of alcohol and drugs by its employees. Substance abuse, while at work or
11 otherwise, seriously endangers the safety of employees, as well as the general
12 public, and creates a variety of workplace problems including increased injuries on
13 the job, increased absenteeism, increased health care and benefit costs,
14 increased theft, decreased morale, decreased productivity, and a decline in the
15 quality of products and services provided. This program is established in part to
16 detect users and remove abusers of drugs and alcohol from the workplace, to
17 prevent the use and/or presence of these substances in the workplace, and to
18 assist employees in overcoming any dependence on drugs and/or alcohol in
19 accordance with the following guidelines.

20
21 Section 440.101, Fla. Stat., provides in part that an employee who is injured in the
22 course and scope of his employment and tests positive on a drug or alcohol test
23 may be terminated and may forfeit his eligibility for medical and indemnity benefits
24 under Florida's Workers' Compensation Law. Refusal to take a drug (urine) or
25 alcohol (breath) test may result in the employee forfeiting his eligibility for medical
26 and indemnity benefits under Florida's Workers' Compensation Law and the
27 employee being subject to dismissal. Therefore, if Worker's Compensation
28 benefits are forfeited pursuant to the drug-free workplace program, the employee
29 injured on the job will be without any City-provided medical benefits.

30
31 Prior to making any amendments to this Program, not required by changes to the
32 applicable law (statutes, regulations, case law, etc.) governing Section 440.101-
33 .102, Fla. Stat., or other state or federal requirements, the City shall submit the
34 proposed amendment to certified bargaining representatives of city employees
35 covered by the amendment and shall meet and confer with the certified bargaining
36 representatives concerning the proposed amendment. Provided further, that in the
37 event such amendments would authorize (1) the use of additional testing
38 techniques, (2) testing for additional drugs, or (3) creating additional situations for
39 testing (Section VII) shall be provided to the certified bargaining representatives of
40 the employees covered by the program amendments. The City will bargain over
41 the impact of such amendments if the Certified Bargaining Representative
42 requests such within ten (10) calendar days of being provided with such
43 amendments.
44

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

14 The City's Drug-Free Workplace Program has been prepared so as not to conflict
15 with public policy and, further, not to be discriminatory or abusive. A drug-free
16 workplace should be the goal of every employer in America. Drug and alcohol
17 testing is only one of the several steps that must be taken to achieve this objective.
18 When incorporated into a comprehensive anti-drug effort, testing can go a long
19 way in combating drug and alcohol abuse in the workplace.
20

21 **II. SCOPE**

22
23 All employees covered by this program, as a condition of employment, are
24 required to abide by the terms of this program. Any employee in doubt as to the
25 requirements or procedures applicable to their situations may contact the City's
26 Risk Management Department for information. Consistent with policy
27 determinations and legal requirements, the City shall limit testing to that which is
28 considered necessary to meet the Purpose of this Program.
29

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

31
32 A. The City has given a general one-time notice to all employees that the City
33 prohibits its employees from illegally or improperly using, possessing,
34 selling, manufacturing, or distributing drugs on its property, or while its
35 employees are at work; that it is against City policy to report to work or to
36 work under the influence of drugs; and that it is a condition of employment
37 to refrain from using illegal drugs or alcohol on the job, or abusing legal
38 drugs on or off the job such that it affects their job, and that a drug testing
39 program is being implemented. At least sixty (60) days have elapse
40 between the notice and any employee drug testing implemented pursuant
41 to this program.
42

43 B. Prior to testing, all employees or applicants for employment will have been
44 given a summary of the Drug-Free Workplace Program, a summary of the

1 drugs which may alter or affect a drug test, a list of local employee
2 assistance programs and a list of local alcohol and drug rehabilitation
3 programs.
4

- 5 C. A notice of drug testing will be included with all job vacancy announcements
6 for which drug testing is required. A notice of the City's drug testing
7 program will also be posted in appropriate and conspicuous locations on
8 the City's premises and copies of the program will be made available for
9 inspection during regular business hours in the Human Resources
10 Department.
11

12 **IV. DEFINITIONS**

13
14 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
15 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free
16 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall
17 apply to the words and phrases used in this program unless the context clearly
18 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used
19 in connection with different testing mechanisms, prohibitions or causes for testing,
20 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise
21 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as
22 follows:
23

- 24 (a) "Drug" means alcohol, including a distilled spirit,
25 wine, a malt beverage, or an intoxicating liquor;
26 an amphetamine; a cannabinoid; cocaine;
27 phencyclidine (PCP); a hallucinogen;
28 methaqualone; an opiate; a barbiturate; a
29 benzodiazepine; a synthetic narcotic; a designer
30 drug; or a metabolite of any of the substances
31 listed in this paragraph.
32 (b) The words fail, failed or failure when used in this
33 policy are based upon a confirmed positive test
34 result reported by the Medical Review Officer
35 (MRO).
36
37

38 **V. ALCOHOL USE PROHIBITIONS**

- 39
40 A. The consumption of alcohol on City property or while on duty (during
41 working hours, while at work, etc.) is prohibited and will result in disciplinary
42 action, up to and including dismissal. Exception shall be made for
43 permitted/contractual events attended off duty on City Property and for

1 undercover officers on duty who must drink as a part of the work
2 assignment to maintain undercover status.

- 3
- 4 B. Off-duty use of alcohol which adversely affects an employee's job
5 performance or adversely affects or threatens to adversely affect other
6 interests of the City, including but not limited to the employee's relationship
7 to his/her job, fellow workers' reputations, or goodwill in the community may
8 result in disciplinary action up to and including dismissal.
- 9
- 10 C. Except as provided herein, the personal possession (e.g., on the person, or
11 in a desk, locker, City vehicle, etc.) of alcohol on City property or during
12 working hours will result in disciplinary action, up to and including dismissal.
- 13
- 14 D. It is against the City's program and a violation of City policy to report to work
15 or to work under the influence of alcohol.
- 16
- 17 E. For purposes of implementing § 440.101-.102, Fla. Stat., an employee is
18 presumed to be under the influence of alcohol if a breath test shows alcohol
19 usage as set forth in Section VIII (K) or as otherwise provided by Section I
20 – Purpose.
- 21
- 22 F. An employee who Management has reason to suspect is under the
23 influence of alcohol will be removed immediately from the workplace and
24 will be tested and evaluated by authorized personnel selected in
25 accordance with this program. The City will take further action (i.e., further
26 testing, referral to counseling, and/or disciplinary action) based on medical
27 information, work history, and other relevant factors. The determination of
28 appropriate action in each case rests solely with the City.
- 29
- 30 G. An employee who fails an alcohol test will be subject to an Internal Affairs
31 investigation and disciplinary action. Such disciplinary action may include
32 termination for a first offense, absent mitigating circumstances.
- 33
- 34 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the
35 employee to dismissal.

36
37 Refusal is defined as follows:

38
39 Refuse to submit (to an alcohol or controlled substances test) means that
40 an employee:

- 41
- 42 (a) fails to provide adequate breath or blood for testing without a valid
43 medical explanation after he or she has received notice of the
44 requirement for alcohol testing; or
- 45

1 (b) fails to provide adequate urine for controlled substances testing
2 without a valid medical explanation after he or she has received
3 notice of the requirement for urine testing; or
4

5 (c) engages in conduct that clearly obstructs the testing process
6

7 I. Employees arrested for an alcohol-related incident, as indicated on the
8 arrest report, shall notify, as soon as feasible, but in any event no later than
9 24 hours after the arrest, the City management representative having direct
10 administrative responsibility for the arrested employee of the arrest if the
11 incident occurs:
12

13 (a) During working hours, or
14

15 (b) While operating a City vehicle, or
16

17 (c) While operating a personal vehicle on City business.
18

19 Failure to comply with this subsection will result in disciplinary action, up to
20 and including dismissal.
21

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

30 VI. DRUG USE PROHIBITIONS

31
32 A. The use, sale, purchase, possession, manufacture, distribution, or
33 dispensation of drugs or their metabolites on City property or while at work
34 (while on duty, during working hours, etc.) is a violation of the City's
35 Program and is Just Cause for immediate dismissal. Exception shall be
36 made for officers on duty who must, sell, purchase, possess, manufacture,
37 distribute, or dispense drugs or their metabolites as part of the work
38 assignment.
39

40 B. Reporting to work, or working, under the influence of illegal drugs is a
41 violation of the City's Program and is Just Cause for immediate dismissal.
42

43 C. An employee who fails a random urine drug test will be subject to an
44 Internal Affairs investigation and disciplinary action. Such disciplinary action
45 may include termination for a first offense, absent mitigating circumstances.
46 If mitigating circumstances warrant the employee being allowed to

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

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

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

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

3
4 Refusal is defined as follows:

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

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

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

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

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

21
22 H. Violations of drug prohibitions can subject an employee to disciplinary
23 action, up to and including dismissal and will be imposed for a first offense
24 absent mitigating circumstances. The fact that discipline is imposed for
25 violations of this program will not prevent the imposition of further discipline,
26 including termination, if an employee's certification is suspended or
27 revoked, or otherwise affected in connection with a program violation.
28

29 VII. TESTING

30
31 A. Testing of Applicants

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

35
36 2. Any job applicant who refuses to submit to drug testing, refuses to
37 sign the consent form, fails to appear for testing, tampers with the
38 test, or fails to pass the pre-employment confirmatory drug test will
39 not be hired and, unless otherwise required by law, will be ineligible
40 for hire for a period of at least two (2) years.
41

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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 Police Chief or designee to authorize the drug test of an employee.

The Police Chief or designee 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", individually (except as provided in g. below) or in combination, may include but are not limited to:

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
- a. A Pattern of Abnormal or Erratic Behavior - This includes but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
 - b. Information Provided by a Reliable and Credible Source - The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the Police Chief/Designee that an employee is violating the City's Drug-Free Workplace Program.
 - c. Direct Observation of Drug Use - The first-line or another supervisor/manager directly observes an employee using drugs while the employee is on duty. Under these circumstances, a request for drug testing is MANDATORY.
 - d. Presence of the Physical Symptoms of Drug Use - The supervisor observes physical symptoms that could include but, are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or what is generally associated with common ailments such as colds, sinus, hay fever, diabetes, etc.

27 The following will be deemed reasonable suspicion and may provide
28 a sufficient basis for requesting a drug test at the direction of the
29 Police Chief or designee:
30

- 31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
- e. Violent or Threatening Behavior - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent or threatening behavior against a fellow employee or a citizen, the Department may request that the employee submit to drug testing;
 - f. Violent or Threatening Behavior - Subsequent Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent or threatening behavior against a fellow employee or a citizen, upon a second or subsequent episode of similar behavior/conduct (within eighteen months), the Department shall request that the employee undergo drug testing.
 - g. Absenteeism and/or Tardiness: If an employee has previously received a suspension action for absenteeism or

1 tardiness, a continued poor record (within eighteen months)
2 that warrants a second or subsequent suspension action may
3 result in a request for a drug test. This factor alone will not be
4 cause for testing.

5
6 h. Odor: Odor of cannabis or alcoholic beverages upon the
7 person.

8
9 i. Performance Related Accidents: Each employee whose
10 performance either contributed to the accident or whose
11 performance cannot be discounted as a contributing factor to
12 the accident shall be drug tested. The management
13 representative having administrative responsibility for the
14 employee involved in the accident shall ensure that a drug
15 test is performed as soon as possible after the accident. Any
16 necessary emergency medical care should be provided prior
17 to initiating testing. In absence of the need for emergency
18 care the testing should be performed immediately. No drug
19 test should be administered after 32 hours. If drug testing is
20 not initiated within thirty-two (32) hours, the management
21 representative shall document the reason testing was not
22 completed within thirty-two (32) hours and submit it to
23 Employee Health Services.

24
25 Should evidence of alcohol be present, i.e., an odor of
26 alcohol, open containers, or a statement from a witness
27 confirming alcohol consumption, the management
28 representative must ensure alcohol testing is done
29 immediately after the accident unless emergency medical
30 care is required. An employee should be tested within 2
31 hours after the accident if at all possible. If alcohol testing is
32 not initiated within eight (8) hours, the management
33 representative shall document the reason testing was not
34 completed within eight (8) hours and submit it to Employee
35 Health Services.

36
37 The following are conditions that require accident related
38 testing:

39
40 1) City employee operating a city vehicle at any time, or a
41 non city vehicle on city business, and involved in an
42 accident that results in a citation for a moving violation,
43 or in any of the consequences described in 2) below.

44
45 2) Work related accident resulting in:
46

1 (a) death to another person or employee.
2 However, death of another person as a result of
3 training or a "use of force" must also be based
4 on one or more reasonable suspicion criteria as
5 listed in a. – h. above.

6
7 (b) injury to the employee, requiring medical
8 treatment at an off-site (away from the scene of
9 the accident) medical facility other than
10 Employee Health Services. If the injury is of
11 such character as would have been treated at
12 Employee Health Services, but for the
13 unavailability of Employee Health Services,
14 management may waive this requirement.
15 "Unavailability" means occurring at a time other
16 than the hours of operation of Employee Health
17 Service or at such distance from Employee
18 Health Services as to render their use
19 impractical. Injuries must also be based on one
20 or more reasonable suspicion criteria as listed in
21 a. - h. above.

22
23 (c) property damage estimated to be greater than
24 \$2500, unless the employee can be absolved of
25 all blame in the accident.

26
27 Post-accident testing may involve breath, blood, and urine.
28

29 C. Random Testing

- 30
31 1. Random drug testing will be performed utilizing urine and may be
32 performed in the future utilizing chemical breath or other statutorily
33 required mechanisms (see Section (VIII) (K) below).
34
35 2. All FOP Bargaining Unit employees will be required to submit to drug
36 testing on a random basis.
37
38 3. For purposes of selection for testing, employees shall be identified
39 only by Social Security Numbers and the selection of employees will
40 be conducted through the use of a random number generator or
41 other neutral selection process.
42
43 4. Upon notification to the employee and his/her immediate supervisor
44 by the Police Chief or his/her management designee that a drug test
45 is required, the employee shall report to the test site as soon as
46 practical, but in no event, later than the end of the current shift after

1 notification, and provide a specimen of his/her urine. If chemical
2 breath testing, or other reliable mechanisms, as determined by 49
3 CFR, Part 40 for alcohol testing are used, the test may be conducted
4 immediately at the work site or later at the collection site.
5

- 6 5. Random testing shall be at an annual rate of between twenty-five
7 percent (25%) and thirty percent (30%) of the average number of
8 positions for which testing is required.
9

10 D. Random or Position Change Testing

11
12 The employees assigned to any unit established specifically for narcotics
13 enforcement, e.g., Drug Enforcement Administration or Drug Task Force,
14 work undercover and therefore require additional measures to protect their
15 identity. It is in the mutual interest of the City of Gainesville and the Fraternal
16 Order of Police, Gator Lodge 67, to conduct Random Drug Testing and
17 Position Change Drug Testing for employees assigned to these units at
18 Employee Health Services (EHS).
19

- 20 (a) For Random testing, the employee shall report to EHS as soon as
21 practical, but in no event, no later than 24 hours after notification.
22 EHS shall then conduct the eight (8) panel dip stick drug test.
23 Refusal to submit to or failure to pass this test shall result in the
24 employee being referred to the testing lab for further testing or may
25 result in disciplinary action, up to and including dismissal.
26
27 (b) For Position Change testing, the employee shall report to EHS within
28 48 hours of receiving notification that they have been selected to fill
29 such position. EHS will then conduct the eight (8) panel dip stick
30 urine drug test. Refusal to submit to or failure to pass this test shall
31 result in the employee being referred to the testing lab for further
32 testing or will result in discipline as described in VI.F and G of this
33 Drug Free Workplace program.
34
35 (c) A referral to the testing lab for Random or Position Change testing
36 will require EHS to immediately contact the Personnel Unit of the
37 Gainesville Police Department who will then be responsible for
38 escorting the employee to the testing lab and remaining with the
39 employee until the testing is completed.
40
41
42

43 E. Follow-up Testing
44

1 If an employee, in the course of employment, enters an employee
2 assistance program for drug related problems or a drug rehabilitation
3 program, the employee must submit to a drug test as a follow-up to such
4 program unless such requirement is waived by the City in those cases
5 where the employee voluntarily entered the program. Entrance to a
6 program as a condition of continued employment or when the employee is
7 otherwise faced with the prospect of immediate disciplinary action based
8 upon problems associated with substance abuse shall not be considered
9 voluntary. If follow-up testing is required, it shall be conducted at least once
10 a year for a two-year period after completion of the program. Advance
11 notice of such follow-up testing must not be given to the employee to be
12 tested. Testing undertaken after referral to the Substance Abuse
13 Professional (SAP) as a result of a first violation of the City's Drug Free
14 Workplace Program, Article X, shall satisfy the requirements for follow-up
15 testing.
16

17 F. Routine Fitness for Duty

18
19 An employee shall submit to a drug test if the test is conducted as part of a
20 routinely scheduled employee fitness-for-duty medical examination that is
21 required for all members of an employment classification or group. When a
22 routinely scheduled employee fitness-for-duty medical exam is to be
23 included, it shall be subject to collective bargaining, unless such is
24 determined to be applicable to City employees by virtue of statutory or
25 regulatory requirements.

26 G. Additional Testing

27
28 Additional testing may also be conducted as required by applicable state or
29 federal laws, rules, or regulations, subject to Section I (Purpose) above.

30 H. Refusal to Test

31
32 Employees who refuse to submit to a test administered in accordance with
33 this program may forfeit their eligibility for all Workers' Compensation
34 medical and indemnity benefits and will be subject to dismissal. Employees
35 who refuse to submit to a chemical breath test will be subject to dismissal.
36

37 **VIII. TESTING PROCEDURE**

38
39 A. Tested Substances

40
41 The City may test for any or all of the following drugs:

1
2
3
4
5
6
7
8
9
10
11
12
13
14

15
16
17

18
19
20
21
22
23
24
25
26
27

28
29
30
31
32
33
34
35
36
37
38
39
40
41

42
43

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

B. Designated Laboratory

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

C. Notification of Prescription Drug Use

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

D. Testing of Injured Employees

1 An employee injured at work and required to be tested will be taken to a
2 medical facility for immediate treatment of injury. If the injured employee is
3 not at a designated collection site, the employee will be transported to one
4 as soon as it is medically feasible and specimens will be obtained. If it is
5 not medically feasible to move the injured employee, specimens will be
6 obtained at the treating facility under the procedures set forth in this
7 program and transported to an approved testing laboratory. No specimen
8 will be taken prior to the administration of emergency medical care. An
9 injured employee must authorize release to the City the result of any tests
10 conducted for the purpose of showing the presence of alcohol or drugs as
11 defined by this policy.
12
13

14 E. Body Specimens

15
16 Urine will be used for the initial test for all drugs except alcohol and for the
17 confirmation of all drugs except alcohol. Breath will be used for the initial
18 and confirmation tests for alcohol. Sufficient volume of specimens shall be
19 obtained so as to provide for the necessary number of samples as may be
20 required, depending upon the number of required procedures. Chemical
21 breath testing methods will be utilized in connection with justifying further
22 alcohol/blood tests in instances involving reasonable suspicion, and random
23 testing under this program. In the case of injured employees, the physician
24 will have the discretion to determine to not draw a blood sample if such
25 would threaten the health of the injured employee or if the employee has a
26 medical condition unrelated to the accident which may preclude the drawing
27 of the necessary quantity of blood for a testing specimen. Under these
28 circumstances, no inference or presumption of intoxication or impairment
29 will be made for the purposes of § 440.101-.102, but discipline for violation
30 of the Program may be taken based upon observable conduct or conditions
31 and/or the result of other tests, if any.
32

33 F. Cost of Testing

34
35 The City will pay the cost of initial and confirmation drug tests, which it
36 requires of employees and job applicants. An employee or job applicant will
37 pay the cost of any additional drug tests not required by the City. In the
38 event that the City requires the employee's presence at the collection site
39 outside normal working hours as part of the testing process and the
40 employee passes the drug/alcohol test he/she will be compensated (if
41 applicable) for time spent at the collection site, at the appropriate wage rate.
42

43 G. Collection Site, Work Site
44

- 1 1. The City will utilize a collection site designated by an approved
2 laboratory which has all necessary personnel, materials, equipment,
3 facilities, and supervision to provide for the collections, security,
4 chain of custody procedures, temporary storage and shipping or
5 transportation of urine and blood specimens to an approved drug
6 testing laboratory. The City may also utilize a medical facility
7 (designated by the contract laboratory) as a collection site which
8 meets the applicable requirements.
9
- 10 2. The City may require that an employee take a chemical breath test
11 at the Work Site or other City facility.
12
- 13 3. Security of the collection site, chain of custody procedures, privacy of
14 the individual, collection control, integrity and identity of the specimen
15 and transportation of the specimen to the laboratory as applicable
16 will meet state or federal rules and guidelines. Florida Agency for
17 Health Care Administration's CHAIN OF CUSTODY form as
18 amended from time to time, will be used for each employee or job
19 applicant whose blood or urine is tested.
20

21 H. Collection Site, Work Site, Personnel

22
23 A specimen for a drug test will be taken or collected by:

- 24
- 25 1. A physician, a physician's assistant, a registered professional nurse,
26 a licensed practical nurse, a nurse practitioner, or a certified
27 paramedic who is present at the scene of the accident for the
28 purpose of rendering emergency service or treatment and/or
29 qualified breath alcohol technician as defined in CFR Part 40; or
30
- 31 2. A qualified person employed by a licensed laboratory who has the
32 necessary training and skills for the assigned tasks as described in
33 §440.102 (9) Fla. Stat.
34

35 In the case of a chemical breath test, utilizing evidential breath test devices,
36 a technician licensed pursuant to Fla. Admin. Code R. 59A-24, and/or
37 qualified breath alcohol technician as defined in 49 CFR Part 40.
38

39 I. Testing Laboratory

- 40
- 41 1. The laboratory used to analyze initial or confirmation drug specimens
42 will be licensed or certified by the appropriate regulatory agencies to
43 perform such tests. The Agency for Health Care Administration has
44 published Drug-Free Workplace Standards (Florida Administrative
45 Code, R 59A-24) which shall be followed by laboratories and

1 employers for testing procedures required under § 440.101-.102,
2 Fla. Stat.

- 3
- 4 2. All laboratory security, chain of custody, transporting and receiving of
5 specimens, specimen processing, retesting, storage of specimens,
6 instrument calibration and reporting of results will be in accordance
7 with applicable state or federal laws and rules established by HCA;
8 to the extent the above information is readily reproducible by the lab
9 and not confidential, such will be forwarded to the appropriate
10 certified bargaining unit representative upon their request and their
11 payment for reproduction cost.
- 12
- 13 3. The Medical Review Officer will provide assistance to the employee
14 or job applicant for the purpose of interpreting any positive confirmed
15 test results.
- 16

17 J. Initial Tests Used

18

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

24 Alcohol	.04 g/dl%
25 Amphetamines	1000 ng/ml
26 Cannabinoids	50 ng/ml
27 Cocaine	300 ng/ml
28 Phencyclidine	25 ng/ml
29 Methaqualone	300 ng/ml
30 Opiates	300 ng/ml
31 Barbiturates	300 ng/ml
32 Benzodiazepines	300 ng/ml
33 Synthetic Narcotics:	
34 Methadone	300 ng/ml
35 Propoxyphene	300 ng/ml

36

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

38

39 All blood and urine specimens identified as positive on the initial test will be
40 confirmed using gas chromatography/mass spectrometry (GC/MS) or an
41 equivalent or more accurate scientifically accepted method approved by the
42 HCA, except that alcohol will be confirmed using an evidential breath
43 testing device (EBT). All confirmation will be done by quantitative analysis.
44 Concentrations which exceed the linear region of the standard curve will be
45 documented in the laboratory and recorded as "greater than highest

1 standard curve value." The following confirmation cutoff levels¹ will be used
2 when analyzing specimens to determine whether they are positive or
3 negative for these drug metabolites. All levels equal to or exceeding the
4 following will be reported as positive:

5	Alcohol	.04 g/dl%
6	Amphetamines	500 ng/ml
7	Cannabinoids	15 ng/ml
8	Cocaine	150 ng/ml
9	Phencyclidine	25 ng/ml
10	Methaqualone	150 ng/ml
11	Opiates	300 ng/ml
12	Barbiturates	150 ng/ml
13	Benzodiazepines	150 ng/ml
14	Synthetic Narcotics:	
15	Methadone	150 ng/ml
16	Propoxyphene	150 ng/ml

17
18 L. Comparable Procedures

19
20 To the extent allowed by law and regulation, the City shall utilize 49 CFR,
21 Part 40 procedures for workplace drug testing programs in lieu of the
22 comparable procedures described herein, or incorporated by reference,
23 when such comparable procedures are based upon the requirements of
24 Fla. Admin. Code R. 59A-24.
25

26 **IX. TEST RESULTS**

27 A. Reporting Results

- 28
29 1. The laboratory shall disclose to the Medical Review Officer (MRO) a
30 written positive confirmed test result report within seven (7) working
31 days after receipt of the sample. The laboratory should report all test
32 results (both positive and negative) to the MRO within seven (7)
33 working days after receipt of the specimen at the laboratory. The
34 name and address of the current MRO is on file with Employee
35 Health Services. The MRO is contracted by the City and is not an
36 employee of the drug testing laboratory.
37
38 2. The laboratory will report as negative all specimens which are
39 negative on the initial test or negative on the confirmation test. Only
40 specimens confirmed positive on both the initial test and the
41 confirmation test will be reported positive for a specific drug.
42

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

- 1 3. The laboratory will transmit results in a manner designed to ensure
2 confidentiality of the information. The laboratory and MRO will
3 ensure the security of the data transmission and restrict access to
4 any data transmission, storage and retrieval system.
5
6 4. As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that
7 positive and negative test results were properly analyzed and
8 handled according to HCA rules. The MRO may require a retest.
9 The MRO will have knowledge of substance abuse disorders and
10 shall also be knowledgeable in the medical use of prescription drugs
11 and in the pharmacology and toxicology of illicit drugs. The MRO
12 shall evaluate the drug test result(s) reported by the lab, verify by
13 checking the chain of custody form that the specimen was collected,
14 transported and analyzed under proper procedures and, determine if
15 any alternative medical explanations caused a positive test result.
16 This determination by the MRO may include conducting a medical
17 interview with the tested individual, review of the individual(s) medical
18 history or the review of any other relevant bio-medical factors. The
19 MRO shall also review all medical records made available by the
20 tested individual. The MRO may request the laboratory to provide
21 quantification of test results.
22
23 5. Within three (3) days of receipt of the test results, the MRO will: (1)
24 notify Designated Employer Representative (DER) of negative
25 results, and (2) contact the employee or job applicant regarding a
26 confirmed positive test result and make such inquiry as to enable the
27 MRO to determine whether prescription or over-the-counter
28 medication could have caused the positive test results. In this later
29 case, the MRO will follow the applicable procedure set forth in either
30 the HCA or D.O.T. rules for providing the employee or job applicant
31 the opportunity to present relevant information regarding the test
32 results. After following the appropriate procedures, the MRO will
33 notify the City in writing of any verified test results. If the MRO, after
34 making and documenting all reasonable efforts, is unable to contact
35 the employee or job applicant to discuss positive test results, the
36 MRO will contact a designated management official to arrange for
37 the employee or applicant to contact the MRO.

38
39 The MRO may verify a positive test without having communicated to
40 the employee or applicant about the results of the test, if 1) the
41 employee or applicant declines the opportunity, or 2) within two (2)
42 working days after contacting the designated management official,
43 the employee or applicant has not contacted the MRO. Further,
44 employees or applicants must cooperate fully with the MRO. Upon
45 receipt of notification by the City that an employee or applicant failed
46 to meet with the MRO upon his or her request or failed to promptly
47 provide requested information the City will disqualify an applicant

1 from being hired or will immediately place an employee on
2 suspension without pay that may result in discharge.

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

30 **B. Challenges to Test Results**

- 31
- 32 1. Within five (5) working days (Monday thru Friday, 0800 - 1700,
33 except observed/designated holidays) after receiving notice of a
34 confirmed positive test result from the City, the employee or job
35 applicant may submit information to the City explaining or contesting
36 the test results and why the results do not constitute a violation of
37 this program. The employee or job applicant will be notified, in
38 writing, if the explanation or challenge is unsatisfactory to the City.
39 This written explanation will be given to the employee or job
40 applicant within 15 days of receipt of the explanation or challenge,
41 and will include why the employee's or job applicant's explanation is
42 unsatisfactory, along with the report of positive results. All such
43 documentation will be kept confidential and will be retained for at
44 least one (1) year.
- 45

1
2
3
4
5
6
7
8
9
10
11
12
13
14

- 2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City Human Resources policy or collective bargaining agreement.

- 3. When an employee or job applicant undertakes an administrative or legal challenge to the test results, it shall be the employee's or job applicant's responsibility to notify the City through its Human Resources Director and the laboratory, in writing, of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample shall be retained by the laboratory until final disposition of the case or administrative appeal.

- 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 VII.E.
39 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 2. immediately cease any and all abuse/use of alcohol/drugs; and
- 32 3. consent, in writing, to periodic unannounced testing for a period of up
33 to 60 months after returning to work or completion of any
34 rehabilitation program, whichever is later; and
- 35 4. pass all drug test(s) administered under this program and
- 36 5. The employee and the certified bargaining representative, if any,
37 executes and abides by an agreement describing the required
38 conditions.
39
40
41
42
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.I. 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/her
28 assignment/position.
29 2. After the preliminary investigation is completed, but in no event later
30 than 15 days after the Police Chief/Designee learns of the arrest, normal
31 personnel procedures shall be implemented.

32 **XIII. CONFIDENTIALITY**

33
34 All information, interviews, reports, statements, memoranda and drug test results,
35 written or otherwise, received by the City as a part of this drug testing program are
36 confidential communications. Unless required by state or federal laws, rules or
37 regulations, the City will not release such information without a written consent
38 form signed voluntarily by the person tested, except when consulting with legal
39 counsel in connection with action brought under or related to § 440.101-.102, Fla.
40 Stat., or when the information is relevant to the City's defense in a civil or
41 administrative matter.

42
43 The provisions of §119.07 to the contrary notwithstanding:

44
45 A. All information, interviews, reports, statements, memoranda, and drug test
46 results, written or otherwise, received or produced as a result of a drug

1 testing program are confidential communications and may not be used or
2 received in evidence, obtained in discovery, or disclosed in any public or
3 private proceedings, except in accordance with this section or in
4 determining compensability under Chapter 440 Florida Statutes.
5

6 B. Employers, laboratories, employees assistance programs, drug and alcohol
7 rehabilitation programs, and their agents who receive or have access to
8 information concerning drug test results shall keep all information
9 confidential. Release of such information under any other circumstances
10 shall be solely pursuant to written consent form signed voluntarily by the
11 person tested, unless such release is compelled by a hearing officer or a
12 court of competent jurisdiction pursuant to an appeal taken under this
13 section, or unless deemed appropriate by a professional or occupational
14 licensing board in a related disciplinary proceeding. The consent form must
15 contain, at a minimum:

- 16 1. The name of the person who is authorized to obtain the information.
- 17 2. The purpose of the disclosure.
- 18 3. The precise information to be disclosed.
- 19 4. The duration of the consent.
- 20 5. The signature of the person authorizing release of the information.

21 C. Information on drug test results shall not be released or used in any criminal
22 proceeding against the employee or job applicant. Information released
23 contrary to this section shall be inadmissible as evidence in any such
24 criminal proceedings.

25 D. Nothing herein shall be construed to prohibit the employer, agent of the
26 employer, or laboratory conducting a drug test from having access to
27 employee drug test information when consulting with legal counsel in
28 connection with actions brought under or related to this section or when the
29 information is relevant to its defense in a civil or administrative matter.
30
31

32
33
34
35
36
37
38 **XIV. RECORDS AND TRAINING**
39

40 A. Resource File

41
42 The City will maintain a current resource file of providers of employee
43 assistance including alcohol and drug abuse programs, mental health
44 providers, and various other persons, entities or organizations designed to
45 assist employees with personal or behavioral problems. The City will inform

1 employees and new hires about various employee assistance programs
2 that the employer may have available. The information shall be made
3 available at a reasonable time convenient to the City in a manner that
4 permits discreet review by the employee. The City will provide the names,
5 addresses, and telephone numbers of employee assistance programs and
6 local alcohol and drug rehabilitation programs to employees and applicants.
7

8 B. Individual Test Results

- 9
- 10 1. The MRO shall be the sole custodian of individual positive test
11 results.
 - 12
 - 13 2. The MRO shall retain the reports of individual positive test results for
14 a period of two (2) years.
 - 15
 - 16 3. The City shall keep confidential and retain for at least one (1) year an
17 employee's challenge or explanation of a positive test result, the
18 City's response thereto, and the report of positive result.
 - 19
 - 20 4. The City shall keep all negative test results for two (2) years.
21

22 C. General Records of the City

- 23
- 24 1. Records which demonstrate that the collection process conforms to
25 all appropriate state or federal regulations shall be kept for three (3)
26 years.
 - 27
 - 28 2. A record of the number of employees tested by type of test shall be
29 kept for five (5) years.
 - 30
 - 31 3. Records confirming that managers, supervisors and employees have
32 been trained under this program shall be kept for three (3) years.
33

34 D. Drug Training Program

- 35
- 36 1. The City shall establish and maintain a Drug Training Program. The
37 Program shall, at a minimum, include the following:
38
 - 39 a. A written statement on file and available for inspection at its
40 Human Resources Department outlining the Program;
 - 41
 - 42 b. At least an annual educational and training component for
43 employees which addresses drugs; and
44

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

3

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

6

7 a. The effects and consequences of drug use on personal
8 health, safety and work environment;

9

10 b. The manifestations and behavioral changes that may indicate
11 drug use or abuse; and

12

13 c. Documentation of training given to employees, supervisory
14 and management personnel.

15

16 E. Comparable Procedures

17

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

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: _____	

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: <i>Mark all items that apply and describe specifics.</i>

REASONABLE SUSPICION FOR: ALCOHOL <input type="checkbox"/> CONTROLLED SUBSTANCES <input type="checkbox"/>
--

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

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

BODY ODORS:

OTHER OBSERVATIONS FOR REASONABLE SUSPICION:

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

Designated Management Representative

Preparation Date/Time

Designated Management Representative

Preparation Date/Time

Designated Management Representative

Preparation Date/Time

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