

AGREEMENT
BETWEEN THE
CITY OF GAINESVILLE
AND
AMALGAMATED TRANSIT UNION
LOCAL NO. 1579

EFFECTIVE: OCTOBER 1, 2015 - SEPTEMBER 30, 2018

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1
2 **PREAMBLE**

3 **THIS AGREEMENT** is entered into by the City of Gainesville, hereinafter
4 referred to as the "Public Employer" or "City", and Local No. 1579 Amalgamated Transit
5 Union, hereinafter referred to as the "Union", on this 5th day of November 2015.

6 WITNESSETH:

7 WHEREAS, the City is engaged in furnishing essential public service which vitally
8 affects the health, safety, comfort and general well-being of the public, and;

9 WHEREAS, all parties hereto recognize the need for continuous and reliable
10 service to the public, it is mutually agreed the City's obligation to provide efficient,
11 responsive service to the citizens of the City of Gainesville should not be obstructed by
12 disputes between it and its employees, and;

13 WHEREAS, all parties hereto agree that the basic intent of this Agreement is to
14 provide a fair day's work in return for a fair day's pay under fair conditions, and;

15 WHEREAS, it further is the general purpose of this Agreement to promote the
16 mutual interests of the Regional Transit System and its employees and to provide for the
17 operation of the Regional Transit System's business operations under methods which will
18 further to the fullest extent possible, the safety of the employees, economy and efficiency
19 of operation, elimination of waste, realization of maximum quantity and quality of
20 operation, cleanliness, protection of the public's property and avoidance of interruptions to
21 operations. The City and the Union will cooperate fully to secure the advancement and
22 achievement of these purposes, and;

23 WHEREAS, it is mutually recognized that all employees shall work at all times to
24 the best interest of the City's public transportation system; they shall operate and handle
25 the City's public transportation system's vehicles at all times in full compliance with the
26 rules of the City; they shall give the riding public courteous, respectful and fair treatment
27 at all times to the end that the City's public transportation system may improve and grow;
28 they shall extend courteous, respectful and fair treatment to their fellow employees
29 regardless of classification ranking or job duties; and they shall, at all times, use their
30 influence and best endeavors to preserve, promote and protect the interest of the City's

1 public transportation service as well as cooperate in the promotion and advancement of
2 the public transportation service; recognizing the benefit to this community provided by a
3 well run, properly managed, well executed, publicly funded and subsidized mass transit
4 facility. Further, recognizing that such cooperation between employees in all
5 classifications and all levels, management and operations, in almost all instances,
6 furthers their own interests as public employees to retain meaningful work in jobs they
7 desire as well as to best achieve the above goals and standards.

8 NOW, THEREFORE, and in this spirit, for and in consideration of the premises
9 herein contained, it is mutually agreed that:

10

11

ARTICLE 1

PURPOSE AND INTENT

1.1 The following Agreement between the City and the Union is recorded in written form to meet the requirements set forth in Chapter 447 of the State Statutes, specifically Section 447.203(14), which requires the execution of a written contract with respect to agreements reached.

1.2 This Agreement is designed to provide for a fair and equitable procedure for the resolution of contractual differences in accordance with the grievance procedure specified herein.

1.3 It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning specified terms and conditions of employment consistent with the availability of public funds.

ARTICLE 2

UNION RECOGNITION

2.1 The City recognizes the Union as the collective bargaining agent of all probationary, regular full-time and regular part-time non-supervisory employees of the City's Regional Transit System with the classifications listed in Exhibit A attached hereto except:

1. Managerial and administrative employees.
2. Professional employees, unless and until inclusion of professional employees is approved pursuant to Florida Statutes, Chapter 447, specifically Section 447.307(4)(h).
3. Supervisory employees.
4. Temporary employees.

Further provided, should the City create new job classifications, which by the nature of the duties of the position meet the bargaining unit definition, then that job classification shall be included in the bargaining unit. The City shall notify the Union of the addition of all new job classifications in a timely manner. Should the Union object to the exclusion of the position in the

1 bargaining unit, it is understood that the Union will request determination of
 2 the bargaining unit status from the Public Employees Relations
 3 Commission.

4 2.2 The President of Local 1579 or his/her designated representative will be the
 5 official spokesperson for said Local Union in any matter between the Local
 6 Union and the Public Employer.

7 2.3 The Union recognizes the City Manager or his/her designated
 8 representatives as the sole representatives of the City of Gainesville for the
 9 purpose of collective bargaining. There shall be no individual arrangements
 10 or agreements made covering any part or all of this Agreement contrary to
 11 the terms herein provided. This Agreement may be amended only upon the
 12 written mutual agreement of both parties, City and Union, and shall become
 13 part of this Agreement only upon ratification by both parties, City and Union.
 14

15 **ARTICLE 3**

16 **UNION SECURITY AND CHECK OFF**

17 3.1 Any and all employees who are eligible for inclusion in the bargaining unit
 18 shall have the right to join or not to join the Union as they individually prefer.
 19 It is agreed that there shall be no discrimination for or against any employee
 20 because of his membership in said organization and, likewise, no employee
 21 shall be discriminated against for non-membership in the Union and neither
 22 the Union nor any employee shall attempt to coerce an employee into
 23 joining or continuing in said organization or interfere with an employee in
 24 any way because of failure or refusal on the employee's part to join said
 25 organization.

26 3.2 The City agrees to deduct, from bargaining unit employees, on a bi-weekly
 27 basis, Union dues as certified to the Public Employer by the Secretary-
 28 Treasurer or designated representative of the Amalgamated Transit Union,
 29 Local No. 1579, and to remit the aggregate deductions so authorized,
 30 together with an itemized statement, to the Secretary-Treasurer. Dues
 31 deduction requests submitted after the above date will be remitted within

1 thirty (30) days after the effective date of such requests upon receipt of a
2 stipulated, lawfully executed, written authorization from an employee
3 covered by this Agreement. Changes in Union membership dues will be
4 similarly certified to the City in writing and shall be done at least thirty (30)
5 days prior to the effective date of such change. This dues authorization
6 may be revoked by the employee upon thirty (30) days written notice to the
7 City and to the Union.

8 3.3 No deduction shall be made from the pay of any employee for any payroll
9 period in which the employee's net earnings for that payroll period, after
10 other deductions, are less than the amount of dues to be checked off.

11 3.4 The Union agrees to indemnify, defend and hold the City harmless against
12 any and all claims, suits, orders or judgments brought or issued against the
13 City as a result of any action taken or not taken by the City under the
14 provisions of this Article.

16 **ARTICLE 4**

17 **MANAGEMENT SECURITY**

18 4.1 The Union and its members agree they shall have no right to strike. Strike
19 means the concerted stoppage of work, the concerted absence for any
20 reason including sickness of employees from their positions, the concerted
21 failure to report for duty, the concerted submission of resignations, the
22 concerted abstinence in whole or in part of any group of employees from
23 the full and faithful performance of their duties of employment with the City
24 of Gainesville, the Public Employer, for the purpose of inducing, influencing,
25 condoning or coercing a change in the obligations, terms or conditions of
26 their employment. The Union and its members further agree they shall
27 have no right to participate in a deliberate and concerted course of conduct
28 which adversely affects the services of the employer, including the failure to
29 work overtime, the concerted failure to report for work after the expiration of
30 a collective bargaining agreement and picketing in furtherance of a work
31 stoppage or refusing to cross a picket line. Any violation of this section shall

1 subject the violator(s) to the penalties as provided by law and to the rules
2 and regulations of the Public Employer.

3 4.2 Any employee covered by this Agreement who participates in, is a party
4 thereto, or promotes any of the above actions as outlined in Section 4.1 or
5 other similar forms of interference with the operations or functions of the
6 City, shall be subject to disciplinary action up to and including discharge.
7 The only question that shall be raised in any proceedings, judicial or
8 otherwise, contesting such action, is whether any provision as outlined in
9 Section 4.1 was violated by the employee to be disciplined or discharged.
10 Employees shall not be entitled to any benefits or wages whatsoever while
11 they are engaged in strike activities, or other interruptions of work. Any
12 employee discharged in accordance with this Article or applicable provisions
13 of the State of Florida Collective Bargaining Statute shall forfeit all pension
14 rights, and if appointed, reappointed, employed or re-employed by the City,
15 serve a six (6) month probationary period following the reappointment or re-
16 employment, and the compensation may in no event exceed that received
17 immediately prior to the time of the violation and the compensation may not
18 be increased for one (1) year.

19 4.3 In the event of a strike as defined in Section 4.1, the Local President of the
20 Amalgamated Transit Union, after determining such individuals are
21 Amalgamated Transit Union members, shall immediately, within 24 hours,
22 verbally where possible, and in writing, order such employees to return to
23 work; copy of such order to be provided to the City within twenty-four (24)
24 hours. This Article is not subject to the arbitration provisions of the
25 Agreement but shall be enforced by the ordinary processes of the law.

26 4.4 During the term of this Agreement, the Public Employer agrees to not lock
27 out any employees covered by this Agreement.
28

ARTICLE 5**MANAGEMENT RIGHTS**

1
2
3 5.1 It is the right of the Public Employer to determine unilaterally the purpose of
4 each of its constituent agencies, set standards of services to be offered to
5 the public and exercise control and discretion over its organization and
6 operations.

7 5.2 Except as otherwise provided herein, the Union recognizes the sole and
8 exclusive rights, powers and authority of the Public Employer further
9 include, but are not limited to, the following: to direct and manage
10 employees of the City to hire, promote, transfer, schedule, assign and retain
11 employees, to suspend, demote, discharge or take other disciplinary action
12 against employees for just cause, to relieve employees from duty because
13 of lack of work, funds, or other legitimate reasons, to maintain the efficiency
14 of its operations including the right to contract and subcontract existing and
15 future work, to determine the duties to be included in job classifications and
16 the numbers, types and grades of positions or employees assigned to an
17 organizational unit, department or project, to assign overtime and to
18 determine the amount of overtime required, to control and regulate the use
19 of all its equipment and property, to establish and require employees to
20 observe all its rules and regulations, to conduct performance evaluations
21 and to determine internal security practices. The employer agrees that,
22 prior to substantial permanent layoff of Union bargaining members, it will
23 discuss such with the Union. The Union shall be notified and permitted an
24 opportunity for discussion and consultation prior to any sub-contracting of
25 transit-related services or duties which would substantially affect members
26 of its bargaining unit.

27 5.3 If, in the sole discretion of the Public Employer, it is determined that civil
28 emergency conditions exist, or are imminent including, but not limited to,
29 riots, civil disorders, severe weather conditions (or similar catastrophes), or
30 unusual operational needs the provisions of this Agreement may be
31 suspended by the appropriate manager during the time of the declared

1 emergency, provided that wage rates and monetary fringe benefits shall not
2 be suspended. If it is determined that an emergency condition exists that is
3 an unusual operational need, seniority rights for work assignments may be
4 suspended by the appropriate manager during the time of the declared
5 emergency. Should an emergency arise, the Union President shall be
6 advised as soon as possible of the nature of the emergency.
7

8 **ARTICLE 6**

9 **UNION STEWARDS & UNION ACTIVITY**

10 6.1 The Union shall have the right to select employees from those covered by
11 this Agreement to act as Union stewards. A written list of the Union officers
12 and stewards shall be furnished to the Human Resources Director and the
13 Director for the Regional Transit System at the time of the effective date of
14 their assuming office. The Union shall notify the Human Resources
15 Director and the Director for the Regional Transit System promptly of any
16 change(s) of such Union officers and stewards. No Union steward will
17 perform any Union work unless the above has been complied with.

18 6.2 An Amalgamated Transit Union representative or any Local No. 1579 officer
19 or steward may, with proper authorization, which will not be unduly withheld,
20 be admitted to the property of the Public Employer. The representative, as
21 designated above, shall be able to talk with employees before or after
22 regular working hours, during lunch hours or during break periods of said
23 employees on Public Employer property in areas designated by the Public
24 Employer.

25 6.3 All Union stewards shall be employees in the bargaining unit who have
26 satisfactorily completed their probationary period.

27 6.4 The Union recognizes that Union stewards and officers are not entitled to
28 any special benefits or treatment because of their role as a steward or
29 officer, nor shall stewards and officers be discriminated against for the
30 proper and legitimate Union activity in which they engage.

- 1 6.5 While on sick leave, PCLB, unscheduled PTO, vacation in lieu of sick leave
2 or leave without pay for disciplinary reasons, no employee shall function as
3 a Union officer or steward on City property. Employees who violate this
4 section while on sick or unscheduled leave shall not be eligible to receive
5 pay for the time off.
- 6 6.6 The investigation, handling, or adjustment of grievances shall be conducted
7 by employees and/or Union officers and stewards during non-working
8 hours. Union stewards shall not exceed five (5) in number. If grievance
9 matters must be attended to during regular working hours, Union stewards
10 may be allowed to conduct such business without loss of straight time pay
11 or benefits by using Union pool time, provided:
- 12 A. A written request for use of Union pool time is submitted to the
13 immediate supervisor for department head approval in advance of
14 time off.
- 15 B. It shall be the Union's responsibility to supply, to the City, a Union
16 Time Pool Authorization form which includes the name of the
17 employee and the hours of vacation time donated by the employee
18 to the pool. The form must be signed by the employee donating
19 time. Time donations may be made at any time and shall be in
20 increments of not less than one (1) hour nor more than forty-eight
21 (48) hours. Time pool hours may be drawn upon at the discretion of
22 the Union in increments of at least one (1) hour.
- 23 C. Charges against the Union business time pool shall only be made
24 when approved by the President of the Union. If the Union time pool
25 shall become depleted, anyone engaging in Union activities during
26 his/her working hours shall do so without pay, unless otherwise
27 provided in this Agreement.
- 28 D. A record of all time donated and drawn against the above pool shall
29 be kept by Regional Transit and the Union. The Union shall
30 indemnify, defend, and hold the City harmless against any and all
31 claims made and against any suits instituted against the City on

1 account of the City complying with any of the provisions of this
2 Article.

3 E. Employees who are members of the negotiating team for the Union
4 may use pool time in accordance with provisions of this Article.

5 F. The Union President/designee may use pool time in accordance with
6 the provisions of this Article to attend resolutions of impasse
7 hearings before the City Commission, the actual days of the ATU
8 National Convention, and the Florida ATU legislative conference
9 board meeting.

10 G. In the event the Union Time Pool does not have forty-five (45) hours
11 each October 1, the City will contribute the difference to make at
12 least forty-five (45) hours. During each fiscal year the City will match
13 an additional hour for hour up to a maximum of 10 hours of union
14 pool time for each hour of pool time contributed by the employees.
15 In no event shall the City contribute more than fifty-five (55) hours.

16 6.7 Solicitation of any and all kinds by the Union, including but not limited to, the
17 solicitation of membership, grievances and the collection of Union monies
18 shall not be engaged in during working hours, further provided that the
19 Public Employer's radio equipment shall not be used for such purposes. It
20 is not the intent of the above to restrict or preclude any steward from
21 answering legitimate questions from any members of the bargaining unit
22 concerning Union activity or grievances.

23 6.8 The Union shall not distribute literature during working hours in areas where
24 the actual work of public employees is performed, such as offices,
25 warehouses, schools, police stations, fire stations, and any similar public
26 installation. This section shall not be construed to prohibit the distribution of
27 literature during the employee's lunch or before or after work hours and
28 dinner break or scheduled break periods, in such areas not exclusively
29 devoted to the performance of the employee's official duties.

30 6.9 The Union shall not distribute, on City property, any materials that reflect on
31 the integrity or motives of any individual, agency, or activity of the City

1 government or other labor organization. This shall not restrict the Union
2 from having the same privilege as any citizen.

3 6.10 The City agrees to notify the Union President of the discharge, resignation,
4 layoff or suspension of an employee covered by this Agreement if the
5 employee requests such notification.

6 6.11 Any rule or regulation pertaining to members of the bargaining unit will be
7 made available to all such employees in written form prior to the time of
8 taking effect, except in clear instances where circumstances of an
9 emergency nature necessitate immediate implementation of rules and
10 regulations.

11 6.12 The City will maintain an up-to-date and accurate seniority roster to be
12 posted on RTS bulletin boards and furnish the Union a copy of such roster
13 upon changes in the roster.

14 6.13 Union members will be permitted to wear a Union pin or shoulder patch on
15 their uniform.

16 6.14 An employee, upon request, shall be entitled to Union representation at
17 disciplinary interviews or conferences in accordance with law.

18 **ARTICLE 7**

19 **PROBLEM AND COMPLAINT RESOLUTION**

20
21 7.1 The purpose of this Article is to provide for the informal resolution of
22 employee problems and complaints. This Article recognizes that there are
23 times that problems, complaints, or situations may occur when an employee
24 covered by this Agreement may require information or feels that an
25 adjustment of some type is required that can best be provided through
26 informal resolution.

27 7.2 When an employee covered by this Agreement is working under the
28 jurisdiction of an employee in the category of Supervisor the employee and
29 the supervisor shall be expected to informally resolve problems, complaints
30 or situations that the employee feels need either adjustment or information
31 and that are within the authority of the Supervisor to resolve. In this

1 resolution process, the Supervisor does not have the authority to adjust
 2 claims that involve the interpretation or application of this Collective
 3 Bargaining Agreement.

4 7.3 This informal resolution procedure shall normally be accomplished within
 5 one (1) working day of the incident from which the matter arose. The
 6 immediate supervisor shall verbally notify the employee of his/her decision
 7 within one (1) working day.

8 7.4 If the problem, complaint or situation is not resolved to the employee's
 9 satisfaction and if the problem, complaint or situation involves the
 10 interpretation or application of this Collective Bargaining Agreement, the
 11 employee may utilize the grievance procedure provided for in Article 8 of
 12 this Agreement.

13 7.5 If an employee feels the complaint or situation involves interpretation or
 14 application of this Collective Bargaining Agreement, he/she may bypass
 15 Article 7 and utilize the grievance procedure.

17 **ARTICLE 8**

18 **GRIEVANCE PROCEDURE**

19 8.1 Any employee or the Union on behalf of employees who sign a grievance,
 20 may file a grievance concerning the meaning, application and/or
 21 interpretation of the specific articles of the Agreement and any disciplinary
 22 action as defined in Article 10.3 of the Agreement, when a question of "just
 23 cause" exists resulting from the application of City Transit Department rules
 24 and regulations. The Union may file a grievance on its own behalf claiming
 25 a violation of Article 3. The settlement of a grievance at its lowest possible
 26 step is mutually encouraged by both the City and the Union. Any grievance
 27 filed shall adequately set forth the facts pertaining to the alleged violation
 28 and shall be processed in accordance with the following rules:

29 8.2 Prior to filing a written grievance, an aggrieved employee, with or without
 30 union representation, shall, within five (5) days [see 8.3 (D)], meet with the
 31 appropriate supervisor or manager to discuss his/her complaint or potential

1 grievance in an effort to resolve the complaint. This informal step is for the
2 grievant to fully explain his/her grievance, present the facts, state his/her
3 contentions and clear up any possible misunderstandings in an effort to
4 informally resolve the grievance. If management has not responded within
5 five (5) days from the date of this initial meeting or the decision reached is
6 not acceptable, the employee has five (5) days, from receipt of response, to
7 file a grievance in accordance with Step 1.

8 8.3 Rules for Grievance Processing:

9 It is agreed:

- 10 (A) A grievance must be brought forward within seven (7) days
11 after the occurrence of the event giving rise to the grievance
12 or within seven (7) days after the employee through the use of
13 reasonable diligence, should have obtained knowledge of the
14 occurrence of the event giving rise to the grievance or within
15 seven (7) days after the immediate supervisor's response in
16 the Problem and Complaint Resolution procedure as set forth
17 in Article 7 of this Agreement, but in no event more than thirty
18 (30) days after the occurrence of the event giving rise to the
19 grievance.
- 20 (B) Time limits at any stage of the grievance procedure may be
21 extended by written mutual agreement of the parties involved
22 at that step.
- 23 (C) A grievance not advanced to the higher step within the time
24 limit provided shall be deemed permanently withdrawn and as
25 having been settled on the basis of the decision most recently
26 given. Failure on the part of the Public Employer's
27 representative to answer within the time limit set forth in any
28 step will entitle the employee to proceed to the next step.
- 29 (D) In computing time limits under this Article, Saturdays,
30 Sundays and holidays shall not be counted except where it is
31 specified as calendar days.

- 1 (E) In settlement of any grievance resulting in retroactive
2 adjustment, such adjustment shall be limited to fourteen (14)
3 days prior to the date of the filing of the grievance. Remedies
4 or corrective actions shall not require the employer to violate
5 this Agreement.
- 6 (F) When a grievance is reduced to writing, there shall be set
7 forth in the space provided on the grievance form provided by
8 the Public Employer all of the following:
- 9 1. A complete statement of the grievance and facts upon
10 which it is based;
 - 11 2. The article, or articles, and the specific section or
12 sections of articles within this Agreement the employee
13 claims to have been violated and a statement which
14 completely explains the manner in which the section(s)
15 and/or article(s) have been violated;
 - 16 3. A clear description of the remedy or corrective action
17 requested;
 - 18 4. The signature of the grievant or grievants and the date
19 submitted; and
 - 20 5. The date and time of the alleged events which gave
21 rise to the grievance.
- 22 (G) An employee, upon request, shall be entitled to Union
23 representation in accordance with the provisions of this
24 Agreement at each and every step of the grievance procedure
25 set forth in this Agreement. This shall not be construed as
26 requiring the Union to represent a non-member. The Union
27 President shall be notified of any grievance meeting which
28 involves any bargaining unit employee.
- 29 (H) The cost of any transcript shall be borne solely by the party
30 requesting it.

1 (l) Any grievance may be returned to the grievant for failure to
2 meet the technical requirements as outlined in Section F of
3 this article. The grievant shall have a one-time opportunity to
4 resubmit the grievance within three (3) days of its return to the
5 employee.

6 Step 1. An employee who has a grievance may, with or without
7 Union representation, submit it in writing to the Transit
8 Director, between the hours of 7:00 a.m. to 6:00 p.m.
9 Monday through Thursday. In the event the Transit
10 Director is unavailable, the grievance may be
11 submitted to his/her appointed designee or Staff
12 Specialist. The Transit Director or representative may
13 hold a meeting. Transit Director shall give a written
14 response to the employee and the Union President or
15 designee within ten (10) calendar days after the receipt
16 of the grievance or the date of the meeting, whichever
17 later occurs. The aggrieved employee, upon his
18 request, may be accompanied at the meeting, if one is
19 held, by the Union Steward.

20 Step 2. If the grievance is not settled at Step 1, the aggrieved
21 employee, with or without the Union representative,
22 may submit a written appeal to the City Manager or
23 designee (with copies to RTS, and Human Resources)
24 within five (5) days after the Step 1 answer was
25 received, and it shall be signed by the employee. The
26 appeal shall specify the basis for the appeal as
27 specified in section 8.3 (F). The City Manager or his
28 designee shall hold a meeting within ten (10) calendar
29 days of the receipt of the written appeal. The City
30 Manager or his designee shall give a written response
31 to the employee and the Union within ten (10) calendar

1 days of the meeting or the filing of the appeal,
2 whichever later occurs.

3 8.4 If the grievance is not settled in accordance with the foregoing procedure,
4 the Union may request the grievance be submitted to arbitration by serving
5 written notice of such to the Human Resources Director within twenty (20)
6 calendar days after receipt of the City's response to Step 2. The written
7 notice shall state the facts of the case and list the article(s) and the
8 section(s) of such article(s) of this contract alleged to have been violated. If
9 the grievance is not appealed to arbitration within said twenty (20) calendar
10 days, the City's Step 2 answer shall be final and binding.

11 8.5 Except as otherwise provided herein, within fifteen (15) calendar days after
12 receipt of the notice of request to arbitrate, the Union shall complete a
13 "Request For Arbitration Panel" form and submit it to the City who shall sign
14 and submit it to the Federal Mediation and Conciliation Service (FMCS), the
15 sole function of that body being to assist in the selection of the arbitrator, to
16 furnish a panel of five (5) impartial arbitrators particularly skilled in matters
17 involving local government employee relations. Unless the parties can
18 mutually agree on a concise description of the issue, only the grievance
19 number shall be placed in this space on the panel request. If the Union
20 does not submit a "Request For Arbitration Panel" form to the City within
21 said fifteen (15) days, the City's Step 2 answer shall be final and binding.

22 8.6 Both the City and the Union shall have the right to strike two (2) names from
23 the panel. Within fifteen (15) days after receipt of the list, the Union shall
24 notify the City in writing requesting a date and time to meet and alternately
25 cross out names on the list. Failure of the Union to notify the City in writing
26 within the fifteen (15) days of receipt of the list shall result in the City's Step
27 2 answer being final and binding. In all cases the party requesting
28 arbitration shall cross out the first name. The remaining person shall be the
29 arbitrator. The arbitrator shall be notified of his/her selection within five (5)
30 days by a joint letter from the City and the Union requesting that he/she set
31 a time and place, subject to the availability of the City and Union

1 representatives. A copy of this article shall be included. The letter shall not
2 be sent unless and until the provisions of Section 8.8 are complied with.

3 8.7 The arbitration shall be conducted under the terms of this Agreement. The
4 arbitrator shall have no authority to modify, amend, ignore, add to, subtract
5 from, or otherwise alter or supplement this Agreement or any part thereof or
6 any amendment thereto. The arbitrator shall consider and decide only the
7 specific issue(s) submitted to him/her in writing by the City and the Union
8 and shall have no authority to consider or rule upon any matter which is
9 stated in this Agreement not to be subject to the arbitration, which is not a
10 grievance as defined in Section 8.1, or which is not specifically covered by
11 this Agreement. The arbitrator may not issue declaratory or advisory
12 opinions and shall be confined exclusively to the question which is
13 presented to him/her, which question must be actual and existing. The
14 arbitrator shall have no authority to impose on either the City or the Union
15 any limitation or obligation not specifically provided for under the terms of
16 this Agreement. The arbitrator shall submit, in writing, his/her decision
17 within thirty (30) days of the hearing, provided that the parties may mutually
18 agree in writing to extend said limitation. Consistent with this section, the
19 decision of the arbitrator shall be final and binding.

20 8.8 The expenses and/or fees of the arbitrator shall be borne equally by the
21 parties.

22 8.9 Each party shall be responsible for the expense or expenses of any witness
23 or witnesses it calls.

24 8.10 The cost of any transcript shall be borne solely by the party requesting it.

25 8.11 The parties may agree to have more than one grievance presented to the
26 arbitrator.

27 8.12 Grievances filed by the Union on behalf of all members of the bargaining
28 unit on matters of Transit-wide concern may be filed through the normal
29 grievance procedure.

1 8.13 The Union President or designee shall be paid for time spent at the Second
2 Step Grievance meetings if the meetings are held during his/her regular
3 working hours.

4 5 **ARTICLE 9**

6 **NON-DISCRIMINATION**

7 9.1 Employees of the City shall have the right to form, join and participate in, or
8 to refrain from forming, joining or participating in any employee organization
9 of their own choosing. No employee shall be intimidated, restrained,
10 coerced or discriminated against by either the City or the Union because of
11 the exercise of these rights.

12 9.2 The City and the Union shall apply the provisions of this Agreement equally
13 to all employees without discrimination because of age, sex, race, color,
14 sexual orientation, religion, national origin, political affiliation, disability,
15 marital status, gender identity or membership or non-membership in the
16 Union as required by applicable federal or state law; including any
17 obligations to reasonably accommodate a disability under the Americans
18 with Disabilities Act (ADA). Any grievances concerning this paragraph shall
19 be handled in the grievance procedure only through the second step and
20 shall not be processed through arbitration.

21 22 **ARTICLE 10**

23 **DISCHARGE AND DISCIPLINE**

24 10.1 Employer reserves the right to discipline or discharge any employee for just
25 cause. It is understood by the parties that employees are subject to all
26 applicable rules and regulations of the City and the Transit System.
27 Employer agrees that disciplinary action shall be in a timely fashion and the
28 employee shall be notified of the potential of such disciplinary action within
29 thirty (30) working days of the employer becoming aware of the event giving
30 rise to the discipline, except in cases where immoral or unlawful conduct is
31 involved.

- 1 10.2 Any official written reprimand shall be furnished to the employee outlining
2 the reason for the reprimand. The employee will be requested to sign the
3 statement; however, that signature does not constitute or imply agreement,
4 only acknowledging receipt of the reprimand. If the employee refuses to
5 sign, the refusal shall be noted and placed in the employee's personnel file.
6 The employee shall have the opportunity to respond to the reprimand in
7 writing. This written response shall remain attached to the reprimand
8 maintained within the employee's file. Whenever possible, the City will
9 make every effort to reprimand the employee in a private manner so as to
10 avoid embarrassing the employee.
- 11 10.3 Disciplinary actions involving discharge, demotion, suspension with loss of
12 pay and written instructions and cautionings may be subject to the
13 grievance provisions of the Agreement. Written or verbal warnings are not
14 grievable, provided they are not placed in the employee's official personnel
15 file. Such warnings shall not be considered a "first offense" under City
16 Personnel Policies and Procedures, Policy #E-3, however, such warnings
17 may be used as a basis to substantiate future disciplinary action under
18 Policy #E-3.
- 19 10.4 Any discharged employee who has completed his/her probationary period
20 shall have the right to appeal said discharge directly to the second step of
21 the grievance procedure provided such appeal is made within seven (7)
22 days from the effective date of such action, computed in accordance with
23 Section 8.2(D).
- 24 10.5 Probationary employees on initial hire shall not be subject to the grievance
25 procedure of this Agreement except as provided in Article 23.3.
- 26 10.6 In imposing disciplinary measures by incremental steps based on
27 successive deficiencies in employee performance, on a current charge the
28 Transit Director will not take into consideration prior infractions of the same
29 rule which occurred more than eighteen (18) months previously, except in
30 safety violations substantiated by Personnel Policies and Procedures,

1 Policy Number E-3, and discharge cases which the overall disciplinary
2 record of the employee may be taken into consideration.

3 10.7 An employee shall have the right to review his/her personnel file at
4 reasonable times under proper supervision.

5 10.8 No telephone complaints from the public shall be made part of the
6 employee's personnel record until the employee has had the opportunity to
7 offer his/her defense of such complaint.

8 10.9 If an employee is charged with an offense which involves immoral or
9 unlawful conduct, neither such charge nor any discipline meted out in
10 connection therewith shall be subject to the grievance procedure of this
11 Agreement, unless the grievance in such cases is accompanied by the
12 signed authorization of the employee involved releasing the City and the
13 Union from any liability and authorizing the City to submit any and all
14 information and facts pertaining to the case to whomever they may concern,
15 including the Union President.

16 10.10 All applicable rules and regulations, and discipline meted out in connection
17 therewith, shall be consistently applied and administered for all employees
18 based on sound discretion and a consideration of all the facts involved in
19 each individual situation.

20 10.11 No rule or regulation shall be established which is in conflict with this
21 Agreement.

22 **ARTICLE 11**

23 **DESIGNATED LEAVE SYSTEM**

24
25 11.1 Regular and probationary full-time employees hired prior to 10/01/00 who
26 are covered by this Agreement and have not elected the Paid Time Off
27 (PTO) option shall accrue vacation (annual leave) based on their leave
28 progression date and shall be limited to the following schedule:
29

1

Years of Continuous Service	Rate of Accrual Per Pay Period
1 to 5 years (1 mo. thru 59 mos.)	3 Hrs. 42 Mins
5 to 10 years (60 mos. thru 119 mos.)	4 Hrs. 19 Mins
10 to 20 years (120 mos. thru 239 mos.)	5 Hrs. 14 Mins
20 years or more (240 mos. or more)	6 Hrs. 47 Mins

3

4 Regular part-time employees shall earn vacation (annual leave)
5 proportionate to their work schedule.

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6 11.2

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The maximum number of vacation (annual leave) hours that employees covered by this Agreement are allowed to have, as of the anniversary of their adjusted service date (leave progression date or date of permanent employment with the City, whichever is later), are as follows:

Years of Continuous Service	Maximum Hours	Maximum Bidded Vacation Weeks
1 to 5 years (1 mo. thru 59 mos.)	160	4
5 to 10 years (60 mos. thru 119 mos.)	192	5
10 or more years (120 mos. or more)	240	6

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Employees with vacation (annual leave) balances above the maximum allowed as of the anniversary of their adjusted service date (leave progression date or date of permanent employment with the City, whichever is later) shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date (leave progression date or date of permanent employment, whichever is later) occurs. Any sick leave incentive time awarded will be added to the vacation (annual leave) balance after the maximum hours have been adjusted.

- 1 11.3 Vacation (annual leave) shall continue to accrue during periods of absence
2 in which the employee is in pay status (including that period in which
3 employee is receiving workers' compensation payments from the City).
- 4 11.4 Vacation (annual leave) may be taken with Transit Director or designee
5 approval and use of vacation (annual leave) will be in quantities of not less
6 than one hour, unless otherwise approved by the Transit Director or
7 designee, or a family emergency arises. Other than as provided in Section
8 11.12, scheduling of vacations (annual leave) shall be based upon the
9 availability of manpower at straight time rates as determined by the City and
10 notification for vacation (annual leave) approval must be made at least four
11 (4) calendar days in advance of being taken or as approved by the Transit
12 Director or designee in his/her sole discretion for extenuating
13 circumstances.
- 14 11.5 Should a holiday occur during an employee's vacation (annual leave), that
15 day shall be charged as a holiday.
- 16 11.6 Employees shall not be paid for vacation (annual leave) earned in lieu of
17 taking a vacation (annual leave). The only time employees may be paid for
18 accrued vacation (annual leave) is upon termination.
- 19 11.7 Vacation (annual leave) shall not be granted in advance of being earned. If
20 an employee has insufficient vacation (annual leave) credit to cover a
21 vacation (annual leave), the employee shall be in a no pay status.
- 22 11.8 Employees who are transferred from one department to another shall have
23 their vacation (annual leave) credits transferred with them.
- 24 11.9 Upon termination of employment, the employee shall be entitled to
25 compensation for any earned but unused vacation (annual leave) to his/her
26 credit at the time of termination at the employee's normal straight time rate
27 of pay as set forth in the salary schedule – Exhibit A. This does not apply to
28 employees on their initial probation. The employee's official termination
29 date shall be the last day of active employment, and shall not be extended
30 due to payment for unused vacation (annual leave) time.

- 1 11.10 If an employee is called back to work during his vacation (annual leave)
2 period, the employee shall be allowed to reschedule, with special
3 consideration, any vacation (annual leave) time lost as a result of the call
4 back.
- 5 11.11 In the event of the death of an employee, all compensation due to the
6 employee as of the effective date of death shall be paid to the beneficiary,
7 surviving spouse, or to the estate of the employee as determined by law or
8 by executed forms in his/her personnel folder.
- 9 11.12 Selection of Vacations (annual leave): Schedules of the available vacation
10 (annual leave) periods for the next calendar year, up to fifty (50) weeks of
11 each year, will be posted by November 15th of the preceding year. The
12 initial bidding of vacation (annual leave) periods must be completed by
13 December 31st of the preceding year. Thereafter, provided additional
14 vacation periods remain or become available, bidding may take place
15 during the next normal run bidding. Vacations (annual leave) will be bid in
16 each classification by seniority and the number of employees permitted to
17 take vacation (annual leave) at any one time will be based upon operational
18 considerations. For a given calendar year, employees shall be limited to
19 selecting no more vacation weeks than is indicated in 11.2 above.
- 20 Vacation (annual leave) periods once bid cannot be changed or exchanged
21 by the City unless the Transit Director or his/her designee reasonably
22 requires such because of operational requirements beyond the
23 Department's control. An employee may request to change or exchange
24 bidded vacation (annual leave) time, provided such request, if granted, does
25 not unduly inconvenience the City and operational considerations permit the
26 granting of such requests. Such requests to change or exchange bidded
27 vacation (annual leave) time shall be considered in the order in which they
28 are submitted in writing to the Transit Director or designee.
- 29 Seniority is an employee's length of continuous service with the City's
30 Transit Department.

1 Bid vacation (annual leave) shall be in increments of one (1) workweek or
2 more. Non-bid vacation (annual leave) shall not exceed three (3) work days
3 unless otherwise approved by the Transit Director.

4 SICK LEAVE

5 11.13 Regular and probationary full-time employees hired prior to 10/1/00 who are
6 covered by this agreement and have not elected the Paid Time Off (PTO)
7 option shall accrue sick leave based on their leave progression date and
8 shall be limited to the following schedule:

- 9 A. Employees will earn sick leave at the rate of forty-eight (48) hours
10 annually until their second anniversary. After two (2) years of
11 service, employees will earn sick leave at the rate of seventy-two
12 (72) hours annually, and after four (4) years of service, ninety-six
13 (96) hours annually. Sick leave shall be accrued on a monthly basis
14 in increments of four (4) hours, six (6) hours, or eight (8) hours per
15 month, as applicable, dependent upon length of service as set forth
16 above.
- 17 B. Regular part-time employees shall earn sick leave of one-half ($\frac{1}{2}$) the
18 amount as set forth in Section 11.13(A), except that regular part-time
19 employees who work at least thirty-five (35) hours per week shall
20 accrue full sick leave benefits.

21 11.14 Sick leave will be granted and paid at the employee's regular straight time
22 hourly rate upon approval of the Transit Director, or his/her designee for the
23 following reasons:

24 A. For absence due to personal illness, injury or temporary disability
25 (doctor's statement required for temporary disability indicating
26 approximate length of absence due to disability).

27 B. For personal medical and dental appointments.

28 Provided that when sick leave is used for the above where the
29 employee is not incapacitated, he/she shall return to duty upon
30 completion of the appointment as determined by the employee's

1 attending physician. In an incident of such sickness, a doctor's
2 statement may be required.

3 C. For absence due to a compensable injury arising out of the course of
4 City employment (employee may request the Transit Director, or
5 his/her designee, to allow him/her to remain on full pay for the period
6 which can be covered by sick leave balance when prorated with the
7 amount being paid by compensation).

8 D. An employee may use up to a maximum of 480 hours of the
9 employee's accrued sick leave, for illness of a member of the
10 employee's immediate family (defined as spouse, registered
11 domestic partner, dependent child[ren], mother or father) living in the
12 same domicile, in the year between their leave progression dates.
13 For the purpose of this article, dependent children are defined as the
14 employee's unmarried, natural, adopted, or step-child[ren], or a child
15 for whom the employee has been appointed legal guardian, or the
16 natural or adopted child[ren] of the employee's current registered
17 domestic partner, who are under the age of nineteen (19) and
18 dependent upon the employee for over half of his/her support.
19 Management may require confirmation of the illness from the
20 employee by furnishing a doctor's certificate, or any other means
21 deemed appropriate.

22 11.15 A. All employees are required to notify the designated supervisor as
23 early as possible (no later than forty-five (45) minutes prior to a shift
24 beginning before 12:00 noon and two (2) hours prior to a shift
25 beginning on or after 12:00 noon) when he/she is unable to report for
26 work because of illness or injury, giving reason for absence.
27 Employees failing to comply with this provision shall not be allowed
28 to charge their absence to sick leave unless waived by the Transit
29 Director. Operators must notify the appropriate supervisor of their
30 intent to return to work after any absence due to illness, by 12:00
31 p.m. the day before their return to work. Failure to provide such

1 notice may result in the employee being refused work. Sick leave
2 will not be granted for any sickness, injury or disability arising from a
3 felonious act on the part of employee. Sick leave will be charged
4 only against any employee's regular workday and shall not be
5 charged for absences on overtime or stand-by time. It shall be the
6 mutual obligation of the City and the Union to cooperate with each
7 other to prevent abuse of sick leave.

8 B. When a diagnosis and verification of illness or injury is required, the
9 following shall apply: The doctor's statement will be turned in to
10 Employee Health Services before the employee returns to work,
11 which statement shall detail the employee's illness, the treatment
12 made and any restrictions on the employee's ability to perform all the
13 duties normally assigned to the employee's classification. Failure to
14 provide such a statement, or refusal by the employee's doctor to
15 allow the City to verify the statement, if such is requested, shall
16 preclude the use of sick leave and the employee returning to work.
17 Expenses of a doctor resulting from the verification of illness or injury
18 shall be the responsibility of the employee except if he/she is
19 required to obtain such from a doctor selected by the City.
20 Excessive absenteeism due to illness or injury may result in
21 discipline being imposed.

22 C. If the appropriate supervisor determines from personal observation
23 that an employee reporting to duty is too sick to work, he/she may be
24 required to report to the City's doctor or nurse to determine whether
25 the employee is fit to work.

26 D. In all cases where an employee is required to report to the City's
27 doctor to obtain a written statement of diagnosis verifying illness or
28 injury, the failure by the doctor to substantiate the employee's claim
29 of illness or injury will preclude use of sick leave. In all cases where
30 the employee is required to report to Employee Health Services,
31 failure to do so will preclude the use of sick leave.

- 1 11.16 An employee absent for three (3) or more consecutive workdays shall be
2 required to report to Employee Health Services prior to returning to work to
3 verify that the employee is fit to work. An employee shall remain in sick
4 leave status until he/she is released by Employee Health Services and
5 reports to his/her work site. This provision may be waived temporarily by
6 Management for employees returning to work anytime that Employee
7 Health Services is not open, **except in cases of injury in which this**
8 **provision shall apply.** Such absence shall require a doctor's written
9 statement of diagnosis verifying illness or injury which will be turned in to
10 Employee Health Services, or a similar statement from the City's
11 Occupational Health Nurse which will be turned in to the appropriate
12 supervisor, or sick leave will not be allowed. A doctor's written statement of
13 diagnosis verifying illness or injury of less than three (3) consecutive days
14 shall be required by the City in cases of frequent use of sick leave or when
15 the pattern of sick leave usage indicates potential abuse of sick leave
16 privileges. If this doctor's statement is to be required on a continual basis,
17 the employee shall be so notified, in writing, prior to the imposition of such
18 requirement. The duration of each such requirement shall not exceed one
19 (1) year. A copy of such notice shall be placed in the employee's master
20 personnel file. The employee may be required by the Transit Director, or
21 his/her designee, to obtain a written statement of diagnosis verifying illness
22 or injury from the City's doctors prior to returning to work. Expenses of
23 obtaining a statement from the City's doctor shall be borne by the City.
24 Expenses of a doctor other than the City's doctor, if any, resulting from
25 verification of illness or injury, shall be the responsibility of the employee.
- 26 11.17 Sick leave may not be charged in increments of less than one (1) hour
27 without prior approval by the Transit Director or his/her designee. Sick
28 leave shall not be granted in advance of being earned. When an employee
29 has insufficient sick leave credit to cover a period of absence, vacation
30 (annual leave) will be used and, if none is available, the employee shall be
31 in a no pay status.

1 11.18 Should a holiday occur during an employee's sickness, the sick day shall be
2 charged as a holiday.

3 11.19 Sick leave shall accrue during a period of absence on which the employee
4 is in pay status.

5 11.20 Employees who are transferred from one department to another shall have
6 their sick leave credits transferred with them.

7 11.21 The sick leave incentive award will be given by the City to employees who
8 use little or no sick leave during a period of one (1) year. Eligibility for the
9 incentive award shall be based on:

- 10 1. Date of hire or adjusted service date (leave progression date).
- 11 2. The amount of sick leave, or vacation (annual leave) in lieu of sick
12 leave, used in previous year of service that was not FMLA qualified.

13 11.22 The incentive award will be credited to an employee's accrued vacation
14 (annual leave) and may be used as set forth in Article 11. The incentive
15 award is computed on the following basis for each year of eligibility.

Sick Leave, or Vacation in Lieu of Sick Leave, Used	Work Hours Awarded
2 hrs or less	32
More than 2 thru 10	24
More than 10 thru 20	16
More than 20	None

17 **ARTICLE 12**

18 **PAID TIME OFF LEAVE (PTO) SYSTEM**

19 12.1 All regular and probationary full-time and part-time employees covered by
20 this agreement hired on or after 10/1/2000 or who enter the Deferred
21 Retirement Option Program (DRO) on or after 10/1/06, are automatically
22 covered by this article. In addition, any regular or probationary full-time
23 and part-time employee hired prior to 10/1/2000 and any employee
24 currently in the DRO who make a one-time irrevocable election to select
25 this leave system is also covered by this article rather than Article 11.

26 12.2 Paid Time Off (PTO) is a single leave bank system that combines earned
27 vacation time (annual leave), earned sick time and optional holidays. This
28

1 system does not include City-designated holidays; nor does it include any
2 event-based leave which may be additionally authorized based on the
3 occurrence of specific events.

4 12.3 Transition Plan for Employees Hired Prior to October 1, 2000 who elect to
5 move to the PTO System and for any employee who enters the DROP on
6 or after October 1, 2006:

7 A. An employee hired prior to October 1, 2000, may elect at any time
8 to move to the PTO System at the beginning of any pay period.

9 B. Any employee who enters the DROP on or after October 1, 2006,
10 is automatically moved to the PTO System if he/she is not already
11 enrolled in the PTO System.

12 C. If an employee elects to move to the PTO System or enters the
13 DROP on or after October 1, 2006, the following conditions will
14 apply:

15 1. No transfer back to the "old plan" (Sick/Vacation) will be
16 permitted.

17 2. No loss of accrued leave will occur, meaning that all unused
18 accrued sick leave will be transferred to the employee's
19 Personal Critical Leave Bank (PCLB) account and all
20 unused accrued vacation (annual leave) will be transferred
21 to the employee's Paid Time Off (PTO) account.

22 3. At the employee's first anniversary date (leave progression
23 date) after election/transfer, he/she will be eligible to select
24 any options available under the PTO System provided the
25 PCLB requirements are met.

26 4. The PCLB requirements of the PTO System will prevail
27 beginning the date of election/transfer.

1 12.4 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

15

16 12.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible
 17 employee deems necessary. PTO shall be taken in increments of not less
 18 than one (1) hour. Accrued time can be used as soon as it is accrued, but
 19 in no event can it be taken prior to actual accrual.

20 12.6 Selection of Vacations:

21 Schedules of the available vacation periods for the next calendar year, up
 22 to fifty (50) weeks each year, will be posted by November 15th of the
 23 preceding year. The initial bidding of vacation periods must be completed
 24 by December 31st of the preceding year. Thereafter, provided additional
 25 vacation periods remain or become available, bidding may take place
 26 during the next normal run bidding. Vacations will be bid in each
 27 classification by seniority and the number of employees permitted to take
 28 vacation at any one time will be based upon operational considerations.
 29 For a given calendar year, employees shall be limited to selecting no more
 30 vacation weeks than is indicated in 12.10 below.

31 Vacation periods once bid cannot be changed or exchanged by the City
 32 unless the Transit Director reasonably requires such because of
 33 operational requirements beyond the Department's control. An employee
 34 may request to change or exchange bidded vacation time, provided such

1 request, if granted, does not unduly inconvenience the City and
2 operational considerations permit the granting of such request. Such
3 requests to change or exchange bidded vacation time shall be considered
4 in the order in which they are submitted in writing to the Transit Director or
5 designee.

6 Seniority is an employee's length of continuous service with the City's
7 Transit Department.

8 Bid vacation shall be in increments of one (1) work week or more. Non-
9 bid vacation shall not exceed three (3) work days unless otherwise
10 approved by the Transit Director.

11 12.7 The first sixteen hours of any absence will be deducted from the
12 employee's PTO leave account except as otherwise provided in Article 20,
13 (Workers' Compensation), or Article 21 (Leave of Absence With or
14 Without Pay). Absences that do not meet the advance notice
15 requirements of the department will be considered unscheduled leave. If
16 an employee does not have sufficient accrued unused PTO to cover the
17 period of absence the employee will be put on leave without pay for the
18 first sixteen (16) hours or that portion thereof.

19 12.8 A. Whenever unscheduled leave is taken, employees will be required
20 to notify their supervisor. Generally, an employee will be allowed to
21 take up to five (5) occurrences of unscheduled leave in a one-year
22 period. After five (5) occurrences, the Transit Director may require
23 certification/documentation of absence. All employees are required
24 to notify the appropriate supervisor as early as possible (no later
25 than forty-five (45) minutes prior to a shift beginning before 12:00
26 noon and two (2) hours prior to a shift beginning on or after 12:00
27 noon) when he/she is unable to report for work. Employees failing
28 to comply with this provision may not be allowed to charge their
29 absence to PTO or PCLB and shall preclude the employee
30 returning to work. Operators must notify the appropriate supervisor
31 of their intent to return to work after any unscheduled absence, by

1 12:00 p.m. the day before their return to work. Failure to provide
2 such notice may result in the employee being refused work. A
3 doctor's written statement of diagnosis verifying illness or injury
4 shall be required by the City to be turned into Employee Health
5 Services prior to returning to work in cases of frequent use of
6 unscheduled leave or when the pattern of unscheduled usage
7 indicates potential abuse of leave privileges. If this doctor's
8 statement is to be required on a continual basis, the employee shall
9 be so notified, in writing, prior to the imposition of such
10 requirement. The duration of each such requirement shall not
11 exceed one (1) year. A copy of such notice shall be placed in the
12 employee's master personnel file. The employee may be required
13 by the Department Head, or his/her designee, to obtain a written
14 statement of diagnosis verifying illness or injury from the City's
15 doctors prior to returning to work. Failure to provide such a
16 statement shall preclude the use of PTO or PCLB and returning to
17 work. Excessive unscheduled leave usage may result in
18 disciplinary action in accordance with City policy. Expenses of
19 obtaining a statement from the City's doctor shall be borne by the
20 City. Expenses of a doctor other than the City's doctor, if any,
21 resulting from verification of illness or injury, shall be the
22 responsibility of the employee.

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

1 12.9 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 12.10 Maximum Accrual (Carryover Cap):

5 Carryover of accrued PTO is permitted as follows:

Years of Continuous Service	Carryover Permitted	Maximum Bidded Vacation Weeks
0 to 5 years (1 mo. thru 59 mos.)	160 Hours	4
5 to 10 years (60 mos. thru 119 mos.)	200 Hours	5
10 to 15 years (120 mos. thru 179 mos.)	224 Hours	6
15 to 20 years (180 mos. thru 239 mos.)	240 Hours	6
20 to 25 years (240 mos. thru 299 mos.)	272 Hours	7
25 years or more (300 mos. or more)	280 Hours	7

6
 7 The maximum accrual shall be calculated as of the employee's
 8 anniversary date (leave progression date). All hours over the PTO accrual
 9 cap must be either used or allocated to the options outlined below at the
 10 employee's anniversary date (leave progression date) each year, except
 11 that, if an employee has less than 240 hours in a PCLB on his/her
 12 anniversary date (leave progression date), he/she must first deposit the
 13 appropriate amount of time in the PCLB to meet the minimum
 14 requirement.

15 12.11 Upon separation from the City, an employee shall be paid for accrued
 16 unused PTO leave credits up to the maximum carryover cap as listed
 17 above. Unused PTO leave credits paid at termination shall not be
 18 included in the calculation of final average earnings for pension purposes.

19 12.12 Personal Critical Leave Bank (PCLB):

20 It is recommended that the employee establish a PCLB, on his/her leave
 21 progression date, by depositing some number of hours of his/her PTO into
 22 the PCLB. The PCLB is used for the seventeenth (17) consecutive hour

1 and beyond of absence due to any injury/illness of the employee or the
 2 employee's immediate family (defined as spouse, dependent child[ren],
 3 mother, father, or registered domestic partner) requiring the employee to
 4 be absent and may require documentation by a certified physician,
 5 hospital or Employee Health Services as determined by his/her
 6 Manager/designee. For the purpose of this article, dependent children are
 7 defined as the employee's unmarried, natural, adopted, or step-child[ren],
 8 or a child for whom the employee has been appointed legal guardian, or
 9 the natural or adopted child[ren] of the employee's current registered
 10 domestic partner, who are under the age of nineteen (19) and dependent
 11 upon the employee for over half his/her support.

12 12.13 Employees may use a maximum of 464 hours of PCLB for family-related
 13 illness in the year between their leave progression dates. If an employee
 14 does not have sufficient PCLB to cover the absences, the employee's
 15 time will be charged to PTO prior to entering a "no pay" status.

16 12.14 A. Any unused PCLB credits earned on or before September 30, 2012
 17 shall be credited as additional service credit for determining pension
 18 benefits. No cash payment for unused PCLB hours will be allowed at
 19 retirement, resignation or termination.

20 B. For service earned on or after October 1, 2012, no additional
 21 months of service shall be credited for unused PCLB credits earned on or
 22 after October 1, 2012. In calculating credited service on or after October
 23 1, 2012, the lesser number of months between the additional months of
 24 service credited for unused PCLB credits earned on or before September
 25 30, 2012 and the months of unused PCLB credits available to a member
 26 at the time of his or her retirement shall be used.

27 12.15 There is unlimited accumulation of time in the PCLB.

28 12.16 An employee may transfer any number of PTO leave hours (in one hour
 29 increments) to a PCLB account at any time and may enroll in recurring
 30 contributions (on a bi-weekly basis) during Open Enrollment each year.

31 12.17 A. In addition, provided the employee has accumulated 240 hours in a

1 PCLB at their leave progression date, the employee will be
2 permitted to convert up to forty (40) hours of PTO to cash on
3 his/her anniversary date (leave progression date) to be paid via
4 payroll check. Hours converted to cash will not be included in the
5 pension base nor used for final average earnings calculations.

6 B. After initially using the conversion to cash option or any portion
7 thereof, the employee may request to convert up to forty (40)
8 additional hours of PTO to cash on a subsequent leave progression
9 date, provided he/she has at least 240 hours in the PCLB at their
10 leave progression date. In addition, the employee (except DROP
11 participants) must demonstrate that during the past twelve-month
12 period he/she has put at least 1% of his/her base pay into a City-
13 sponsored deferred compensation account. (The 1% contributions
14 requirement does not apply to DROP participants.)

15 C. In order to use the conversion to cash option, the employee must
16 submit a written request to the timekeeper on the form provided at
17 least fourteen (14) calendar days in advance of his/her leave
18 progression date. Failure to do so will result in the revocation of
19 the conversion to cash option for that leave progression year.

20 12.18 Should an employee have more than the allowable carryover cap on
21 his/her anniversary date (leave progression date) and fail to choose one
22 of the above options, the number of hours over the allowable carryover
23 cap will automatically default into the employee's PCLB. The only option
24 available to an employee who has more than the allowable carryover cap
25 on his/her anniversary date (leave progression date), but less than 240
26 hours in their PCLB, is to deposit excess hours first into the PCLB to meet
27 the 240-hour requirement.

28 12.19 Donations to other employees:

29 An employee may donate time from accrued PTO leave credits to another
30 employee for whom a leave donation fund has been established in
31 accordance with City policy. This option does not necessarily have to

1 occur at the employee’s anniversary date (leave progression date), but
2 rather whenever an eligible leave bank is established. No minimum PCLB
3 balance is required for donations of PTO to a leave donation bank.

4
5 **ARTICLE 13**

6 **HOLIDAYS**

7 13.1 The City observes the following paid holidays, but reserves the right to
8 schedule work on these days. The day on which the holiday is observed by
9 the City shall be considered to be the paid holiday. Regular and
10 probationary full-time employees covered by this Agreement are entitled to
11 the paid holidays listed below. Regular part-time employees shall earn
12 holiday leave based on Section 13.2:

- 13 New Year's DayObservance Date
- 14
- 15 Martin Luther King, Jr.'s Birthday.....Observance Date
- 16
- 17 Memorial Day..... Last Monday in May
- 18
- 19
- 20 Independence DayObservance Date
- 21
- 22 Labor DayFirst Monday in September
- 23 Veterans' DayObservance Date
- 24
- 25 Thanksgiving DayFourth Thursday in November
- 26
- 27 Day After Thanksgiving.....Friday after Thanksgiving
- 28
- 29 Christmas DayObservance Date
- 30
- 31 Christmas EveObservance Date
- 32

33 13.2 Regular part-time employees who do not work on the holiday are entitled to
34 four (4) hours holiday pay for each holiday provided they were in a pay
35 status or on call/stand-by for a full day on his/her assigned workdays
36 immediately before and after the day on which the holiday is observed.
37 Regular part-time employees working thirty-five (35) or more hours in the
38 week that the holiday falls within shall be entitled to eight (8) hours holiday

- 1 pay if in a pay status for a full day on his/her assigned workdays
2 immediately before and after the day on which the holiday is observed.
- 3 13.3 To be eligible for a paid holiday, an employee must be in a pay status for a
4 full day on his/her assigned workday immediately before and after the day
5 on which the holiday is observed. Employees who report late for work on
6 the day before or after a holiday may use their accrued PTOU or Vacation
7 Leave (unscheduled), if available, and will lose double the time they were
8 late from their holiday pay. These requirements may be waived by the
9 Transit Director or designee (in his/her sole discretion) in cases of late
10 reports or situations of extenuating circumstances. However, time will still
11 be charged to Leave Without Pay (LWOP) if no leave time is available.
- 12 13.4 Whenever an observed holiday occurs on an employee's scheduled day off
13 and the employee does not work thereon, the employee shall receive eight
14 (8) hours at their straight time hourly rate of pay for the holiday. Part-time
15 employees are handled in accordance with Section 13.2.
- 16 13.5 Work on a holiday falling on an employee's regularly scheduled workday
17 shall be paid for the hours worked at the straight time hourly rate of pay. In
18 addition, the employee shall be entitled to holiday pay that is equal to
19 his/her regular bidded run for the day the holiday is observed.
- 20 13.6 Should an employee be required to work on a holiday falling on his/her day
21 off, the employee shall be paid for the hours worked plus eight (8) hours at
22 the straight time hourly rate of pay for the holiday. Part-time employees are
23 handled in accordance with Section 13.2.
- 24 13.7 Failure to report for work on a holiday after having been scheduled or
25 requested to work on such holiday, shall be just cause for denial of holiday
26 pay.
- 27 13.8 Should a holiday occur during an employee's sickness, the sick day shall be
28 charged as a holiday.
29

ARTICLE 14

HOURS OF WORK AND OVERTIME PAYMENT

14.1 The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee. Departmental Management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community. Except where an emergency situation exists, before the City changes its policy involving the basic workweek and hours of work, where such policy change amounts to a significant deviation from past practice, the City will notify the Union and offer the Union an opportunity to discuss the proposed change.

14.2 A. The workweek shall consist of four (4) or five (5) days within a period of seven (7) consecutive days for all employees except for part-time employees who may be assigned work according to the needs of the Department.

B. The normal workweek for office clerical and maintenance shall consist of forty (40) hours per week. The normal workday shall consist of eight (8) or ten (10) hour shifts as near as possible, exclusive of the lunch period, within a twenty-four (24) hour period.

C. Regular Transit Operators who work a regular bidded run shall be paid at least forty (40) hours of pay for such workweek provided they fulfill all required work assignments during the entire workweek.

D. All operators whose routes are affected by campus breaks and who make themselves available to work open work during campus breaks shall be paid at least forty (40) hours of pay for such workweek. In no event shall bidded overtime be paid for time not actually worked. These operators shall indicate their availability by calling the Control

- 1 Center recorded line by 12:00 p.m. requesting a work assignment for
2 the following day.
- 3 E. Open work that can be scheduled the previous day shall be assigned
4 whenever possible at straight time to standby operators who have
5 not accrued forty (40) hours before being assigned as overtime in
6 accordance with section 14.5. The City agrees to provide the Union
7 with a copy of the "RTS Summary of Hours Worked and Hours of
8 Leave" report on a bi-weekly basis.
- 9 14.3 All authorized and approved work performed or hours earned as set forth in
10 Section 14.4 by an employee in a classification eligible for overtime, in
11 excess of forty (40) hours in any one workweek, shall be paid at the
12 overtime rate of one and one-half (1½) times the employee's hourly rate of
13 pay as set forth in Exhibit A.
- 14 14.4 Holidays and Paid Time Off Scheduled (PTOS) shall count as hours worked
15 for the purpose of computing overtime. Vacations (Annual Leave), sick
16 leave, PCLB, PTO unscheduled (PTOU) and injury leave (Workers'
17 Compensation) shall not count for the purpose of computing overtime.
- 18 14.5 A. Opportunities to perform open work assignments will be distributed
19 among employees in accordance with seniority ranking by
20 classification.
- 21 B. The distribution of open work assignments will be paid at a straight
22 time rate of pay first, in the following order of classification:
- 23 1. Regular Full-time Operators
24 2. Regular Standby Operators
25 3. Regular Part-time Operators
26 4. Temporary Standby Operators
- 27 C. Once open work assignments, to the extent possible, have been
28 distributed at straight time rates, the remaining work will be
29 distributed on an overtime basis.
- 30 D. In order to be eligible for overtime, operators must have previously
31 signed the overtime request log located in the dispatch office. This

1 log will be available for drivers to sign up for overtime until 12:00
2 p.m. on the day preceding the open work assignment. Once an
3 operator signs the overtime request log, he/she may remove
4 his/her name only until 12:00 p.m. on the day preceding the open
5 work assignment. **NO ONE EXCEPT THE OPERATOR MAY SIGN
6 OR REMOVE HIS/HER NAME FROM THE OVERTIME REQUEST
7 LOG, EXCEPT IN THE CASE OF AN EMERGENCY WHERE THE
8 SUPERVISOR MAY REMOVE THE OPERATOR'S NAME, IF
9 ASKED TO DO SO BY THE OPERATOR.** If the operator's name
10 remains on the log after that time, he/she is obligated to perform
11 the open work overtime assignment, if called. Refusal to work the
12 overtime assignment will result in disciplinary action as described in
13 City Policy.

- 14 E. The schedule will be posted by 4:00 p.m. daily for the next work
15 day assignment; with the Monday list being posted on the
16 preceding Friday. Operators on the overtime list will be assigned
17 overtime in order of seniority, with the most senior operator who is
18 available to fill the **entire** open work assignment being assigned
19 first. **Operators who are not working the day prior to the day
20 they have signed to work overtime, must check the overtime
21 board or call the CONTROL CENTER to find out whether or not
22 they have been assigned overtime work. An operator who has
23 been assigned overtime work and fails to show up at the
24 scheduled work time, is considered to have refused the
25 overtime assignment.**

26 **Note:** A senior employee who has signed up for and been called to
27 work overtime, must work the overtime and may not refuse/decline
28 it even if employees with less seniority remain on the overtime list
29 below him/her.

- 30 F. Operators will sign up for overtime based on assignment
31 preference, i.e., designate whether he/she wants morning,

1 afternoon, special event or ANY overtime assignment. The
2 operator may also specify particular available hours of the day if
3 he/she is only available during specific time periods. The actual
4 hours available will be entered in the column labeled "Anytime or
5 Hours Available" rather than the check mark (√) or an "X" used for
6 anytime availability. The sign-up sheets will contain the date and
7 day of the week, as well as spaces for employee names and
8 designating preferences. (See example of Overtime Sign-up Form
9 below)
10

1 **EXAMPLE OF OVERTIME SIGN-UP FORM:**

2
3
4
5

Overtime Sign-up Form 10/03					
10/02/00					
Monday					
Employee Name	Employee Number	Anytime or Hours Available	AM Only	PM Only	Special Events

6

7 **NOTE: Only the operator may sign or remove his/her name from this list,**

8 **except in an emergency, when a supervisor may remove the name at the**

9 **operator's request. Refusal to work overtime after putting name on list**

10 **may result in disciplinary action.**

11

1 The employee will personally print his/her name in the appropriate
2 column and then indicate with a check mark (√) or an "X", his/her
3 preference for overtime assignments, e.g., a.m. only, p.m. only,
4 anytime, etc. The exception shall be an entry of actual hours in the
5 "Anytime or Hours Available" column when the operator is only
6 available for a specific time period.

7 G. Overtime will be assigned in accordance with Article A of this
8 section. Specific runs will be assigned by Departmental
9 Management with the following priority: The senior-most operator
10 will be assigned to the piece of open work with the greatest number
11 of pay hours within the requested time period (AM, PM, etc.) that
12 he/she is available to work, the next senior operator will be
13 assigned to the next piece of open work with the greatest number
14 of hours he/she has requested to work (AM, PM, etc.) that he/she
15 is available to work, etc. with the least senior operator being
16 assigned the work with the least number of pay hours. This
17 process will continue until all open work assignments are filled on a
18 rotating basis by seniority. For next day assignments, open work
19 will be assigned to the most senior employee on the overtime list
20 who did not obtain a work assignment or was not given the
21 opportunity to work the previous day.

22 **Note:** Employees will need to sign the overtime sheet on a daily
23 basis in order to be considered for overtime assignments.

24 H. In the event there are more overtime assignments than operators
25 on the overtime list, the City retains the right to assign overtime
26 work. All such overtime will be assigned in the inverse order of
27 seniority beginning with the junior-most temporary standby operator
28 and then regular operators with bidded runs who are available to fill
29 the entire piece of work.

30 **Note:** The employee performing the dispatch function will log all
31 overtime call attempts. His/her log will be used as the official

- 1 document in resolving disputes over who was or was not called for
2 overtime. This log will contain the name of the operator called, the
3 date and time of the call as well as the initials of the person making
4 the call.
- 5 I. Any operator assigned overtime by Departmental Management,
6 who refuses to perform the work assigned, will be subject to
7 disciplinary action.
- 8 J. Managerial employees, other than in emergency situations or for
9 purposes of training or education, shall not be called on to perform
10 bargaining unit functions.
- 11 K. Either party may reopen this article once during the life of this
12 agreement with thirty (30) days written notice to the other party.
- 13 14.6 There shall be no duplication or pyramiding in the computation of overtime
14 or other premium wages and nothing in this Agreement shall be construed
15 to require the payment of overtime or other premium pay more than once
16 for the same hours worked or to pay overtime or other premium pay where
17 such work can be covered by straight time hours.
- 18 14.7 Employees shall not be required to take time off or change their day off on
19 their regular bid assignment in order that payment of overtime may be
20 avoided.
- 21 14.8 When an employee in a position eligible for overtime, after departing from
22 his/her regularly scheduled shift, is officially ordered to and does report
23 back to work, he/she shall receive compensation for a minimum of two (2)
24 hours at the applicable rate. The minimum time provided herein does not
25 apply if an early call-in period extends into the start of the employee's
26 regular work period. If an employee is dispatched to more than one (1) job
27 before the end of the basic two (2) hour period, no extra time will be
28 allowed.
- 29 14.9 All overtime shall be authorized by the Department Head or a subordinate, if
30 such authority has been specifically delegated to him/her.

1 14.10 In all instances, employees required to work past a fourteen (14) hour
 2 spread shall receive time and a half (1½) overtime pay for all time
 3 exceeding the fourteen (14)-hour period starting from the first report time in
 4 a twenty-four (24) hour period unless an interval of eight (8) or more hours
 5 occurs between assignments. Except as provided under Article 5.3, the
 6 City does not retain the right to require overtime work in excess of fourteen
 7 (14) hours per day within a twenty-four (24) hour period.

8 **ARTICLE 15**

9 **BEREAVEMENT LEAVE**

10
 11 15.1 In the event of death in an employee's immediate family, he/she shall be
 12 granted bereavement leave with pay by the employee's Department Head
 13 for three (3) working days. Bereavement leave must be taken within five (5)
 14 calendar days of the death and/or funeral/memorial service of the
 15 employee's immediate family. The employee shall be required to furnish to
 16 Management such information as may be requested to properly administer
 17 this Article. Leave granted in the event of death of a relative other than
 18 those in the immediate family shall be charged as vacation (annual leave)
 19 or PTO.

20 15.2 For the purpose of this Article, the following relationships shall be
 21 considered immediate family: father, mother, foster parent, brother, sister,
 22 spouse, current certified or registered domestic partner, son, daughter,
 23 natural or adopted children of current certified or registered domestic
 24 partner, current father-in-law, father of current certified or registered
 25 domestic partner, current mother-in-law, mother of current certified or
 26 registered domestic partner, current stepmother and current stepfather,
 27 current certified or registered domestic partner of employee's natural
 28 mother or father, natural grandfather and natural grandmother,
 29 grandchildren, and children holding the following relationships with the
 30 employee, employee's spouse, or the employee's current certified or

1 registered domestic partner: natural, adopted, or stepchild(ren), or a child
 2 for whom the person has been appointed legal guardian or legal custodian.

3 15.3 Employees taking bereavement leave shall be compensated at their straight
 4 time hourly rate of pay as set forth in Exhibit A (pay plan) for the time off
 5 work.

6 **ARTICLE 16**

7 **JURY DUTY**

8
 9 16.1 Any employee covered by this Agreement who is required to perform jury
 10 service during his/her normal working hours in a City, County, or Federal
 11 court shall be paid his/her regular straight time hourly rate for the period of
 12 such service. Employees receiving a summons for jury duty must notify
 13 their immediate supervisor promptly or as soon as possible after receiving
 14 such notice. Any employee failing to make such notification will not be paid
 15 for the period of said absence. A Request for Leave form must be
 16 completed by the employee with a copy of the court summons attached and
 17 must be approved by the Department Head or appropriate authority prior to
 18 payment for such time off.

19 16.2 Any employee covered by this Agreement who is required to appear in a
 20 court of law during his/her normal working hours in response to a legally
 21 valid subpoena shall be paid his/her regular straight time hourly rate for
 22 those hours absent from work; provided that either the employee is required
 23 to testify on behalf of the City, or, that the City be a party to the case and
 24 the employee is required to testify because of conduct arising out of and in
 25 the course of his/her employment with the City while actually on duty; and
 26 provided further, that in no other case shall employees covered by this
 27 Agreement be paid by the City including any case where the Union or the
 28 employee is a party to the case directly or as a member of a class.
 29 Employees receiving such subpoena must notify their immediate supervisor
 30 promptly and submit evidence of such service as a witness. Any witness
 31 fee which the employee receives shall be endorsed and promptly

1 transmitted by the employee to his appropriate supervisor for forwarding to
2 the Finance Department.

3 16.3 An employee who is excused from jury duty or from appearance as a
4 witness during his/her normal working hours must report to his/her
5 supervisor to determine if he/she will be required to work the remainder of
6 his/her normal work schedule.

7 16.4 In the event an employee is on Jury Duty, his/her work schedule may be
8 altered so as to accommodate the jury duty scheduling.

10 **ARTICLE 17**

11 **HOSPITALIZATION AND LIFE INSURANCE**

12 17.1 The City and employees shall pay bi-weekly for Health Insurance coverage.

13 Any future premium increases shall be shared equally by the employee and
14 the employer; provided that the employee shall not pay more than twenty
15 percent (20%) of the total premium for Employee only.

16 17.2 Part-time employees shall pay bi-weekly for Health Insurance on a three
17 quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-
18 time position.

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

23 **ARTICLE 18**

24 **TUITION REIMBURSEMENT**

25 18.1 General:

26 It is the intention of this article to provide funds to employees for educational
27 reimbursement. This article is exclusive of City in-house training.

28 18.2 Tuition Reimbursement:

29 The City of Gainesville will provide funding to support this program and to
30 assist employees with accredited educational tuition costs in accordance
31 with City Policy and Procedure.

1

2 **ARTICLE 19**

3 **MISCELLANEOUS EMPLOYEE BENEFITS**

4 19.1 When an employee is required to use his/her personal automobile in the
5 performance of City business, said employee will be reimbursed for
6 operating expenses at the rate outlined in the City's Travel Policy exclusive
7 of mileage traveled to and from his/her work location.

8 19.2 The City shall provide replacement uniforms and/or shoes to each
9 employee, who is required to wear a transit uniform, annually in November.
10 The amount that may be used for these purposes shall not exceed \$250.00
11 (2015), \$265 (2016), and \$280 (2017). There will be no change to the
12 amount (\$280) after 2017, unless and until there is a new agreement in
13 effect providing for such. It is the employee's responsibility to maintain
14 his/her uniforms in what the City deems a presentable condition and
15 replace uniforms as required. The City shall discuss its selection of a
16 supplier with the Union. In the event the City provides new uniforms, the
17 next annual payment, during the life of this Agreement, shall be waived.

18 19.3 A. Biennial physical examinations may be given to all regular full-time
19 employees covered by this Agreement in accordance with the
20 regulations issued by the Florida Department of Transportation and
21 as may be amended.

22 B. The examinations for those covered under the regulations shall
23 include required drug screening tests as required by state and/or
24 federal regulations imposed by the Department of Transportation
25 and as may be amended.

26 C. For non-drivers, periodic physical examinations may be given to all
27 regular full-time employees as follows: At age 30, 40 and every 5
28 years thereafter. The examinations for non-drivers are voluntary on
29 both the part of the City and the employee.

1 D. The City Nurse and/or City doctor may prescribe more extensive
2 tests should the physical history or preliminary lab work indicate a
3 need for a more extensive physical.

4 The City Nurse and/or City doctor may require the employee to submit to
5 regular blood pressure checks and/or other tests, lab work, physical
6 examination, etc. as they deem necessary. Tests will be scheduled at the
7 City's discretion. When possible, tests will be given during work hours
8 and/or immediately before or after work. If not possible to schedule during
9 work hours, the employee shall be paid accordingly. Employees who are
10 attending medical appointments as the result of Workers' Compensation
11 claims shall be paid in accordance with the provisions of Article 20
12 (Workers' Compensation).

13 19.4 The City agrees to provide transportation to and from all work sites when a
14 given assignment begins or ends at any location away from the Transit
15 compound, excepting the first report, provided that operational
16 considerations permit.

17 19.5 Employees who are selected by the City to assist in instructing new
18 operator/trainees in all aspects of the operation and handling of transit
19 system equipment shall receive \$1.00 per hour above their regular hourly
20 rate of pay for such time worked.

21 19.6 All ATU-represented employees are encouraged to have direct deposit of
22 their payroll checks. New employees, as of December 8, 1997 as a
23 condition of employment, will be required to have and maintain a direct
24 deposit account for the purpose of receiving their employment
25 compensation.

26 19.7 Operators may be required, on occasion, to perform clerical duties,
27 dispatching, telephone reservations/scheduling, and other job related
28 duties except mechanical maintenance and exterior washing of their
29 vehicles. Training will be provided by the City and will assign such duties
30 when necessary. Exterior washing and fueling of vehicles may be done
31 on a voluntary basis.

1 19.8 OUT OF CLASS*

2 Employees assigned by the Transit Director or designee to work out-of-
 3 class in a higher paid bargaining unit classification for at least forty (40)
 4 hours within the pay period, including holidays, shall be paid for such time
 5 at five percent (5%) above their straight time rate of pay or base of the
 6 higher classification which ever is higher, but not to exceed the maximum
 7 rate of pay assigned to the higher classification.

8
 9 * Working Out-Of-Class – Performing all the functions of a higher
 10 classification.

11 SPECIAL ASSIGNMENT**

12 Employees assigned by the Transit Director or designee to work on a
 13 special assignment for at least forty (40) hours within the pay period,
 14 including holidays, shall be paid for such time at five percent (5%) above
 15 their straight time rate of pay.

16
 17 **Special Assignment – Performing some, but not all the duties of another
 18 classification or performing duties substantially above those of the
 19 employee's regular classification

20
 21 Selection for these assignments will be at the sole discretion of the Transit
 22 Director or designee. The Director or designee will consider criteria such
 23 as, but not limited to:

- 24 A. Extensive knowledge of the RTS routes and operations
- 25 B. Consideration of their past disciplinary record
- 26 C. Minimum of one year employment at RTS
- 27 D. Employee seniority will be used as a tie breaker

28 19.9 Transit Operator Trainees, upon hire, will be required to sign a Trainee
 29 Contract requiring the Trainee to repay the City (prorated) for the cost of
 30 training and equipment if the Trainee leaves employment before two (2)
 31 years. This is to include the cost of training, wages, benefits, supplies and
 32 uniform (if appropriate), during the training period.

1
2

ARTICLE 20

3

WORKERS' COMPENSATION

4 20.1 Payment of workers' compensation benefits to all employees who are
5 disabled because of an injury arising out of, and in the course of,
6 performing their duties with the City will be governed as follows: Full
7 workers' compensation benefits as provided in accordance with the
8 Workers' Compensation Law, Chapter 440, Florida Statutes.

9 20.2 Whenever an employee is absent due to a compensable injury, he shall
10 receive his regular pay for the first fifteen (15) calendar days of such
11 absence, but such payment shall not, when added to workers'
12 compensation benefits total more than the normal take-home pay (gross
13 base pay minus taxes), received by the employee immediately prior to such
14 absence.

15 20.3 An employee sustaining a lost-time injury may use sick leave or PCLB and
16 if exhausted vacation (annual leave) or PTO, except for a FMLA qualifying
17 event in which case, vacation (annual leave) or PTO may be used prior to
18 the use of sick leave or PCLB. The request must be made to the
19 Department Head to allow the employee to remain on full pay for the period
20 which can be covered by the sick leave or vacation leave balance when
21 prorated with the amount being paid by workers' compensation as set forth
22 in paragraph 1.

23 20.4 An employee will continue to earn vacation leave and sick leave during the
24 period of disability if in a pay status.

25 20.5 After employees are authorized to return to rehabilitative duty, they shall
26 receive no further benefits under this Article nor shall they be entitled to
27 elect to take sick leave or PCLB in lieu of returning to work.
28

ARTICLE 21

LEAVE OF ABSENCE WITH OR WITHOUT PAY

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

A. Leaves of absence will be granted for Family and Medical Leave (FMLA) – see Section 21.6.

B. Leaves of absences may be granted under conditions similar to FMLA for employees to care for Registered Domestic Partners – see 21.9.

C. Leaves of absence may be granted for Personal Leave – see Section 21.10.

D. Union Leave may be granted for authorized union activities – see Section 21.11.

21.2 Leave Request Procedure:

Employees are expected to be familiar with and are required to follow the leave procedures as outlined in this Article. Leave requests for less than one (1) full pay period should be requested with a Leave Request Form (LRF). Employees may be required to daily or otherwise report on his/her status and intention to return to work and may be subject to loss of benefits and/or discipline for failure to do so.

21.3 Continuity of Service:

Any leave without pay which is approved in accordance with these procedures shall not constitute a break in service, but may result in an adjustment to the employee's leave progression date and the employee's performance review and merit increase (if eligible) date. If the leave is for ninety (90) days or longer, the employee's pension service date will also be affected.

1 21.4 Expiration of Leave and Reinstatement:
2 Reinstatement is dependent upon the type of unpaid leave. Refer to the
3 appropriate section for more information.

4 21.5 Extension of Leave:
5 If an extension of the leave is required, a request for the extension must be
6 submitted in writing at least five (5) days in advance of the leave expiration
7 or as soon as practical. Consideration of an extension will be based on the
8 same criteria as the original request. Failure to return to work at the
9 expiration of the leave may result in termination.

10 21.6 FAMILY AND MEDICAL LEAVE:

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

16 FMLA will be granted for:

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

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

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

- 14 (i) leave under subsection B; or
- 15 (ii) a combination of leave under subsection A and leave
 16 described in B

17 C. Eligibility Requirements:

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

21 D. Definitions of Serious Health Condition:

22 A serious health condition is an illness, injury, impairment, or physical or
 23 mental condition that involves either an overnight stay in a medical care
 24 facility, or continuing treatment by a health care provider for a condition that
 25 either prevents the employee from performing the functions of the
 26 employee’s job, or prevents the qualified family member from participating
 27 in school or other daily activities. Slightly different requirements apply in the
 28 case of covered servicemembers.

29 Subject to certain conditions, the continuing treatment requirement may be
 30 met by a period of incapacity of more than three (3) consecutive calendar
 31 days combined with at least two visits to a health care provider or one visit

1 and a regiment of continuing treatment, or incapacity due to pregnancy, or
2 incapacity due to a chronic condition. For further information contact
3 Employee Health Services or the Human Resources Department.

4 E. Use of Leave:

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

11 F. Substitution of Paid Leave for Unpaid Leave:

12 The City generally requires use of accrued paid leave while taking FMLA
13 leave (see Section 21.7). In order to use paid leave for FMLA leave,
14 employees must comply with the City's normal paid policies.

15 G. Employee Responsibilities:

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

20
21 Employees must provide sufficient information for the City to determine if
22 the leave may qualify for FMLA protection and the anticipated timing and
23 duration of the leave. Sufficient information may include that the employee
24 is unable to perform job functions, the family member is unable to perform
25 daily activities, the need for hospitalization or continuing treatment by a
26 health care provider and information on symptoms, diagnosis,
27 hospitalization, doctor results, whether medication has been prescribed, any
28 referrals for treatment (physical therapy, for example) any other regimen of
29 continuing treatment, or circumstances supporting the need for military
30 family leave. Employees also must inform the City if the requested leave is
31 for a reason for which FMLA leave was previously taken or certified.

1 Employees also may be required to provide a certification and periodic
2 recertification supporting the need for leave. Documentation must be
3 provided in a timely manner, utilizing the forms provided by the City, or
4 FMLA leave may be denied, use of paid leave may be denied, employees
5 will lose job benefits and protections, and may be subject to disciplinary
6 action.

7 Employees with questions about what illnesses/conditions are covered by
8 this section of the policy or under the City's leave policies are encouraged
9 to consult with the Human Resources Department.

10 H. Reserved:

11 I. Conditions:

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

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

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

10 21.7 How available paid leave is applied to an FMLA qualifying absence:

11 A. PTO – for employees hired on or after October 1, 2000, or for
12 employees hired prior to October 1, 2000 who elect the Paid Time
13 Off (PTO) leave plan, as provided in Article 12 of this Labor
14 Agreement.

15 1. For Employee's Own Illness:

16 The first sixteen (16) hours of each FMLA qualifying
17 absence for the employee's own serious health condition will
18 be charged against the employee's Paid Time Off (PTO)
19 bank. If an employee has more than one qualifying FMLA
20 absence, or is using FMLA leave on an intermittent basis,
21 the maximum number of hours charged to PTO will be 96
22 hours during that leave year. Any subsequent FMLA
23 qualifying time off during that leave year will be charged
24 against the employee's Personal Critical Leave Bank
25 (PCLB), then leave without pay. In the case of an FMLA
26 qualifying absence as a result of a compensable injury, the
27 first 16 hours may be taken as PCLB.

28 2. For FMLA qualified absence for the serious health
29 condition(s) of the employee's qualifying family member:

30 The first sixteen (16) hours of each qualifying absence(s) will
31 be charged to PTO. If an employee has more than one

1 qualifying FMLA absence, or is using FMLA leave on an
2 intermittent basis, the maximum number of hours charged to
3 PTO will be 96 hours during that leave year. Should the
4 employee have an insufficient PTO balance to cover the first
5 sixteen (16) hours of absence(s), the remainder such sixteen
6 (16) hours will be leave without pay; any subsequent hours
7 of absence shall be charged to the employee's PCLB
8 account, then leave without pay. If an absence will extend
9 beyond 480 hours in the leave year, the employee must
10 apply for a Personal Leave (Article 21.10).

- 11 3. For the birth, placement, adoption of a child or well child
12 care of a newborn:

13 The first sixteen (16) hours of each qualifying absence will
14 be charged to PTO. If an employee has more than one
15 qualifying FMLA absence, or is using FMLA leave on an
16 approved intermittent basis or reduced schedule basis, the
17 maximum number of hours charged to PTO will be ninety-six
18 (96) during that leave year. Should the employee have an
19 insufficient PTO balance to cover the first sixteen (16) hours
20 of absence(s), such absence will be leave without pay; any
21 subsequent hours of absence shall be charged to the
22 employee's PCLB account then PTO, then leave without
23 pay.

24 B. Designated Leave System:

- 25 1. For employees in the sick leave/vacation leave system,
26 employees are required to use sick leave, and in the
27 absence of sick leave, vacation leave for absences due to
28 their own or family member's serious health condition. In
29 the case of the absences due to a compensable accident,
30 after wage loss payments start, employees may choose
31 whether or not to supplement the wage loss payments with

1 sick leave, then vacation. Employees may utilize sick leave
 2 or vacation in lieu of sick leave for adoption and birth of
 3 newborn within six (6) weeks after adoption or birth, for up to
 4 ninety-six (96) hours of such paid leave. Upon exhaustion of
 5 sick leave prior to utilizing ninety-six (96) hours, the
 6 employee will be required to use vacation in lieu of sick for
 7 up to the remainder of that period, after which time unpaid
 8 leave, or vacation in accordance with departmental notice
 9 procedures could be taken for the remainder of the FMLA
 10 entitlement period. Alternatively, the employee may take
 11 only unpaid leave for all absences due to adoption or birth of
 12 newborn, or take vacation leave in accordance with
 13 departmental notice procedures.

14 2. Parental Leave:

15 In instances of parental leave, for the care and custody of
 16 the employee's natural or adoptive newborn infant, sick
 17 leave up to fifty percent (50%) of that available in the pay
 18 period prior to the date of birth, or one hundred four (104)
 19 hours (whichever is greater) may be taken during the first six
 20 (6) weeks following the infant's birth.

21 Management may require confirmation of the illness, birth,
 22 or adoption from the employee by furnishing a doctor's
 23 certificate, birth certificate, or any other means deemed
 24 appropriate.

25 C. The maximum hours of paid leave under this Article 21.7 and
 26 Article 21.9 shall be 480 and any approved absence beyond 480 in
 27 the leave year, or servicemember leave period shall be without pay.

28 21.8 FMLA, Partner leave Definitions:

29 Child: includes a biological, adopted or foster child, stepchild, a legal
 30 ward, or a child for whom the employee stands in loco parentis (i.e., in the
 31 place of a parent) who is under eighteen (18) years of age; or eighteen

1 (18) years of age or older and incapable of self care because of a mental
2 or physical disability. (FMLA)

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

6 Serious Health Condition: A serious health condition is an illness, injury,
7 impairment, or physical or mental condition that involves: (FMLA and
8 Partner)

9 (i) inpatient care at a hospital, hospice, or residential medical care
10 facility, or

11 (ii) continuing treatment by a health care provider.

12 Leave Year: The twelve- (12-) month period measured forward from
13 January 1 each year, except in the case of covered servicemember
14 caregiver leave (see 21.6B).

15 21.9 REGISTERED DOMESTIC PARTNER MEDICAL LEAVE (PARTNER):

16 A. Eligible employees may take a maximum of twelve (12) weeks of
17 Partner medical leave in the FMLA leave year. Eligible employees
18 may also take covered servicemember caregiver leave, if the
19 covered servicemember is the eligible employee's Registered
20 Domestic Partner, for a maximum twenty-six (26) weeks as
21 described in 21.6B. In all cases, Partner leave and FMLA leave
22 combined may not exceed a total of twelve (12) weeks in the
23 FMLA (for care for Partners who are covered servicemembers
24 leave year, twenty-six (26) weeks in the covered servicemember
25 leave period), as the case may be, unless otherwise required by
26 law. This leave may be paid if applicable leave is available or the
27 leave may be unpaid. The FMLA Leave Year is defined as the
28 twelve- (12-) month period measured forward from January 1 each
29 year.

30 Partner leave will be granted for and under the same conditions as
31 FMLA leave to care for a spouse, or covered servicemember.
32

1 21.10 PERSONAL LEAVE:

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

- 4 1. Health or family related problems not defined within FMLA
5 Policy, or beyond the time limits of the FMLA or beyond the
6 scope of leave available to care for Registered Domestic
7 Partners.
- 8 2. Education
- 9 3. Military leave not covered under Military Leave Policy
- 10 4. Extenuating personal reasons

11 B. CONDITIONS:

12 Employees must apply for Personal Leave in writing at least ten (10)
13 working days prior to the beginning of the leave. Personal Leave may be
14 granted and if granted may be paid, unpaid, or a combination of paid and
15 unpaid leave. Prior to being placed on unpaid Personal Leave under this
16 section, employees in the old leave system must first exhaust all accrued
17 vacation and personal leave; employees in the new leave system must
18 first exhaust all applicable, accrued PTO. PCLB hours may be applicable
19 to health or family related problems not defined within FMLA Policy, or
20 beyond the time limits of the FMLA, or beyond the scope of leave
21 available to care of Registered Domestic Partners.

22 Unpaid leave for one (1) full pay period or more will not be considered
23 time worked for purposes of accruing seniority, vacation, sick, or paid time
24 off (PTO).

25 During an employee's approved Personal Leave, his/her position may be
26 filled by a temporary appointment, or permanent assignment of another
27 employee. At the expiration of the leave, the employee shall be reinstated
28 to the employee's regular position vacated if it has not been filled
29 permanently during the leave. If the position has been filled, then the
30 employee will be reinstated to another position which is vacant and for
31 which the employee is qualified. The replacement position shall not be at a

1 higher wage rate than the position from which the leave was granted.
2 Refusal of a vacant position offered by the City shall result in the
3 termination of the employee.

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

8 To return to work the employee must report to Employee Health Services
9 and the employee may be required to submit a written approval from
10 his/her health care provider releasing him/her for work. The employee
11 may be required to complete a health examination.

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

29 21.11 Union Leave of Absence:

30 A. Employees designated by the Union may be granted a leave of
31 absence upon request of the Union President for Union business.

1 Such leave will be treated as personal leave (PTO or leave without
2 pay) and permission for such leave may be withheld if operational
3 considerations so require. Such leave shall be considered as time
4 worked for the purpose of seniority accrual and other fringe
5 benefits, provided that such leave does not exceed ten (10)
6 consecutive work days.

7 B. The Union President shall, upon written request, receive leave of
8 absence without pay for their term of office or up to a period not to
9 exceed one (1) year, whichever is greater, and said leave shall be
10 renewable for an additional year period.

11 C. Employees desiring leave under this section shall notify the City at
12 least two (2) weeks in advance of the date on which such leave is
13 to become effective and specify the reason for such request. If
14 operational considerations permit, and all parties mutually agree,
15 this two (2) week period of prior notification may be waived.
16 However, for the purpose of contract negotiations only forty-eight
17 (48) hours notice will be required, and this forty-eight (48) hours
18 prior notification may be waived by the City.

19 D. Union President seeking to return from a leave of absence which
20 has exceeded thirty (30) days duration shall give the City a
21 minimum of two (2) weeks notice. An employee seeking to return
22 from extended Union leave of absence before the time specified for
23 such leave expires may do so provided the two (2) week notice is
24 given prior to the date of return.

25 E. At the expiration of a leave of absence, the employee shall be
26 reinstated in the position he vacated or in any other vacant position
27 in the same class provided the employee can pass a medical
28 examination prescribed by the City and the employee meets the
29 existing employment standards of the City. Such employee shall
30 receive the prevailing rate of pay accorded to the position.

ARTICLE 22**MILITARY LEAVE**

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22.1**Active duty:**

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

22.2**Reserve or Guard Annual Training:**

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

Employees who are normally scheduled to work on Saturdays as part of their regular 40-hour work week shall be eligible to receive pay for those days they are required to attend weekend drills provided that the total number of days does not exceed seventeen (17) days for the calendar year for the combined weekend drills and two (2) week summer camp (annual training). In the event the employee has exhausted his/her seventeen (17) days he/she may use vacation leave (annual leave) provided he/she is scheduled to work on said days. Employees who are scheduled to be off on Saturdays or Sundays shall not be eligible to receive pay for attending weekend drills regardless of whether said employees are eligible for overtime work or not.

22.3**Reserve or Guard Active Military Service (not annual training):**

The City shall grant a military leave of absence to any employee called to active military service (not annual training or state active duty) with the National Guard, or a military reserve unit of the United States. For the purpose of active military service (not annual training or state active duty)

1 the first thirty (30) calendar days of any such leave of absence shall be with
2 full pay from the City.

3 **22.4 Requests for Military Leave:**

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

9 **22.5 Military Leave Without Pay:**

10 In the event military leave is required in excess of the time allowed in
11 paragraphs 22.2 and 22.3, the employee may be granted additional leave
12 without pay or he/she may elect to use earned vacation leave. Vacation
13 leave will not be required prior to allowing leave without pay.

14
15 **ARTICLE 23**

16 **JOB VACANCY AND PROBATION**

17 **23.1 A.** Except as provided herein when vacancies occur in a department,
18 the Department Head may first consider those employees within
19 his/her department or among existing City employees and the
20 general public simultaneously for promotion or lateral transfer. Jobs
21 will be posted for seven (7) consecutive days, beginning on Monday
22 except in cases where Monday is a City observed holiday, on RTS
23 bulletin boards. This procedure recognizes that the Department
24 Head is ultimately responsible for the efficient operation of his/her
25 department.

26 **B.** In the event of a vacancy of a Transit Operator position, the City may
27 offer the position to any regular part-time employee (by hire date)
28 first, and then any temporary standby operator or post the position in
29 accordance with section A.

30 **C.** In the event a position becomes vacant, the City may go back to the
31 original pool of applicants to select the next person for the position.

1 23.2 The following factors may be considered in selecting persons to fill vacant
2 positions:

3 A. Ability and qualifications to perform the work. (Tests may be given;
4 however, lateral transfers within the same job classification and
5 department involving the same or similar work may be made without
6 a test being given. If tests are given, the results shall be valid for one
7 year from the date of posting of scores or until exhausted, whichever
8 occurs first.)

9 B. Prior work record and any other pertinent job related information.

10 C. Affirmative Action Plan as adopted by the City Commission.

11 23.3 Initial Probation:

12 All new employees shall be considered probationary employees for six (6)
13 months. The City may, at its discretion, extend the probationary period up
14 to an additional three (3) months. Any break in continuous service shall not
15 be credited should such time out of pay status equal or exceed one (1) pay
16 period of two (2) weeks duration; however, all time other than such
17 period(s) spent out of pay status shall be credited towards seniority accrual
18 and time spent as a probationary employee. A probationary employee shall
19 be covered under the terms and conditions set forth in this Agreement but
20 shall have no right to appeal discharge, discipline, suspension, demotion or
21 layoff through the grievance procedure of the Agreement. A probationary
22 employee may appeal a suspension through the problem and complaint
23 resolution procedure. An employee may be discharged without cause at
24 any time during any portion of his/her initial probationary period or extended
25 initial probationary period.

26 23.4 Promotional Probation:

27 Any employee who is promoted to a higher classification shall be on
28 probation in that classification for a period of six (6) months from the date of
29 promotion. The City may, at its discretion, extend the probationary period
30 up to an additional three (3) months. An employee removed during the
31 probationary period for failure to perform satisfactorily the duties of the

1 position, shall be returned to the classification held prior to the promotion or
 2 to a similar classification.

4 **ARTICLE 24**

5 **LAYOFF**

- 6 24.1 A. (1) Except as provided in Section 24.1(A)(2), layoffs shall be
 7 accomplished in an orderly, systematic and uniform manner in
 8 accordance with established procedures. The Transit Director
 9 or his/her designee may lay off an employee or employees
 10 when he/she deems it necessary for reasons of, but not
 11 limited to, the following: shortage of funds or work, or other
 12 material changes in the duties or organization, or for related
 13 reasons which are outside the Transit Director's control.
 14 Every effort will be made to provide employees with a
 15 minimum of ten (10) working days notification prior to layoff.
 16 The duties performed by an employee who is laid off may be
 17 reassigned to other employees already working who hold
 18 positions in appropriate classes. (See Article 39.5 for layoff
 19 procedures for Maintenance personnel)
- 20 (2) When it is necessary to reduce the regular force of operators
 21 of the Regional Transit System, layoffs for operators shall be
 22 in the reverse order of seniority. Employees so laid off will
 23 retain and accumulate seniority rights during such layoff for a
 24 period of one hundred eighty (180) days. This paragraph is
 25 the only provision in this Article 24 that applies to operators.
 26 For purposes of layoff or recall, main and paratransit
 27 operators will be considered under the same classification.
- 28 B. The Administrative Department Head or his/her designee shall
 29 determine the extent of layoffs necessary and identify: the class or
 30 classes of positions from which layoffs are to be made; and the
 31 number of positions in each class to be abolished resulting in layoffs.

- 1 C. When it becomes necessary to reduce the number of employees
2 within a given classification in a division, section or responsibility
3 area, employees in that division, section or responsibility area shall
4 be laid off in the order listed as follows:
- 5 1. Temporary Employees
 - 6 2. Probationary Employees (new)
 - 7 3. Regular Part-Time
 - 8 4. Probationary Employees (promotional)
 - 9 5. Regular Full-Time.
- 10 D. When the need arises for laying off an employee serving a
11 promotional probationary period, such employee shall be returned to
12 a position of the classification from which he/she was promoted or
13 advanced.
- 14 E. Layoffs:
- 15 If it is necessary to effect a layoff, employees will be laid off by
16 classification and division within their department. The order of such
17 layoffs shall be based on seniority with the least senior employees in
18 the classifications and division being laid off first, provided the factors
19 A, B, and C in Article 23, Job Vacancy and Probation Section 23.2
20 are equal. In the event of the inequality of these factors as between
21 employees in the same classification and division, the employee with
22 the higher values of factors A, B, and C, in the aggregate, shall be
23 retained. Laid off employees shall be recalled to the classification
24 and division from which they were laid off in the reverse order in
25 which they were laid off.
- 26 F. Employees on layoff shall not accrue any employee benefits
27 whatsoever.
- 28 G. Provided, however, and in any event, any action taken under this
29 entire Article shall be in derogation of the City's Affirmative Action
30 plan.
- 31

1 **ARTICLE 25**

2 **RECALL**

- 3 25.1 A. (1) Except as provided in Section 24.1(A)(2), employees laid off
 4 under the provision of either paragraph C or D in Section 24.1
 5 shall be recalled in the reverse order in which they were laid
 6 off.
- 7 (2) When the regular force of operators of the Regional Transit
 8 System is increased, former employees of the employer who
 9 were laid off, in accordance with Article 24, Layoff, shall be
 10 offered recall in the reverse order in which they were laid off,
 11 provided, however, that this agreement, or any renewal,
 12 amendment, or extension thereof is still in effect and no more
 13 than three hundred sixty-five (365) days have elapsed since
 14 their last layoff. This paragraph is the only provision in this
 15 Article 25 that applies to operators.
- 16 B. Regular employees laid off shall have precedence for recall to their
 17 former classification over other applicants for a period of three
 18 hundred sixty-five (365) days. Laid off employees recalled within
 19 three hundred sixty-five (365) days shall have their tenure of service
 20 restored. If re-employed after three hundred sixty-five (365) days,
 21 the employee shall be treated as a new employee.
- 22 C. The City will offer recall to laid off employees by certified mail to the
 23 last known address on file with the Human Resources Department.
 24 If the laid off employee fails to report to the Human Resources
 25 Department his/her intentions of returning to work within fifteen (15)
 26 calendar days after mailing of said certified notice, tenure of service
 27 shall be broken. Any extenuating circumstances may receive
 28 consideration by management and the Human Resources Director.
- 29 D. A laid off employee, when offered recall, who is temporarily unable to
 30 accept due to documented medical reasons may request a leave of
 31 absence without pay not to exceed thirty (30) calendar days.

- 1 E. Employees laid off for longer than thirty (30) calendar days may
 2 apply for any equivalent or lower classification with the City and, if
 3 selected within the one hundred eighty (180) day recall period, shall
 4 have their tenure of service restored.

5
 6 **ARTICLE 26**

7 **LENGTH OF SERVICE**

8 26.1 An employee shall lose his/her continuous length of service and his/her
 9 employment with the City shall be considered terminated for all purposes if:

- 10 A. The employee quits.
 11 B. The employee is discharged.
 12 C. The employee who has been laid off fails to report to work within a
 13 period of fifteen (15) calendar days after being recalled by certified
 14 letter sent to the last known address as shown on the records of the
 15 Human Resources Department. Any extenuating circumstance may
 16 receive consideration by the Human Resources Director.
 17 D. The employee fails to report for work at the termination of a leave of
 18 absence.
 19 E. The employee works on another job while on leave of absence
 20 without the City's permission.
 21 F. The employee is laid off for a period longer than three hundred and
 22 sixty -five (365) days.
 23 G. The employee is absent without leave for three (3) consecutive work
 24 days without notifying his supervisor or the Human Resources
 25 Department. Such absence shall constitute a voluntary resignation.
 26 Any extenuating circumstances may receive fair consideration by the
 27 Human Resources Director.
 28 H. An employee promoted to a non-represented position, may return to
 29 the bargaining unit for up to six (6) months (180 calendar days)
 30 without loss of seniority. Any employee who is out of the bargaining
 31 unit for more than six (6) months (180 calendar days) and later

1 returns, shall retain his/her seniority for purposes of Bidding (runs,
2 vacations and shifts) as of the date he/she accepted the promotion.

3 26.2 For purposes of bidding for work hours (runs), seniority shall be continuous
4 service within the employee's job classification.

5 26.3 For purposes of bidding for vacation, seniority shall be an employee's
6 length of continuous service with the County's Transit Department, if
7 applicable, added to the employee's continuous service in the City's Transit
8 Department.
9

10 **ARTICLE 27**

11 **LIABILITY**

12 27.1 The City will defend any actions in tort brought against any employee(s)
13 covered by this Agreement as a result of any alleged negligence of said
14 employee(s) arising out of and in the scope of their employment with the
15 City unless such employee(s) acted in bad faith with malicious purpose or in
16 a manner exhibiting wanton and willful disregard of human rights, safety, or
17 property.

18 27.2 Whenever a City employee is sued for actions taken in the course of duty,
19 the City will provide legal defense through the lawyer supplied by the City or
20 its insurance carrier. In exceptional cases when a claim for punitive
21 damages has been made, the City will pay reasonable fees for additional
22 counsel selected by the employee and the City when the City Commission
23 has approved the hiring of additional counsel before the contract of hire is
24 made. In no case will the cost of additional legal counsel be paid by the
25 City unless prior approval is given as stated above, and in no case will the
26 City pay punitive damages, if levied.
27

28 **ARTICLE 28**

29 **HEALTH AND SAFETY**

30 28.1 The City agrees it will conform to and comply with laws as to safety and
31 health properly required by Federal, State and local law.

- 1 28.2 During the term of this agreement, the Transit Director or his/her designee
2 will establish the structure and procedures of a Health and Safety
3 Committee. The Committee shall consist of five (5) members including the
4 Operations Manager, one Transit Operator, one mechanic, one supervisor
5 and one staff assistant. Members shall volunteer to participate and will be
6 selected from an eligibility list, two by the Transit Director and two by the
7 union. Service on the Committee shall be for one year.
8 Employees eligible to serve may not have any disciplinary actions or
9 preventable accidents for the eighteen months prior to appointment.
10 Bargaining unit members shall be paid for any lost straight time wages.
11 The Committee may:
- 12 1) Meet as necessary, but not more than one time per month, for
13 a specific reason(s).
 - 14 2) Make written recommendations for correction of hazardous
15 conditions or unsafe work methods. All such
16 recommendations shall be forwarded to the Transit Director.
17
- 18 28.3 The Union and the City agree that accident prevention is important to the
19 operation of the Regional Transit System, and that safety programs, safety
20 meetings and general accident prevention work are mutually beneficial to
21 both the City and to its employees. The Union agrees that it will encourage
22 its members to cooperate and participate with the City in all matters
23 pertaining to safety.
- 24 28.4 Attendance at any department meeting will be required, unless prevented
25 from doing so by a work assignment, illness or approved leave of absence.
26 If necessary, one mandatory make-up meeting will be scheduled.
27 Employees will not be required to attend Department meetings on their days
28 off unless the meeting is a specified safety meeting. Except in
29 emergencies, employees will be given seven (7) calendar days notice of the
30 scheduling of a safety meeting. Call-out provisions of this agreement shall

1 not apply to this article and employees shall only be paid for actual time in
2 the meeting.

3 28.5 In the delivery of bus service all employees shall be responsible for carrying
4 out the mandates of the Americans With Disabilities Act of 1990 and as
5 may be amended. Employees shall be required to attend training sessions
6 related to the Act and provide assistance to disabled passengers in the
7 manner prescribed.

9 **ARTICLE 29**

10 **BULLETIN BOARDS**

11 29.1 The Union may, at its own expense, place one (1) bulletin board at mutually
12 agreed upon locations in the operators' lounge, Vehicle Service Attendants'
13 area and the shop. Such bulletin boards are not to exceed approximately
14 three (3) feet by five (5) feet in size for the posting of the following notices
15 only:

- 16 A. Union literature (i.e., brochures, pamphlets, correspondence, etc.
17 from ATU International or the AFL-CIO).
- 18 B. Notices of Union meetings
- 19 C. Union elections
- 20 D. Reports of Union Committees
- 21 E. Recreational and social affairs of the Union
- 22 F. Notices by public bodies
- 23 G. Other materials as approved by the Transit Director.

24 29 .2 All material to be posted shall be signed by the Union President or designee
25 and a copy submitted to the Transit Director. The Union shall keep its
26 bulletin boards or space in neat and presentable order.

27 29.3 No material, notices or announcements shall be posted which contain
28 anything political or controversial, or anything reflecting upon the City, any
29 of its employees, or any labor organization among its employees. No
30 material, notices or announcements which violate the provisions of this
31 Article shall be posted.

1 29.4 Any materials posted which are not in conformance to this provision may be
 2 removed at the discretion of the City. The Union President shall be advised
 3 of such action.

4 **ARTICLE 30**

5 **BIDDING**

6 30.1 Bidding of days off and runs shall be by all operators in accordance with
 7 seniority. The City will maintain an up-to-date and accurate seniority roster
 8 to be posted on Department bulletin boards and shall furnish the Union a
 9 copy of such roster quarterly. There shall be only one seniority roster for all
 10 operators, regardless of the type of bus assigned. Operators will be
 11 allowed to bid on regular runs at all general bids insofar as seniority will
 12 permit. Operators who bid regular runs shall remain thereon until the next
 13 general bid unless his/her regular bid work is discontinued. In such event,
 14 he/she will be permitted to exercise his/her seniority. The City reserves the
 15 right to discontinue, add, change, and/or alter runs. Any run altered or
 16 changed between general bids will be rebid if the pay time is altered or
 17 changed by more than two (2) hours per week. In this event, the run shall
 18 be rebid by the entire seniority roster.

19 30.2 Employees who have not been released by Employee Health Services
 20 (EHS) to return to work by the time the bidding process begins and who are
 21 not expected to return to work by the time the bids become effective, will not
 22 pick a bid. Such employee shall be given the option upon return to work to
 23 select the extra board or any open bid not selected at the time of the current
 24 bid. The employee shall remain on this bid until completion of the bid.

25 30.3 General bids of all work open to the entire operators seniority roster will take
 26 place a minimum of three times each year, corresponding to the University
 27 of Florida semester schedule.

28 30.4 General bids will be posted on the bid picking board not less than fifteen
 29 (15) days prior to the effective date, but in no case shall bids be posted less
 30 than five (5) days before the first day of bidding. Any operator who is not
 31 available to bid when it is his/her turn to bid, or who has not left a sealed bid

1 of his/her choice or instructions with the Union Officer for runs with the
 2 Transit Department, will be passed, thereby permitting other operators to
 3 continue bidding. When an operator that has been passed is available to
 4 bid, he/she may do so taking what is available at that time. If a passed
 5 operator is not available to bid until the bidding has been complete, he/she
 6 will be required to pick from remaining bids, if available. If the employee
 7 does not make a selection, the City will assign the employee to an open bid.
 8 In the event no open bids are available, the employee shall be assigned
 9 and remain on the extra board until the next bid. No bids will be asked for
 10 on the telephone. The effective date of each bid will appear on the bid
 11 sheet. At least fifteen (15) operators will bid per day. No operator shall be
 12 relieved from duty in order to bid. A copy of all runs to be bid shall be
 13 furnished to the Union Officer at the time they are posted for bid.

14 30.5 Every effort will be made to comply with operators' choices, when left, in
 15 order of priority. Once an operator submits a bid, it cannot be changed or
 16 withdrawn after the next operator has bid. Changed runs shall be noted at
 17 the time of posting on the bid sheet.

18 30.6 The Union President or his/her designee may assist with the selection of
 19 run bids. Time spent assisting shall be without pay.

21 **ARTICLE 31**

22 **WAGES**

23 31.1 General Increases

24 A.

25 Effective the first full pay period in October 2015, the pay range
 26 maximums shall be adjusted one percent (1%), as reflected in
 27 Exhibit A. Effective upon ratification, employees covered by this
 28 Agreement, except those participating in the DROP, shall have their
 29 individual base rate of pay increased by two percent (2%) of their
 30 individual rate of pay.

31

1 B. Effective the beginning of the first full pay period in October 2016,
 2 the pay range maximums shall be adjusted one percent (1%), as
 3 reflected in Exhibit A. Effective the first full pay period in October
 4 2016, employees covered by this Agreement, except those
 5 participating in the DROP, shall have their individual base rate of pay
 6 increased by two percent (2%).

7
 8 C. Effective the beginning of the first full pay period in October 2017,
 9 the pay range maximums shall be adjusted one percent (1%), as
 10 reflected in Exhibit A. Effective the first full pay period in October
 11 2017, employees covered by this Agreement, except those
 12 participating in the DROP, shall have their individual rate of pay
 13 increased by two percent (2%).

14
 15 D. The parties may, upon mutual agreement, reopen this paragraph
 16 (31.1) for negotiation between August 1, 2017 and September 30,
 17 2017, for the purpose of negotiating an increase to the Fiscal Year
 18 2018 General Increase. There shall be no wage increases after
 19 September 30, 2018 unless and until there is a new Agreement in
 20 effect providing for such increases.

21
 22 E. Deferred Retirement Option Program (DROP):
 23 Deferred Retirement Option Program (DROP) participants are not
 24 eligible for increases beyond the top of their individual salary ranges
 25 as they existed at the time of their entry into the DROP unless
 26 otherwise provided for in their Application for Deferred Retirement
 27 Option Program document.

28 31.2 Performance Safety Incentives

29 A. For each year of this Agreement (FY 2016, 2017, and 2018),
 30 employees classified as **Transit Operators** who, as of October 1 of each
 31 year of the Agreement, have not had a preventable accident for the number

1 of consecutive years reflected in the chart below, shall receive base rate
 2 increases as indicated in the chart.

Consecutive Years Without a Preventable Accident	Annualized Increase (based on 2,080 hours)	Hourly Increase
0 years to 2 years 11 months	Not eligible	
3 years to 5 years 11 months	\$208	10 cents/hour
6 years to 8 years 11 months	\$416	20 cents/hour
9 years to 11 years 11 months	\$624	30 cents/hour
12 years to 14 years 11 months	\$832	40 cents/hour
15 or more years	\$1,040	50 cents/hour

4
 5
 6 B. For each year of this Agreement (FY 2016, 2017, and 2018),
 7 employees classified as **Clerk 1 RTS, Fleet Mechanic I RTS, Fleet**
 8 **Mechanic II RTS, Maintenance Worker 1 RTS, Maintenance Worker III**
 9 **RTS, Parts Specialist RTS, Transit Vehicle Collision Repair**
 10 **Technician, or Vehicle Service Attendant RTS** who, as of October 1 of
 11 each year of the Agreement, have not had a preventable injury for the
 12 number of consecutive years reflected in the chart below, shall receive base
 13 rate increases as indicated in the chart. For the purpose of interpretation,
 14 “preventable injury” shall be defined as those reported, compensable
 15 injuries where the employee’s performance was determined to be a
 16 contributing factor, and where the injury resulted in external costs
 17 (indemnity or medical) to the City.

Consecutive Years Without a Preventable Injury	Annualized Increase (based on 2,080 hours)	Hourly Increase
0 years to 2 years 11 months	Not eligible	
3 years to 5 years 11 months	\$208	10 cents/hour
6 years to 8 years 11 months	\$416	20 cents/hour
9 years to 11 years 11 months	\$624	30 cents/hour
12 years to 14 years 11 months	\$832	40 cents/hour
15 or more years	\$1,040	50 cents/hour

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C. There shall be no Performance Safety Incentives after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such increases.

31.3

A. Promotion:

When an employee is promoted his/her salary shall be advanced to a rate that would provide a five percent (5%) increase in pay or to the beginning of the new range, whichever is greater.

B. Transfer:

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

C. Temporary Assignments:

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

D. Demotion:

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

- 1 31.4 Merit or Performance Increases:
- 2 A. Effective October 1, 2015 through September 30, 2018, there will be
- 3 no Merit or Performance Increases, other than those provided in
- 4 paragraph 31.2 (Performance Safety Incentives) above.
- 5 B. For regular (non-probationary) employees, the review period is a
- 6 one-year period from October 1 through September 30. Employees
- 7 will continue to be reviewed, but there will be no Merit or
- 8 Performance Increases associated with these reviews.
- 9 C. There shall be no Merit or Performance Increases after September
- 10 30, 2018, unless and until there is a new Agreement in effect
- 11 providing for such increases.
- 12 D. Employees who are currently participating in the Deferred
- 13 Retirement Option Program (DROP) and who have NOT reached
- 14 the top of their respective salary ranges for the regular
- 15 classifications they were in, as they existed at the time the
- 16 employees entered the DROP, will be eligible to receive increases
- 17 to their base rates of pay up to the top of their respective salary
- 18 ranges as described in paragraph 31.2 above. These increases
- 19 will be paid on the same pay dates as when other ATU employees
- 20 receive their Wage Increases. No DROP participant will receive
- 21 any portion of the increase described in paragraph 31.2, that would
- 22 place him or her at a rate in excess of the maximum of his/her
- 23 salary range as it existed at the time he/she entered the DROP
- 24 unless otherwise provided for in his/her Application for Deferred
- 25 Retirement Option Program document.

ARTICLE 32

SEVERABILITY

- 30 32.1 Should any provision of this Agreement be found to be inoperative, void, or
- 31 invalid by a court of competent jurisdiction, all other provisions of this

1 Agreement shall remain in full force and effect for the duration of this
 2 Agreement; it being the intention of the parties that no portion of this
 3 Agreement or provision herein shall become inoperative or fail by reason of
 4 the invalidity of any other portion or provision.
 5

6 **ARTICLE 33**
 7 **SICK LEAVE BANK**

8 **33.1 ELIGIBILITY**

- 9 A. An employee having used all his/her sick and vacation (annual
 10 leave) or PTO/PCLB due to serious illness, accident or disability,
 11 may receive vacation (annual leave) or PTO donated on a strictly
 12 voluntary basis by fellow employees, except as provided in
 13 Paragraph 33.1(B). Serious illness, accident or disability is defined
 14 to include only those instances where an employee is expected to
 15 be absent for at least thirty (30) consecutive calendar days.
- 16 B. Effective January 1, 2010, PTO-covered employees who do not
 17 maintain a "Minimum Balance" total of PTO and PCLB as described
 18 below will **ONLY** be eligible to receive leave donations from other
 19 City employees if:
- 20 1. The employee is making a bi-weekly contribution to his/her
 21 PCLB
 22 **and;**
 - 23 2. PCLB contributions remain in effect until the employee's
 24 combined PCLB and PTO amount reach a "Minimum
 25 Balance" based on years of service as described below.
 - 26 3. If leave donations are permitted, employees must sign an
 27 agreement stating that upon return to work, they will continue
 28 bi-weekly contributions to PCLB until their combined PCLB
 29 and PTO balance reaches a "Minimum Balance" based on
 30 years of service as defined below.

- 1 C. Employees may cease voluntary contributions to the PCLB account
 2 during Open Enrollment. However, to be eligible for Leave Bank
 3 Donations, the combined total of PTO and PCLB on the first day of
 4 extended leave must be equal to or greater than the “Minimum
 5 Balance” based on years of service as defined below.
- 6 D. Employees participating in the Paid Time Off Leave System (PTO)
 7 and who do not make voluntary contributions to their PCLB accounts
 8 or who do not maintain a “Minimum Balance” based on years of
 9 service as defined below, will not be eligible to receive Leave Bank
 10 donations.
 11

Years of Continuous Service	Minimum Balance
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

12
 13 **33.2 DONATION TO OTHER EMPLOYEES**

14 Fellow employees may contract to donate a minimum of four (4) hours of
 15 their vacation (annual leave) or PTO time to the affected employee. The
 16 maximum number of hours an employee may donate is forty (40) hours.
 17 The total donated time from fellow employees shall not exceed three (3)
 18 calendar months. There shall be no restrictions on the amount of hours that
 19 may be donated in instances where the serious illness, accident or disability
 20 is expected, based upon a reasonable medical probability, to result in death
 21 within one (1) year from the creation of the leave bank.

1 33.3 Only regular full-time employees having completed initial probationary
 2 period may receive donated vacation (annual leave) or PTO from fellow
 3 employees or volunteer to donate vacation (annual leave) or PTO to a
 4 fellow employee.

5 33.4 The sick or disabled employee will remain on the payroll until he/she is able
 6 to return to work, donated leave expires, or until the doctor determines the
 7 illness or accident has become a total and permanent disability, whichever
 8 comes first. If the illness or accident is total and permanent, employee
 9 should file for disability retirement with the Social Security Administration
 10 and the City of Gainesville. During the time in which the sick or disabled
 11 employee is receiving donated vacation (annual leave) or PTO from fellow
 12 employees, he/she will not be eligible to earn (accrue) sick leave, PTO or
 13 vacation (annual leave).

14 **ARTICLE 34**

15 **PENSIONS**

16
 17 34.1 Division 5 and Division 6 of Article VII of Chapter 2, Gainesville Code of
 18 Ordinances, as amended, shall be incorporated in the Contract by
 19 reference.

20 34.2 Each party may reopen the negotiations once during the term of this
 21 agreement of any pension issues upon thirty (30) days notice.

22 34.3 Employees covered by this Agreement shall be covered by the City's
 23 General Pension Plan and Disability Plan as set forth by the City of
 24 Gainesville's Code of Ordinances, as amended. Minor changes may be
 25 made by the City. Minor changes are defined as changes the net effect of
 26 which would not require a current or potential increase in the contribution
 27 rate or a benefit decrease.

28 34.4 The City will give the Union a copy of such minor change(s) at least thirty
 29 (30) days prior to the adoption of such change(s).

30 34.5 A change, or changes, in the Plan, the net effect of which would require a
 31 current or potential increase in the contribution rate or a benefit decrease,

1 may be made by the City subject to the Union's right to demand impact
 2 bargaining prior to the effective date of such change.

4 **ARTICLE 35**

5 **DRUG TESTING**

6 35.1 The City and the Union recognize that substance abuse in our nation and
 7 our community exacts staggering costs in both human and economic terms.
 8 Substance abuse can be reasonably expected to produce impaired job
 9 performance, lost productivity, absenteeism, accidents, wasted materials,
 10 lowered morale, rising health care costs, and diminished interpersonal
 11 relationship skills. The City and the Union share a commitment to solve this
 12 problem and to create and maintain a drug-free work place. The parties
 13 have, therefore, agreed to comply with the Federal Transit Authority (FTA)
 14 Drug and Alcohol testing regulations and the Amalgamated Transit Union
 15 (ATU) Drug – Free Workplace Program (Addendum “A”). The Union
 16 agrees that during the term of this agreement the FTA testing rules for drug
 17 and substance abuse may change but that the City will comply with these
 18 changes as the changes occur.

19 **ARTICLE 36**

20 **TEMPORARY EMPLOYEES**

21
 22 36.1 Temporary employees may be hired to fulfill work of permanent employees
 23 that are on extended periods of absence or to fill permanent vacancies until
 24 such time as a permanent employee is employed by the City. In addition,
 25 temporary employees may be hired until permanent employees are
 26 authorized and hired by the City.

27 36.2 Temporary employees may be utilized for a period not to exceed two
 28 hundred (200) continuous workdays. In the event permanent positions are
 29 not filled by the City prior to the two hundred (200) continuous workday
 30 limitation, the City and the Union shall meet for the purpose of establishing
 31 a reasonable extension of time for the hiring of permanent employees. In

1 this event, temporary employees may continue to be used until the parties
2 agree to the extension period.

4 **ARTICLE 37**

5 **COMMERCIAL DRIVERS LICENSE**

6 37.1 It shall be just cause to terminate an employee who has his/her Commercial
7 Drivers License revoked or suspended.

9 **ARTICLE 38**

10 **TARDINESS**

- 11 38.1
- 12 A. Employees are expected to be at work on time.
 - 13 B. Transit Operators who are late reporting to the facility will not be
14 disciplined if they are five (5) minutes or less tardy or five (5) minutes
15 or less late for relief at a relief point away from the RTS facility.
 - 16 C. Maintenance Shop employees, administrative division employees
17 and any employee not assigned to operate a bus but who are
18 performing other work duties for RTS, shall continue to observe City
19 Personnel Policies and Procedures; Policy E-3, Disciplinary
20 Procedures; Rule 11, Tardiness (Guide: three (3) times in a thirty day
21 period); of being ten (10) or more minutes late to work.
 - 22 D. Reasonable excuses for being late to work will continue to be
23 considered in voiding any discipline which may have otherwise been
24 applicable; such excuses being car trouble, extenuating
25 circumstances, etc. which can be documented or otherwise verified
26 by the department.

27 **ARTICLE 39**

28 **RTS MAINTENANCE**

29 39.1 It is the general policy of the City, in accordance with its maintenance
30 needs, to use its Maintenance employees for work for which they may be

1 qualified, reserving to the City the right to judge qualifications and ability of
2 the employee. Maintenance employees will perform all work assignments
3 to the best of their ability and endeavor to acquire all knowledge possible to
4 better enable them to perform their assignments well and efficiently. The
5 City will work with the Union to provide training opportunities, training
6 schedules, training programs, safety guidelines, job development programs
7 and other such concerns to the mutual benefits of the City and its
8 Maintenance personnel. Training will be done on special bid hours as
9 determined by the City and will include payment for travel time on Sunday, if
10 travel is required on Sunday.

11 39.2 Work assignment bidding. Maintenance employees will choose their work
12 shifts and established days off in accordance with the following procedure:

- 13 A. Bidding shall take place three times each fiscal year, corresponding
14 to the University of Florida semester schedule.
- 15 B. Bidding shall be done according to seniority in each job
16 classification.
- 17 C. Work assignments shall be posted for bid at least one week prior to
18 the effective date of the bid. Bidding will commence on the day after
19 posting with the senior most person in each job classification and will
20 continue in seniority order until all personnel have bid. Bidding must
21 be completed by the close of business on the Thursday prior to the
22 effective date of the bid. Those employees not available to bid
23 whenever it is their time to bid will leave their choices of work
24 assignment with the Shop Steward who will enter their choice of
25 work assignment on the bid shift in order to permit the bidding to
26 continue. Once an employee bids his choice of work assignment, no
27 employee may change his bid after the next employee has bid. All
28 employees will remain on their bid work assignment until the next
29 general bid unless another work assignment comes open because of
30 an employee vacancy or a new assignment becomes available within
31 the job classification in which the employee is qualified to bid.

- 1 D. Bidding of work assignments in a job classification will be determined
2 by seniority within the job classification.
- 3 E. Except as provided herein when vacancies occur in a department,
4 the Department Head may first consider those employees within
5 his/her department or among existing City employees and the
6 general public simultaneously for promotion or lateral transfer. Jobs
7 will be posted for seven (7) consecutive days, beginning on Monday
8 except in cases where Monday is a City observed holiday, on RTS
9 and Maintenance bulletin boards. This procedure recognizes that
10 the Transit Director is ultimately responsible for the efficient
11 operation of the Regional Transit System.
- 12 39.3 The City reserves the right to determine and schedule the number of
13 Maintenance personnel needed in each classification on each work shift.
- 14 39.4 Days off for each shift shall be consecutive, provided operational
15 considerations permit.
- 16 39.5 Layoff:
17 In the event of a reduction in the number of employees in any job
18 classification in the Maintenance Division due to lack of work, employees
19 shall be laid off in reverse order of their seniority within that classification.
20 Any employee affected will be given an opportunity to "bump" into a lower
21 job classification (seniority prevailing) to keep from being laid off, or may be
22 given an opportunity to cross-train for any vacant available position. In the
23 event of recall, such laid off employees shall be called back in reverse order
24 as they were laid off, and upon return, they shall assume the same position
25 of bidding seniority as they held at the time of layoff.
- 26 39.6 Overtime opportunities will be provided to each employee on a rotating
27 basis in each classification provided there is work available in the
28 classification. In the event the opportunity to work overtime is not accepted,
29 then such overtime may be assigned to the most junior employee in the
30 classification. It is understood by both management and the Union that an

- 1 employee assigned to a specific project may be permitted to complete the
2 project without being in violation of this section.
- 3 39.7 Employees shall not be required to take time off or change their day off in
4 order to prevent the payment of overtime.
- 5 39.8 Nothing in this Agreement shall be considered as to require the City to work
6 any employee at a rate of pay in excess of regular straight time pay by way
7 of offering overtime opportunities. All such overtime opportunities shall be
8 based on operational needs as determined by the City.
- 9 39.9 Employees within the Maintenance Division who are eligible for overtime,
10 after departing from his/her regularly scheduled shift, who are officially
11 ordered to and do report back to work, he/she shall receive compensation
12 for a minimum of two (2) hours at the applicable rate. The minimum time
13 provided herein does not apply if an early call-in period extends into the
14 start of the employee's regular work period.
- 15 39.10 Regular Mechanics who are assigned to and work the third shift, as
16 determined by the City, shall receive supplemental pay in the amount of
17 one dollar (\$1) per hour worked. This supplement shall not be paid when
18 leave is taken.
- 19 39.11 Transit Bus Certification Tests
- 20 Regular Mechanics who obtain and maintain H Series (Transit Bus
21 Certification Tests) certification through the National Institute for Automotive
22 Service Excellence shall receive supplemental pay in the amount of twenty
23 five cents (\$0.25) per hour for each test.
- 24
- 25 39.12 Maintenance personnel shall be permitted two (2) scheduled fifteen (15)
26 minute breaks per work day as established by the City and one (1) unpaid
27 thirty (30) minute lunch break per work day as established by the City.
- 28 39.13 Maintenance personnel must be dressed and ready to work when their shift
29 begins. There shall be permitted a fifteen (15) minute wash-up period at
30 the end of their work day.

- 1 39.14 A. The City shall provide uniforms and a laundry service for such
2 uniforms to all maintenance personnel.
- 3 B. The City shall reimburse Regular Mechanics and Vehicle Service
4 Attendants up to \$750.00 per year for the purchase of boots, jackets
5 and/or tools, and/or for the cost of resoling boots.
- 6 1. Boots and/or jackets shall not be purchased by the City, but
7 shall be reimbursed to the employee upon submission of a
8 valid receipt to the City. The allowance for one (1) pair of
9 boots shall not exceed \$250.00 per year. The allowance for
10 one (1) jacket shall not exceed \$75.00 per year. The
11 allowance for resoling boots shall not exceed \$100.00 per
12 year.
- 13 2. Regular Mechanics and Vehicle Service Attendants who are
14 required to furnish their own tools and who have completed
15 their initial probationary period will be reimbursed for the cost
16 of purchase and/or replacement of required tools by
17 submitting a valid receipt to the City. Mechanics and Vehicle
18 Service Attendants who are separated from the City prior to
19 the end of the fiscal year shall have a pro rata portion of the
20 cost of tools withheld from their last paycheck. It shall be the
21 responsibility of each Mechanic and Vehicle Service
22 Attendant to have the proper tools to perform work in his/her
23 classification as established by the City due to the nature of
24 their work. Employees must have their tools on the premises
25 and at their work location during working hours.
- 26 C. The City shall reimburse all other maintenance personnel up to
27 \$75.00 per year for the purchase of boots and/or jackets. Boots or
28 jackets shall not be purchased by the City, but shall be reimbursed to
29 the employee upon submission of a valid receipt to the City.

1 39.13 When a full workweek (Monday thru Sunday) of Vacation/PTO/Sick/PCLB
 2 Leave is taken, the employee will only be charged for a maximum of 40
 3 hours.

4
 5 When Vacation/PTO/Sick/PCLB Leave is taken for less than one full
 6 workweek (Monday thru Sunday) bid hours will be charged for each day of
 7 absence.

8
 9 **ARTICLE 40**

10 **OPEN ARTICLE**

11
 12 **ARTICLE 41**

13 **ENTIRE AGREEMENT**

14 41.1 The parties acknowledge that during negotiations which resulted in this
 15 Agreement, each had the unlimited right and opportunity to make proposals
 16 with respect to subjects or matters not removed by law from the area of
 17 collective bargaining. The understandings and agreements arrived at by
 18 the parties after the exercise of such right and opportunity are set forth in
 19 this Agreement.

20 41.2 The City and the Union, for the duration of this Agreement, agree that the
 21 other shall not be obligated to bargain collectively with respect to any
 22 subject or matter referred to or covered in this Agreement, but may, upon
 23 mutual agreement of both the City and the Union, bargain collectively on
 24 any subject or matter not known or contemplated by either or both parties at
 25 the time that they negotiated this Agreement. Moreover, it is expressly
 26 agreed that the City shall not be obligated to bargain over the effect on
 27 employees of its exercising any of its rights, whether such be in the nature
 28 of retained rights or expressly provided for in this Agreement.

29 41.3 This Agreement shall be effective upon ratification by the membership of
 30 Local No. 1579 and the City Commission and shall remain in full force and
 31 effect up to and including September 30, 2018.

1 41.4 Should either party desire to terminate, change or modify this Agreement or
2 any portion thereof, they shall notify the other party in writing on or before
3 March 1, 2018. Such notification shall include the Titles and Sections of the
4 Articles the party wishes to renegotiate and all other Articles will remain in
5 full force and effect from year to year thereafter.

6 41.5 Following the sending and receipt of the notice described above, the parties
7 shall follow the procedures contained in the Florida Public Employee
8 Relations Act toward the consummation of a new Agreement.

9
10

1 IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of
2 November, 2015.*

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The City of Gainesville, Florida

Local No. 1579
Amalgamated Transit Union

By: Signed original on file in Human Resources
RUSSELL BLACKBURN
CITY MANAGER

By: Signed original on file in Human Resources
MARY FRANCES FOLZ-DONAHUE
ATU PRESIDENT

APPROVED AS TO FORM AND LEGALITY:

By: Signed original on file in Human Resources
CITY ATTORNEY

City Bargaining Committee:
Scott Heffner
Steve Varvel
Jesus Gomez
Eustache Mine
Paul Starling
David Smith

ATU Bargaining Committee:
Mary Frances Folz-Donahue
Mark Joiner
Rodney Ivery
Desiree Heyliger
Terrance Dix
Sherry DeSue
Zefnia Durham III

*Date ratified by last party.

1
2

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City of Gainesville
 FY2015 – 2016 Pay Plan
 Regional Transit System
 Effective 10/1/2015

Grade	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
R1	\$11.5273			\$23,976.78		
R2	\$12.6260	\$15.1136	\$17.6011	\$26,262.08	\$31,436.29	\$36,610.29
RC1	\$10.0170	\$11.9265	\$13.8360	\$20,835.36	\$24,807.12	\$28,778.88
RC2	\$10.8182	\$12.8805	\$14.9428	\$22,501.86	\$26,791.44	\$31,081.02
RC3	\$11.6838	\$13.9111	\$16.1384	\$24,302.30	\$28,935.09	\$33,567.87
RC4	\$12.6381	\$15.1471	\$17.6561	\$26,287.25	\$31,505.97	\$36,724.69
RC5	\$13.5923	\$16.3831	\$19.1738	\$28,271.98	\$34,076.85	\$39,881.50
RC6	\$14.8156	\$17.8576	\$20.8995	\$30,816.45	\$37,143.81	\$43,470.96
RC7	\$16.1490	\$19.4647	\$22.7804	\$33,589.92	\$40,486.58	\$47,383.23
RC8	\$17.6023	\$21.2165	\$24.8307	\$36,612.78	\$44,130.32	\$51,647.86

NOTE: 2015 Living Wage Rate is \$11.6587 per hour

City of Gainesville
 FY2016 – 2017 Pay Plan
 Regional Transit System
 Effective 10/1/2016

Grade	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
R1	\$11.5273			\$23,976.78		
R2	\$12.6260	\$15.2016	\$17.7771	\$26,262.08	\$31,619.33	\$36,976.37
RC1	\$10.0170	\$11.9957	\$13.9744	\$20,835.36	\$24,951.06	\$29,066.75
RC2	\$10.8182	\$12.9552	\$15.0922	\$22,501.86	\$26,946.82	\$31,391.78
RC3	\$11.6838	\$13.9918	\$16.2998	\$24,302.30	\$29,102.94	\$33,903.58
RC4	\$12.6381	\$15.2354	\$17.8327	\$26,287.25	\$31,689.63	\$37,092.02
RC5	\$13.5923	\$16.4789	\$19.3655	\$28,271.98	\$34,276.11	\$40,280.24
RC6	\$14.8156	\$17.9621	\$21.1085	\$30,816.45	\$37,361.17	\$43,905.68
RC7	\$16.1490	\$19.5786	\$23.0082	\$33,589.92	\$40,723.49	\$47,857.06
RC8	\$17.6023	\$21.3407	\$25.0790	\$36,612.78	\$44,388.66	\$52,164.32

NOTE: 2015 Living Wage Rate is \$11.6587 per hour

City of Gainesville
 FY2017 – 2018 Pay Plan
 Regional Transit System
 Effective 10/1/2017

Grade	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
R1	\$11.5273			\$23,976.78		
R2	\$12.6260	\$15.2905	\$17.9549	\$26,262.08	\$31,804.24	\$37,346.19
RC1	\$10.0170	\$12.0656	\$14.1141	\$20,835.36	\$25,096.45	\$29,357.33
RC2	\$10.8182	\$13.0307	\$15.2431	\$22,501.86	\$27,103.86	\$31,705.65
RC3	\$11.6838	\$14.0733	\$16.4628	\$24,302.30	\$29,272.46	\$34,242.62
RC4	\$12.6381	\$15.3246	\$18.0110	\$26,287.25	\$31,875.17	\$37,462.88
RC5	\$13.5923	\$16.5758	\$19.5592	\$28,271.98	\$34,477.66	\$40,683.14
RC6	\$14.8156	\$18.0676	\$21.3196	\$30,816.45	\$37,580.61	\$44,344.77
RC7	\$16.1490	\$19.6937	\$23.2383	\$33,589.92	\$40,962.90	\$48,335.66
RC8	\$17.6023	\$21.4661	\$25.3298	\$36,612.78	\$44,649.49	\$52,685.98

NOTE: 2015 Living Wage Rate is \$11.6587 per hour

ATU



DRUG-FREE WORKPLACE PROGRAM

Revised 2006

AMALGAMATED TRANSIT UNION
DRUG-FREE WORKPLACE PROGRAM

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DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

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

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

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures, as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings related to various public sector and private sector employees working in safety-sensitive and "special risk" positions throughout inter- and intrastate commerce. At such time as the regulations implemented pursuant to the Omnibus Transportation Employee Testing Act of 1991 or other regulatory requirements become applicable to City employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. As determined by management, based upon additional information or experience, such additional techniques and procedures (those which are not required by § 440.101-.102 and addenda hereto) may be unilaterally, and without notice, altered, or eliminated from the remainder of this program, and shall not impact this program's continuing compliance

with § 440.101-.102, Fla. Stat. (2002). Except as provided for in this Section I, modifications to the Program authorizing the use of additional testing techniques, testing for additional drugs, or creating additional situations for testing (Section VII) the City will follow any stated requirements for notice to, or discussion with, employees or their agents.

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

II. SCOPE

All employees are covered by this program and, as a condition of employment, are required to abide by the terms of this program. Supplemental programs for DOT covered employees and Police Officers and Firefighters may also apply. Any employee in doubt as to the requirements or procedures applicable to their situation may contact the City Human Resources Department for information.

III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION

- A. The City will give a general one-time notice to all employees that the City prohibits its employees from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its property, or while its employees are at work; that it is against City policy to report to work or to work under the influence of drugs; that it is a condition of employment to refrain from using nonprescription drugs or alcohol on the job, or abusing legal drugs on or off the job such that it affects their job; and that a drug testing program is being implemented.
- B. Prior to testing, all employees will be given a summary of the Drug-Free Workplace Program, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs, and a list of local alcohol and drug rehabilitation programs.
- C. A notice of drug testing will be included with all job vacancy announcements for which drug testing is required. A notice of the City's drug testing program will also be posted in appropriate and conspicuous locations on the City's premises and copies of the program will be made available for inspection during regular business hours in the Human Resources Department.

IV. DEFINITIONS

The definitions of words and terms as set forth in § 440.02(1) and § 440.102(1), Fla. Stat. (2002), and the Agency for Health Care Administration, Drug-Free Workplace Standards (59A-24, F.A.C.) shall apply to the words and phrases used in this program unless the context clearly indicates otherwise. When the phrase “drug and alcohol” testing, use, etc., is used in connection with different testing mechanisms, prohibitions or causes for testing, “drug” includes all of the below listed substances except alcohol. “Drug” otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which defines “drug” as follows:

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

V. ALCOHOL USE PROHIBITIONS

- A. The consumption of alcohol on City property or while on duty (during working hours, while at work, etc.) is prohibited and will result in disciplinary action, up to and including dismissal. The prohibition of consumption of alcohol upon City property or on duty does not, however, apply to those assignments, premises, or events at which consumption of alcohol is authorized by management. Such authorization does not encourage, sanction, or authorize any individual to consume alcohol in excess to a point of being intoxicated. Therefore, any employee at an event, who in the sole opinion of the Management becomes intoxicated, must refrain from further consumption of alcohol and, upon request by Management, leave the function. Failure to comply with the request constitutes a violation of the program and will subject the employee to disciplinary action.
- B. Off-duty use of alcohol may adversely affect an employee’s job performance or adversely affect or threaten to adversely affect other interests of the City, including, but not limited to, the employee’s relationship to his/her job, fellow workers’ reputations, or goodwill in the community. Disciplinary action, up to and including dismissal, may be imposed on this basis.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, or locker) of alcohol on City property or during working hours will result in disciplinary action, up to and including dismissal.

- D. It is against the City's program and a violation of City policy to report to work or to work under the influence of alcohol.
- E. For purposes of implementing this policy, an employee is presumed to be under the influence of alcohol if a chemical breath alcohol test shows a concentration of alcohol of .04% or higher.
- F. An employee who Management has reason to suspect is under the influence of alcohol will be removed immediately from the workplace and will be tested and evaluated by authorized personnel selected by Management, if reasonably available. The City will take further action (i.e., further testing, referral to counseling, and/or disciplinary action) based on medical information, work history, and other relevant factors. The determination of appropriate action in each case rests solely with the City.
- G. Failure to pass a chemical breath alcohol test will result in further confirmatory breath alcohol testing or disciplinary action, up to and including dismissal.
- H. Efforts to tamper with, or refusal to submit to a chemical breath alcohol test will subject the employee to dismissal.
- I. Employees arrested for an alcohol-related incident, as indicated on the arrest report, shall notify, as soon as feasible, but in any event no later than 24 hours after the arrest, the City management representative having direct administrative responsibility for the arrested employee of the arrest if the incident occurs:
 - 1. During working hours, or
 - 2. While operating a City vehicle, or
 - 3. While operating a personal vehicle on City business.

Failure to comply with this subsection will result in disciplinary action up, to and including dismissal.
- J. Violations of alcohol use prohibitions can subject an employee to disciplinary action, up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

VI. DRUG USE PROHIBITIONS

- A. The use, sale, purchase, possession, manufacture, distribution, or dispensation of nonprescription drugs or their metabolites on City property or while at work

(while on duty, during working hours, etc.) is a violation of the City's Program and is just cause for immediate dismissal.

- B. Reporting to work, or working, under the influence of nonprescription drugs is a violation of the City's Program and is just cause for immediate dismissal.
- C. For purposes of this program, an employee is presumed to be under the influence of drugs if a urine test or other authorized testing procedure shows a forensically acceptable positive quantum of proof of drug usage as set forth by federal guidelines as established by the U.S. Department of Transportation.
- D. Legal medications (over-the-counter) or prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any over-the-counter medications or prescription drugs which might impair safety, performance, or motor functions shall advise his direct management representative of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If Management determines that the impairment does not pose a safety risk, the employee will be permitted to work. Otherwise, Management may temporarily reassign the employee or place the employee in an appropriate leave status during the period of impairment.

Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Improper use of prescription drugs includes, but is not limited to, use of multiple prescriptions of identical or interchangeable drugs, and/or consumption of excessive quantities of individual or therapeutically interchangeable drugs, and/or inappropriately prolonged duration of consumption of drugs, and/or consumption of prohibited drugs for other than valid medical purposes. For the purpose of this Program, consumption of any drug by the employee of more than the manufacturer's maximum recommended daily dosage, or for a longer period of time than recommended, or of any prohibited drug prescribed for or intended for another individual, or for other than a valid medical purpose shall be construed to constitute improper use. Excessive or inappropriate prescribing by the prescriber or prescribers shall NOT constitute a defense for the employee. Prescription medication shall be kept in its original container if such medication is taken during working hours or on City property.

- E. Refusal to submit to or efforts to tamper with a drug test will subject the employee to dismissal.
- F. Except as provided herein, failure to pass a drug test will result in disciplinary action, up to and including dismissal.

Violations of drug prohibitions can subject an employee to disciplinary action up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

VII. TESTING

A. Reasonable Suspicion Testing

1. “Reasonable suspicion testing” means drug testing based on a belief that an employee is using, or has used drugs in violation of the City’s program, on the basis of specific, contemporaneous, physical, behavioral or performance indicators of probable drug use.

Two management representatives shall substantiate and concur in the decision to test said employee, if feasible. Only one management representative need 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 asked to immediately submit to a drug test(s). . When chemical breath testing (or other reliable mechanisms 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 breath or urine shall be documented by the management representative on the Substance Abuse Investigation Report Form which must be completed as soon as practicable, but no later than seven (7) 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 that form the basis for such reasonable suspicion. The documentation shall be forwarded to the Department Head or designee to authorize the drug test of an employee.

The Department Head 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” may include but are not limited to:

- 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 that 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 Department Head 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.

The following will be deemed reasonable suspicion and may provide a sufficient basis for requesting a drug test at the direction of the Department Head or designee:

- e. Violent or Threatening Behavior - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent and/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 and/or threatening behavior against a fellow employee or a citizen, upon a second or subsequent episode of similar behavior/conduct (within twelve 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 and/or tardiness, a continued poor record (within twelve months) that warrants a

second or subsequent suspension action may result in a request for a drug test.

- h. Odor: Odor of cannabis or alcohol upon the person.

B. Performance Related Accident Testing

1. In case of a fatality, any employee involved in the accident should be tested for drugs and alcohol.
2. In the case of a vehicular accident, not involving a fatality, the driver should be tested for drugs and alcohol if in the reasonable judgment of investigating public safety officials or supervisory personnel, the driver could not be absolved of any fault for the accident and either or both of the following apply:
 - a. Any vehicle involved in the accident has disabling damage that would prevent the vehicle from continuing in operation without causing additional damage to the vehicle;
 - b. Any person involved in the accident requires medical treatment away from the scene of the accident. An accident may consist of injury to occupants of the bus even if there is no physical damage to the bus.
3. In the case of a non-vehicular accident, not involving a fatality, all employees who could not be absolved from contributing to the accident will be tested for drugs or alcohol if:
 - a. Any person involved in the accident receives medical treatment away from the scene of the accident, or
 - b. The total damage caused by the accident meets or exceeds \$2,500.

C. Return to Duty Testing

An employee who does not pass a chemical breath alcohol or urine drug test may not return to work until meeting at least the following requirements:

1. The employee must pass a drug test administered under this program.
2. The Substance Abuse Professional (SAP) must approve the employee for return to work.

3. The employee must agree to participate in and successfully complete any alcohol or drug evaluation, counseling or rehabilitation program prescribed by the SAP.
4. The employee must agree to submit to periodic, unannounced drug tests for a period of up to 60 months.

D. Position Change Testing

Employees moving to a position requiring pre-employment testing, shall be required to successfully pass the pre-employment drug and/or alcohol test required for that position and shall be subject to random testing if required by the position.

E. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program not related to the employee's failure to pass a drug test, the employee shall submit to a drug test prior to return to duty and be cleared for return by the, SAP and, unless otherwise agreed to by the City, submit to drug tests as a follow-up to such program on at least an annual basis for a period of 24 months thereafter, as determined by the City. Advance notice of the follow-up test shall not be given to the employee.

F. Routine Fitness for Duty

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

G. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations.

H. Refusal to Test

Employees who refuse to submit to a chemical breath alcohol or urine drug test administered in accordance with this program forfeit their eligibility for all workers' compensation medical and indemnity benefits and will be subject to dismissal.

VIII. TESTING PROCEDURE

A. Tested Substances

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

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

B. Designated Laboratory

Because of the potential adverse consequences of positive 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 Designated Employer Representative (DER) in the Health Services Department..

C. Notification of Prescription Drug Use

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. 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, that may alter or affect a drug test.

D. Testing of Injured Employees

An employee injured at work and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a

designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility under the procedures set forth in this program and transported to an approved testing laboratory. No specimen will be taken prior to the administration of emergency medical care. An injured employee must authorize release to the City the result of any tests conducted for the purpose of showing the presence of alcohol or drugs.

E. Body Specimens

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

F. Cost of Testing

The City will pay the cost of initial and confirmation drug tests, which it requires of employees. An employee will pay the cost of any additional drug test not required by the City.

G. Collection Site, Work Site

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

3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen, and transportation of the specimen to the laboratory as applicable will meet state or federal rules and guidelines.

H. Collection Site, Work Site, Personnel

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

1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

In the case of a chemical breath test, utilizing evidential breath test (EBT) devices, a technician licensed pursuant to federal regulations. In the case of other reliable mechanisms, a management representative who has received training in administering the test and analyzing the results.

I. Testing Laboratory

1. The laboratory used to analyze initial or confirmation chemical breath or urine specimens will be licensed or certified by the appropriate regulatory agencies to perform such tests.
2. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with applicable state or federal laws and rules established by the Agency for Health Care Administration of the U.S. Department of Transportation.
3. The laboratory or Medical Review Officer will provide assistance to the employee for the purpose of interpreting any positive confirmed test results.

J. Initial Tests

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

Alcohol	0.04% concentration
Amphetamines	1,000ng/mL
Cannabinoids	50ng/mL
Cocaine	300ng/mL
Phencyclidine	25ng/mL
Methaqualone	300ng/mL
Opiates	2,000ng/mL
Barbiturates	300ng/mL
Benzodiazepines	300ng/mL
Synthetic Narcotics:	
Methadone	300ng/ml
Propoxyphene	300ng/ml

K. Confirmation Tests

All urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration. Chemical breath alcohol testing will be confirmed using an Evidential Breath Testing (EBT) device or an Alcohol Screening Device (ASD). All confirmation will be done by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory and recorded as “greater than highest standard curve value.” The following confirmation cutoff levels will be used when analyzing specimens to determine whether they are positive or negative for these drugs and metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	0.04% concentration
Amphetamines	500ng/mL
Cannabinoids	15ng/mL
Cocaine	150ng/mL
Phencyclidine	25ng/mL
Methaqualone	150ng/mL
Opiates	2,000ng/mL
Barbiturates	150ng/mL
Benzodiazepines	150ng/mL
Synthetic Narcotics:	
Methadone	150ng/mL
Propoxyphene	150ng/mL

IX. TEST RESULTS (Chemical Breath Alcohol and Drug Urine)

A. Reporting Results

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result report. The laboratory should report all drug test results (both positive and negative) to the MRO. The name and address of the current MRO is on file with the Manager of Employee Health Services. The MRO is employed by the City and is not an employee of the drug testing laboratory. The collection site will report all positive and negative alcohol results directly to the Designated Employer Representative as soon as the tests are completed.
2. The collection site/laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug or for alcohol.
3. The laboratory will transmit drug test results in a timely manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
4. The MRO will verify that positive and negative test results were properly analyzed and handled according to applicable federal and state laws. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s) reported by the lab, verifying by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures, and determine if any alternative medical explanations caused a positive test result. This determination by the MRO may include conducting a medical interview with the tested individual, review of the individual's medical history or the review of any other relevant bio-medical factors. The MRO shall also review all medical records made available by the tested individual. The MRO may request the laboratory to provide quantification of test results.
5. The MRO will (1) notify the Designated Employer Representative of negative results, or (2) contact the employee regarding a confirmed positive test result and make such inquiry as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test result. In this latter case, the MRO will follow the procedure set forth in either the Agency for Health Care Administration or D.O.T. rules for providing the employee the opportunity to present

relevant information regarding the test results. After following the appropriate procedures, the MRO will notify the City in writing of any verified positive test results. If the MRO after making and documenting all reasonable efforts is unable to contact the employee to discuss positive test results, the MRO will contact a designated management official to arrange for the employee to contact the MRO. The MRO may verify a positive test without having communicated to the employee about the results of the test, if (1) the employee declines the opportunity, or (2) within two days after contacting the designated management official the employee has not contacted the MRO. Further, employees or applicants must cooperate fully with the MRO. Failure to meet with the MRO upon his or her request or failure to promptly provide requested information will result in an employee immediately being placed on suspension without pay and may result in discharge.

6. Within five (5) working days after the City receives a positive, confirmed and verified test result from the MRO, the City will notify the employee in writing of such test results, the consequences of such results, and the options available to the employee, including the right to file an administrative or legal challenge. Notification shall be mailed certified or hand delivered. Hand delivery is the preferred method of providing notice to employees. Mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after mailing, whichever occurs first.
7. The City will, upon request, provide to the employee a copy of the test results.
8. Unless otherwise instructed by the City in writing, all written records pertaining to a given specimen will be retained by the drug testing laboratory for a minimum of five (5) years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of one (1) year, all confirmed positive specimens. Within this one- (1) year period the City, employee, MRO or Agency for Health Care Administration may request in writing that the laboratory retain the specimen for an additional period of time. If no such request, or notice of challenge (See B3 below) is received, the laboratory may discard the specimen after one (1) year of storage.

B. Challenges to Test Results

1. Within 72 working hours after receiving notice of a positive, confirmed and verified test result from the City or the MRO, the employee may submit information to the City explaining or contesting the test results, stating why the results do not constitute a violation of this program. The

employee will be notified in writing if the explanation or challenge is unsatisfactory to the City. This written explanation will be given to the employee within fifteen (15) days of receipt of the explanation or challenge, and will include why the employee's explanation is unsatisfactory, along with the report of positive result. All such documentation will be kept confidential and will be retained for at least one (1) year.

2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City personnel policies or collective bargaining agreements.
3. When an employee undertakes an administrative or legal challenge to the test results, it shall be the employee'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(s) shall be retained by the laboratory until final disposition of the case or administrative appeal.
4. The Agency for Health Care Administration, employer or MRO detecting a false positive error shall immediately notify the laboratory and the employee's management representative to whom the false positive test result was reported.

C. Employee Protection

1. During the 72-hour period after the employee's receipt of the City's written notification of a positive test result, the employee may request that the City have the split sample portion of the specimen retested, at the employee's expense. The retesting must be done at another Agency for Health Care Administration licensed laboratory. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the City will be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody for such transfer.
2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.

4. The City will not dismiss, discipline, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation test.
5. The City will not dismiss, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while in the employ of the City, for a drug-related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol or drug rehabilitation program. This shall not prevent follow-up testing as required by this program.

X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action. Employees may contact Employee Health Services for the name of the City's EAP.
- B. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self referral for treatment.
- C. However, use of the EAP or other community resources will not shield the employee from appropriate disciplinary action for violations of the City's Drug-Free Workplace Program if such violations come to the City's attention through other means, including, but not limited to, reports from employees or outsiders, direct observation, or drug testing.
- D. Participation in any evaluation, treatment, or counseling program will be at the employee's expense, unless participation in the particular program is required by the City, or unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

XI. INVESTIGATION

- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.

- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City's Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection will be grounds for dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.
- F. Because the City's primary concern is for the safety of its employees, the public and their working environment, the City will not normally seek prosecution in matters involving mere possession of illegal substances discovered solely as a result of search under this section. However, the City will turn over all confiscated drugs and drug paraphernalia to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

XII. ARREST FOR DRUG-RELATED CRIME

A. Notification

As a condition of employment, each employee obligates himself or herself to notify his or her appropriate management representative of the arrest for any alleged violation of or conviction under any criminal drug statute, including but not limited to, offenses described in Section 316.193, Chapter 859 and Chapter 893, Fla. Stat. (2002). Except for the more immediate notice required under Article V.I. of this program, the employee shall give the required notice within 48 hours of such event. Failure to notify will result in dismissal.

B. Arrests

If an employee is arrested on a charge of commission of a drug-related crime, the City will perform a preliminary investigation of all of the facts and circumstances surrounding the alleged offense, and City officials may utilize the drug-testing procedures in accordance with this program. In most cases, the arrest for a drug-related crime, except off-duty alcohol use, will constitute reasonable suspicion of drug use under this program. However, information on drug test results shall not

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

During the preliminary investigation, an employee may be placed on leave with pay, if applicable, or removed from his/her assignment/position. After the preliminary investigation is completed, but in no event later than fifteen (15) days after the employee's department head learns of the arrest, normal personnel procedures shall be implemented.

XIII. CONFIDENTIALITY

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

XIV. RECORDS AND TRAINING

A. Resource File

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

B. Individual Test Results

1. The MRO and the City's Employee Health Services shall be the sole custodians of individual positive test results.
2. The MRO and the City shall retain the reports of individual positive test results for a period of five (5) years.

3. The City shall keep confidential and retain for at least one (1) year an employee's challenge or explanation of a positive test result, the City's response thereto, and the report of positive result.
4. The City shall keep all negative test results for five (5) years.

C. General Records of the City

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

D. Drug Training Program

1. The City shall establish and maintain a Drug Training Program. The Program shall, at a minimum, include the following:
 - a. A written statement on file and available for inspection at its Human Resources Department outlining the Program.
 - b. At least an annual educational and training component for employees which addresses drugs; and
 - c. An educational and training component for all supervisory and managerial personnel which addresses drugs.
2. The educational and training components described in D.1.b and D.1.c above shall include the following:
 - a. The effects and consequences of drug use on personal health, safety and work environment.
 - b. The manifestations and behavioral changes that may indicate drug use or abuse.
 - c. Documentation of training given to employees, supervisory and management personnel.

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