

AGREEMENT BETWEEN THE
CITY OF GAINESVILLE

AND

FIRE DISTRICT CHIEFS
OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL NO. 2157

OCTOBER 1, ~~2011~~2014 -- SEPTEMBER 30,
~~2014~~2017

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PREAMBLE

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

ARTICLE 1
RECOGNITION

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- 4 1.1 The employer recognizes the Union as the sole and exclusive representative
5 for the purposes of collective bargaining for the following Gainesville Fire
6 Rescue Department classification: Fire District Chief, as certified by the Public
7 Employees Relations Commission of the State of Florida, Certification number
8 ~~DC-98052~~[1249](#).
- 9 1.2 The Union recognizes the City Manager of the City or his/her designated
10 representative as the sole representative of the City of Gainesville for the
11 purpose of collective bargaining.
- 12 1.3 The City recognizes the President of the Union or his/her designated
13 representative as the official spokesperson between the Union and the City.
- 14 1.4 The members covered by this agreement shall appoint a representative to
15 participate in any matter relating to the negotiation or interpretation of this
16 Agreement, or any other working condition covering members of this
17 Bargaining Unit.

ARTICLE 2
DURATION

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22 2.1 This Agreement and its appendages constitute the complete Agreement
23 between the parties.
- 24 2.2 Upon ratification by the Union and the City Commission, this Agreement shall
25 remain in effect until September 30, ~~2014~~[2017](#).
- 26 2.3 This Agreement shall be automatically renewed from year-to-year after
27 September 30, ~~2014~~[2017](#), unless either party notifies the other, in writing, prior
28 to April 1st of the expiration year, that it desires to modify this Agreement. Such
29 notification shall include the titles and sections of the articles the parties wish to
30 re-negotiate.

1 2.4 This Agreement shall remain in full force and effect during the period of
2 negotiations for a modification of this Agreement.

3 2.5 Except as otherwise expressly provided for herein, the terms of this Agreement
4 shall be effective beginning with the first full pay period following ratification by
5 the City Commission.

6

7

ARTICLE 3

8

UNION SECURITY AND CHECK OFF

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10 3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall
11 have the right to join or not to join the Union as they individually prefer. It is
12 agreed that there shall be no discrimination for or against any employee
13 because of membership in said organization and likewise, no employee shall be
14 discriminated against for non-membership in the Union.

15 3.2 The City agrees to deduct each payday dues and uniform assessments in an
16 amount certified to be current by the Secretary-Treasurer of the Local Union
17 from the pay of those employees and retirees who individually request in writing
18 that such deductions be made. Remittance shall be made by the City to the
19 Secretary-Treasurer of the Union. Changes in such deductions will be similarly
20 certified to the City in writing and shall be done at least thirty (30) days prior to
21 the effective date of such change. The City's remittance will be deemed correct
22 if the Union does not give written notice to the City within fourteen (14) calendar
23 days after the remittance is received, of its belief, with reason(s) stated
24 therefore, that the remittance is incorrect. This dues authorization may be
25 revoked by the employee or retiree upon thirty (30) days written notice to the
26 City and to the Union.

27 3.3 No deduction shall be made from the pay of any employee or retiree for any
28 payroll period in which the employee's net earnings for that payroll period, after
29 other deductions, are less than the amount of dues to be checked off.

30 3.4 The Union shall indemnify, defend and hold the City harmless against any and
31 all claims, demands, suits, or other forms of liability that shall arise out of or by

1 reason of action taken or not taken by the City in reliance upon documents or
2 cards or other information furnished to the City by the Union in complying with
3 any of the provisions of this Article. The Union assumes full responsibility for
4 the disposition of the monies so deducted once they have been turned over to
5 the Secretary-Treasurer of the Union.

6
7 **ARTICLE 4**
8 **NON-DISCRIMINATION**
9

10 4.1 Employees of the City shall have the right to form, join, and participate in, or to
11 refrain from forming, joining or participating in any employee organization of
12 their own choosing. No employee shall be intimidated, restrained, coerced or
13 discriminated against by either the City or the Union because of the exercise of
14 these rights.

15 4.2 The City and the Union shall apply the provisions of this Agreement equally to
16 all employees without discrimination because of age, sex, race, color, religion,
17 national origin, political affiliation, disability, marital status, or membership or
18 non-membership in the Union as required by applicable federal or state law. In
19 addition, the City and the Union shall apply the provisions of this Agreement
20 equally to all employees without discrimination because of sexual orientation or
21 gender identity as required by applicable City ordinance or City policy.

22 4.3 Any grievance which alleges that an employee was discriminated against in the
23 terms and conditions of their employment, because of his or her age, sex, etc.
24 (the reasons described in 4.2 above), shall be handled in the grievance
25 procedure only through the third step and shall not be processed through
26 arbitration.

27 4.4 In interpreting this article, an arbitrator shall have no authority to modify, amend,
28 ignore, add to, subtract from, or otherwise alter or supplement this agreement or
29 any part thereof, or make any amendment thereto.
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1 **ARTICLE 5**

2 **LIABILITY**

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- 4 5.1 Liability shall be administered in accordance with City of Gainesville Human
5 Resources Policy number G-4. The City will not substantially modify
6 application of this policy, as pertains to Fire District Chiefs, unless the union is
7 provided an opportunity to negotiate in accordance with Chapter 447, Florida
8 Statutes, concerning the change.

9

10 **ARTICLE 6**

11 **CONTRACT SAVING CLAUSE**

- 12
- 13 6.1 Should any provision of this Agreement be declared unlawful, unenforceable, or
14 not in accordance with applicable statutes by a court of competent and final
15 jurisdiction or by a legislative authority, all other provisions of this Agreement
16 shall remain in full force and effect for the duration of this Agreement.
- 17 6.2 Both parties shall meet to re-negotiate said provisions within thirty (30)
18 calendar days.

19

20 **ARTICLE 7**

21 **TRANSFER OF DEPARTMENT AGREEMENT**

- 22
- 23 7.1 The City agrees that in the event of a transfer of the Fire Department or its
24 functions to any other legal entity, all rights and benefits of the transferred
25 employees guaranteed under this Agreement shall be continued for the term of
26 this Agreement.
- 27

1 **ARTICLE 8**

2 **MANAGEMENT RIGHTS**

3
4 8.1 It is the right of the Public Employer to determine unilaterally the purposes of
5 each of its constituent agencies, set standards of services to be offered to the
6 public, and exercise control and discretion over its organization and operations.

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

24 8.3 If, in the sole discretion of the City Manager, ~~or his/her designee,~~ it is
25 determined that civil emergency conditions exist, including but not limited to,
26 riots, civil disorders, severe weather conditions or similar catastrophes, the
27 provisions of this Agreement may be suspended by the City Manager, ~~or his/her~~
28 ~~designee,~~ during the time of the declared emergency, provided that wage rates
29 and monetary fringe benefits shall not be suspended. Should an emergency
30 arise, the Union President shall be advised as soon as possible of the nature of
31 the emergency.

ARTICLE 9**PROHIBITION OF STRIKES**

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

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

ARTICLE 10**OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**

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17
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20 10.1 Outside Employment or Business Activity shall be administered in accordance
21 with City of Gainesville Human Resources Policy number E-7. The City will
22 not substantially modify application of this policy, as pertains to Fire District
23 Chiefs, unless the union is provided an opportunity to negotiate in accordance
24 with Chapter 447, Florida Statutes, concerning the change.
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ARTICLE 11**TOBACCO USE PROHIBITION**

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2
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4 11.1 The Surgeon General of the United States has determined that the use of
5 tobacco products, particularly cigarettes, contributes to the development of a
6 number of heart and lung diseases.

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

10 Due to the documented effects of tobacco use and the special hazards and
11 exposures associated with the occupation of firefighting, the City and Union
12 agreed to the following:

- 13 1. Individuals promoted to the rank of Fire District Chief after October 1,
14 1999 are prohibited from using tobacco products.
- 15 2. The Union agrees that this policy itself will not be grieved.
- 16 3. The City agrees to provide courses to stop the use of tobacco for those
17 employees wishing to quit tobacco use.

ARTICLE 12**EMPLOYEE ASSISTANCE PROGRAM**

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22 12.1 Employee Assistance shall be administered in accordance with City of
23 Gainesville Human Resources Policy number B-2. The City will not
24 substantially modify application of this policy, as pertains to Fire District
25 Chiefs, unless the union is provided an opportunity to negotiate in accordance
26 with Chapter 447, Florida Statutes, concerning the change.
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ARTICLE 13**DISCHARGE AND DISCIPLINE**

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- 3
- 4 13.1 Employer reserves the right to discipline or discharge any employee for just
5 cause. It is understood by the parties that employees are subject to all
6 applicable rules and regulations of the City and the Fire Department.
- 7 13.2 Any official written reprimand shall be furnished to the employee outlining the
8 reason for the reprimand. The employee will be requested to sign the
9 statement; however, signature does not necessarily imply agreement. If the
10 employee refuses to sign, this refusal shall be noted and placed in the
11 employee's personnel file. Whenever possible, the City will make every effort to
12 reprimand an employee in a private manner so as to avoid embarrassing the
13 employee.
- 14 13.3 Disciplinary actions involving discharge, demotion and suspension with loss of
15 pay may be subject to the grievance provisions of this Agreement. Written
16 Instruction and Cautioning (Employee Notices) are subject to the grievance
17 provisions of this Agreement. Written and verbal warnings (memorandums) are
18 not subject to the grievance provisions of this Agreement, and are not placed in
19 personnel files at the Human Resources Department. Such warnings are not to
20 be considered a "first offense" under City Human Resources Policy E-3.
- 21 13.4 Any discharged employee who has completed his/her probationary period shall
22 have the right to appeal said discharge directly to the third step of the grievance
23 procedure provided such appeal is made within seven (7) calendar days from
24 the effective date of such action.
- 25 13.5 The discharge or layoff of probationary employees on initial hire or rehire shall
26 not be subject to the grievance procedure of this Agreement.
- 27 13.6 Any employee, upon request, shall be entitled to Union representation at
28 disciplinary interviews or conferences, in accordance with law.
- 29 13.7 Any oral or written warning in an employee's file shall not be considered in any
30 subsequent disciplinary actions after eighteen (18) months from the date of

1 issue provided there have been no further violations of a similar nature by the
2 same employee during this period.

3 13.8 When imposing incremental discipline, the Fire Chief will not use prior
4 disciplinary action for infractions of the same rule that have occurred more than
5 eighteen (18) months prior to the date of the current violation under
6 consideration.

7 13.9 However, the above 13.7 and 13.8 may be considered as part of the overall
8 disciplinary record when used as justification for discharge.

9 13.10 All investigations of bargaining unit personnel shall adhere to Firefighter Bill of
10 Rights.

11 **ARTICLE 14**

12 **GRIEVANCE PROCEDURE**

13
14 14.1 A grievance is defined as a claim reasonably and suitably founded concerning
15 the alleged violation of the interpretation and application of the express
16 provisions of this Agreement.

17 14.2 Rules for Grievance Processing:

18 It is agreed:

19 A. A grievance must be brought forward within six (6) days after the
20 employee, through use of reasonable diligence, should have obtained
21 knowledge of the occurrence of the event giving rise to the grievance.

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

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

29 D. In computing time limits under this Article, Saturdays, Sundays and City
30 Designated Holidays in this Agreement shall not be counted.

1 E. When a grievance is reduced to writing, there shall be set forth in the
 2 space provided on the grievance form provided by the Employer all of
 3 the following:

- 4 (1) A complete statement of the grievance and facts upon which
 5 it is based;
 6 (2) The section or sections of this Agreement claimed to have
 7 been violated; and
 8 (3) The remedy or correction requested.

9 F. An employee, upon request, shall be entitled to Union representation in
 10 accordance with the provisions of this Agreement at each and every
 11 step of the grievance procedure set forth in this Agreement. This shall
 12 not be construed as requiring the Union to represent a non-member.

13 G. Employees will follow all written and verbal directives, even if such
 14 directives are allegedly in conflict with the provisions of this Agreement.
 15 Compliance with such directives will not in any way prejudice the
 16 employee's right to file a grievance within the time limits contained
 17 herein nor shall compliance affect the ultimate resolution of the
 18 grievance. No employee or groups of employees may refuse to follow
 19 directions pending the outcome of a grievance.

20 14.3 Any grievance filed shall systematically follow the grievance procedure as
 21 outlined herein and shall adequately set forth the facts pertaining to the alleged
 22 violation:

23 STEP ONE: An employee who has a grievance may, with or without
 24 Union representation, submit it in writing to the immediate
 25 supervisor. The immediate supervisor shall hold a meeting
 26 within six (6) days of receipt of the grievance and give a
 27 written response to the employee within six (6) days after
 28 holding such meeting. The aggrieved employee, upon
 29 his/her request, may be accompanied at this meeting, by the
 30 Union representative. A grievance which involves a
 31 disciplinary action authorized by the Fire Chief may be

1 appealed directly to the second step of the grievance
2 procedure.

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

10 STEP THREE: If the appeal is not settled at Step 2, the aggrieved
11 employee or the Union may submit a written appeal to the
12 City Manager within six (6) days after the Step 2 answer was
13 due and shall be signed by the employee and the Union
14 representative. The City Manager or designee shall hold a
15 meeting within six (6) days of receipt of the request and give
16 a written response to the employee and the Union within six
17 (6) days after holding such meeting.

18 14.4 If the grievance is not settled in accordance with the foregoing procedure, the
19 Union may request arbitration by serving written notice of intent to appeal on
20 the Human Resources Director within ten (10) days after receipt of the City's
21 response in Step 3. A copy is to be provided to the Office of the City
22 Manager. The written notice shall include a copy of the previous grievance
23 which must state the facts of the case and list the article(s) and the section(s)
24 of such article(s) of this contract alleged to have been violated. If the
25 grievance is not appealed to arbitration within said ten (10) days, the City's
26 Step 3 answer shall be final and binding.

27 14.5 Within ten (10) calendar days after receipt of the request for arbitration, the
28 party requesting arbitration shall complete a "Request For Arbitration Panel
29 Form" and submit it along with a check for one-half ($\frac{1}{2}$) the cost of the panel
30 to the Human Resources Director who shall sign and submit it to the Federal
31 Mediation and Conciliation Service (FMCS). The panel shall be for seven (7)

1 arbitrators; unless the parties can mutually agree on an arbitrator to hear the
2 grievance. This panel shall consist of arbitrators residing in Florida unless the
3 parties agree otherwise. If the party requesting arbitration does not submit a
4 "Request For Arbitration Panel Form" to the Human Resources Director within
5 said ten (10) calendar days, the answer at the previous step shall be binding.

6 14.6 Within ten (10) calendar days after receipt of the list, the Union shall notify the
7 Human Resources Director in writing requesting a date and time to meet and
8 alternately cross out names on the list. Failure of the Union to notify the
9 Human Resources Director in writing within the ten (10) calendar days of
10 receipt of the list shall result in the City's Step 3 answer being final and
11 binding.

12 14.7 Both the City and the Union shall have the right to alternately strike names
13 from the panel list. In all cases the party requesting arbitration shall cross out
14 the first name. The remaining person shall be the arbitrator. FMCS shall be
15 notified of the selection, following instructions on the FMCS form, within ten
16 (10) days of the selection being made. The arbitrator shall be notified of
17 his/her selection, following instructions from FMCS, within ten (10) days of
18 receiving those instructions, by a joint letter from the City and the Union
19 requesting that he/she set a time and place, subject to the availability of the
20 City and Union representatives. A copy of this article shall be included.

21 14.8 The arbitration shall be conducted under the Rules of the FMCS unless
22 otherwise covered in this agreement. The arbitrator shall have no authority to
23 modify, amend, ignore, add to, subtract from or otherwise alter or supplement
24 this Agreement or any part thereof or make any amendment thereto. The
25 arbitrator shall consider and decide only the specific issue(s) submitted to
26 him/her in writing by the City and the Union and shall have no authority to
27 consider or rule upon any matter which is stated in this Agreement not to be
28 subject to the arbitration, which is not a grievance as defined in Section 14.1,
29 or which is not specifically covered by this Agreement. The arbitrator may not
30 issue declaratory or advisory opinions and shall be confined exclusively to the
31 question which is presented to him/her, which question must be actual and

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

6 14.9 The expense of arbitration, including the cost of the arbitration panel from
7 FMCS and the compensation expenses of the arbitrator, shall be shared
8 equally by the parties to the arbitration.

9 14.10 Each party shall be responsible for the expense or expenses of any witness or
10 witnesses it calls.

11 14.11 The cost of any transcript shall be borne solely by the party requesting it.
12

13 **ARTICLE 15**

14 **HEALTH AND SAFETY**

15
16 15.1 Employees covered by this Agreement are expected to demonstrate the
17 Department's commitment to a physically fit work force. The City agrees to
18 allow up to one (1) hour per shift for employees working an average fifty-two
19 (52) hour schedule and up to three (3) hours per week for employees working
20 a forty (40) hour per week schedule for the purpose of maintaining physical
21 fitness.

22 15.2 It is agreed by the City and the Union to adopt as its physical fitness program
23 the IAFF/IAFC Fire Service Joint Labor-Management Wellness-Fitness
24 Initiative (WFI) third edition copyright © 1997,1999, 2008, except for the
25 reference to the annual physician physical examination which will be replaced
26 by the current City practice as listed in Attachment I.

27 15.3 Employees covered by this Agreement agree that the Department Physical
28 Fitness Committee sets the requirements not addressed by the WFI and
29 agree to comply with the requirements set forth by the Department Physical
30 Fitness Committee and such requirements must be approved by the

1 Department. Employees are eligible for an annual physical fitness incentive
 2 award as determined by the Department's Physical Fitness Committee.

3
 4 **ARTICLE 16**

5 **DRUG-FREE WORKPLACE**

6
 7 16.1 The City and the Union recognize that substance abuse in our nation and our
 8 community exacts staggering costs in both human and economic terms.
 9 Substance abuse can be reasonably expected to produce impaired job
 10 performance, lost productivity, absenteeism, accidents, wasted materials,
 11 lowered morale, rising health care costs, and diminished interpersonal
 12 relationship skills. The City and the Union share a commitment to solve this
 13 problem and to create and maintain a drug-free work place.

14 16.2 The parties have agreed that the Drug-Free Workplace program shall be
 15 administered in accordance with City of Gainesville Drug-Free Workplace
 16 Program (see attached Addendum "D" to the City of Gainesville Drug-Free
 17 Workplace Program titled "International Association of Fire Fighters.") The
 18 City will not substantially modify application of this policy, as pertains to Fire
 19 District Chiefs, unless the union is provided an opportunity to negotiate in
 20 accordance with Chapter 447, Florida Statutes, concerning the change.

21
 22 **ARTICLE 17**

23 **PROMOTION**

24
 25 17.1 The promotional probationary period shall be for one (1) year. When a
 26 member covered by this Agreement has been promoted or appointed, but fails
 27 to successfully complete the probationary period, he/she shall revert to the
 28 position of his/her former classification.

29 17.2 The Fire Chief will consider GFR Lieutenants as candidates for the position of
 30 District Chief prior to a decision to seek candidates from outside the

1 department. It is recognized and agreed that this decision and the selection
 2 process is at the sole discretion of the Fire Chief.

4 **ARTICLE 18**

5 **PERSONNEL REDUCTION**

6
 7 18 .1 Personnel reduction and layoff shall be administered in accordance with City
 8 of Gainesville Human Resources Policy number 23. The City will not
 9 substantially modify application of this policy, as pertains to Fire District
 10 Chiefs, unless the union is provided an opportunity to negotiate in accordance
 11 with Chapter 447, Florida Statutes, concerning the change.

13 **ARTICLE 19**

14 **UNION ACTIVITY AND BUSINESS**

15
 16 19.1 Solicitation and/or other Union business of any and all kinds shall not be
 17 engaged in during working hours of any employee. In addition, the Union, its
 18 members, agents, representatives, or any persons acting on their behalf are
 19 also prohibited from distributing literature during working hours in areas where
 20 the actual work of public employees is performed. This section shall not
 21 prohibit the distribution of literature during the employee's lunch hour, after
 22 5:00 p.m., or in such areas not specifically devoted to the performance of the
 23 employee's official duties.

24 19.2 Members covered by this agreement shall be allowed to use Union Time Pool
 25 hours in increments of at least one (1) hour for the purpose of union business.
 26 Employees who are members of Local 2157 may be granted time off up to a
 27 maximum of three (3) (includes both bargaining units) in any one instance by
 28 the Fire Chief or designee to attend to union business without loss of straight-
 29 time pay or benefits by using Union pool time. However, only one (1) member
 30 covered by this agreement may be allowed time off. For Union pool time to be
 31 granted:

- 1 A. A written request for use of union pool time is submitted to the
2 employees' immediate supervisor in advance of time off. It is further
3 provided, however, that two weeks' notice must be given in order to use
4 pool time to attend annual meetings.
- 5 B. The Fire Chief or designee shall have the right to restrict the number of
6 persons off for Union time or to revoke previously authorized Union time
7 except for two (includes both bargaining units) individuals when an
8 emergency condition exists or such time off from regular assignments
9 would create a clear and present danger to public safety.
- 10 19.3 It shall be the Union's responsibility to supply to the City a Union Time Pool
11 Authorization form, which includes the name of the employee and the hours of
12 vacation time donated by the employee to the pool. The form must be signed
13 by the employee donating time. Time donation may be made each April 1 and
14 October 1 and shall be in increments of not less than two (2) hours nor more
15 than forty-eight (48) hours. A written request for the use of Time Pool is to be
16 submitted to the employee's supervisor in advance to use time off. Charges
17 against the Union Time Pool shall only be made when approved by the
18 President or Secretary-Treasurer of the Union.
- 19 19.4 A record of all time donated and drawn against the Union Time Pool shall be
20 kept by the Fire Department and the Union. The Union shall indemnify, defend,
21 and hold the City harmless against any and all claims made and against any
22 suits instituted against the City on account of the City complying with any of the
23 provisions of this Article.
- 24 19.5 If the Union Pool Time becomes depleted, anyone engaging in Union activities
25 during working hours shall do so without pay, unless otherwise provided for in
26 this agreement.

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28

1 **ARTICLE 20**

2 **PENSIONS**

- 3
- 4 20.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City of
5 Gainesville Code of Ordinances, as amended, in the Agreement by reference.
- 6 20.2 Either party may reopen this Article for negotiations at any time during the
7 month of October of each contract year.

8

9 **ARTICLE 21**

10 **HOSPITALIZATION AND LIFE INSURANCE**

- 11
- 12 21.1 Premium increases shall be shared equally by the employee and the
13 employer; provided that the employee shall not pay more than twenty percent
14 (20%) of the total premium for "Employee Only" coverage. Part-time
15 employees shall pay bi-weekly for Health insurance on a three-quarter ($\frac{3}{4}$) or
16 one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-time position.
- 17 21.2 The City, during the term of this Agreement, will pay one hundred percent
18 (100%) of the premium cost for life insurance.

19

20 **ARTICLE 22**

21 **UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT**

- 22
- 23 22.1 The City shall provide the employees covered by this Agreement with all
24 uniforms, protective clothing, and equipment as required by the Department.
- 25 22.2 The City shall replace all items as necessary, except when the item is
26 damaged or lost as a result of the employee's negligence. The employee
27 upon request by the City, shall turn in items to be replaced when replacements
28 are issued.
- 29 22.3 To maintain uniforms in a clean and presentable manner, the City during the
30 term of this Agreement (October 1, ~~2011~~2014 – September 30, ~~2014~~2017)

1 shall allot to each employee during each year of the Agreement, an annual
2 amount of \$560.00 to be paid on a bi-weekly basis.

3 4 **ARTICLE 23**

5 **TUITION REIMBURSEMENT**

6
7 23.1 Tuition Reimbursement shall be administered in accordance with City of
8 Gainesville Human Resources Policy number B-1, [which was revised on](#)
9 [4/3/14](#). The City will not substantially modify application of this policy, as
10 pertains to Fire District Chiefs, unless the union is provided an opportunity to
11 negotiate in accordance with Chapter 447, Florida Statutes, concerning the
12 change.

13 14 **ARTICLE 24**

15 **HOLIDAYS**

16
17 24.1 The City observes the following paid holidays but reserves the right to schedule
18 work on these days if City business demands.

19 A. Holidays Observed by 40-hour Employees:

20	New Year's Day	January observance date
21	Martin Luther King, Jr.'s	January observance date
22	Birthday	
23	Memorial Day	Last Monday in May
24	Independence Day	July observance date
25	Labor Day	First Monday in September
26	Veterans' Day	November observance date
27	Thanksgiving Day	Fourth Thursday in November
28	Day after Thanksgiving	Friday after Thanksgiving
29	Christmas Eve or Day after Christmas	December observance date*
30	Christmas Day	December observance date

31

1 *Union President shall notify the City no later than February 1st each year which
 2 day will be observed as the holiday.

3 B. Holidays Observed by 52-hour Employees:

4	New Year's Day	January 1*
5	Martin Luther King, Jr.'s	January 15*
6	Birthday	
7	Memorial Day	Last Monday in May
8	Independence Day	July 4*
9	Labor Day	First Monday in September
10	Veterans' Day	November 11*
11	Thanksgiving Day	Fourth Thursday in November
12	Day after Thanksgiving	Friday after Thanksgiving
13	Christmas Day	December 25
14	Day after Christmas	December 26
15	Easter	First Monday after Easter Sunday
16	One Additional Holiday	Mutually agreed upon by the
17		Parties

18
 19 *Whenever the actual holiday falls on a Saturday, it will be observed the Friday
 20 before; whenever the actual holiday falls on a Sunday, it will be observed the
 21 Monday after.

22
 23 24.2 Holiday Policy (for 40-hour employees only):

24 All regular full-time 40-hour employees are entitled to the above paid holidays
 25 as listed in paragraph 24.1 A. Regular part-time employees earn holiday leave
 26 proportionate to their work schedule.

27 Whenever any of the above listed holidays fall on a Sunday (or Monday for
 28 employees whose regular day off is Monday), the following workday shall be
 29 observed as the official holiday; whenever any of the listed holidays occur on a
 30 Saturday (or Friday for employees whose regular day off is Friday), the
 31 preceding workday shall be observed as the official holiday. In such cases, the
 32 day on which the holiday is observed shall be considered to be the paid holiday
 33 and not the regular day.

34 24.3 Holiday Eligibility Requirement (for 40-hour employees only):

1 A) Forty-hour employees shall be paid or granted time off for holidays,
 2 according to their election under Article 32.4. A 40-hour employee who elects
 3 time off shall receive eight (8) hours pay at his/her regular straight time hourly
 4 rate of pay for the holiday; provided, in order to be eligible for a paid holiday, an
 5 employee must be in pay status for a full day on his/her assigned workdays
 6 immediately before and after the day on which the holiday is observed.

7 24.4 Employee's Sickness (for 40-hour employees only):

8 Should a holiday occur during an employee's sickness, the sick day shall be
 9 charged as a holiday.

10 24.5 A) Twenty-four hour shift employees shall be paid or granted time off at the
 11 rate of ten (10) hours per day for each holiday. Such employees may
 12 elect, prior to September 15 of each year, to either receive holiday pay
 13 during the year or to receive one hundred-twenty (120) hours of holiday
 14 time. Those employees choosing time off shall be credited on October 1
 15 with 120 hours added to their annual leave.

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

19 24.6 Upon termination of employment, the employee shall be required to
 20 reimburse the City (have deducted from his/her final paycheck) a pro rata
 21 portion of used holiday time, if applicable. (Example: employee uses all 120
 22 hours by March 30 and resigns as of that date, a deduction of 60 hours will
 23 be made from his/her final paycheck.)

24 24.7 Unauthorized failure to report for work on a holiday after having been
 25 scheduled to work on such holiday shall be Just Cause for denial of holiday
 26 pay.

27
 28
 29
 30
 31

1 **ARTICLE 25**

2 **VACATION/ANNUAL LEAVE**

3
4 25.1 All regular full-time employees are eligible to earn annual leave. Regular part-
5 time employees earn annual leave proportionate to their work schedule.

6 25.2 Annual leave may be used for the following reasons:

- 7 A. Vacation.
- 8 B. For absence due to serious illness of a member of an employee's family.
- 9 C. For absence due to death of a person other than a member of
10 employee's immediate family (as defined in Human Resources Policy
11 Number L-2).
- 12 D. Religious holidays other than those designated as City holidays.
- 13 E. Absences to transact personal business which cannot be conducted on
14 an employee's own time.
- 15 F. For absence due to sickness or disability when other appropriate leave is
16 not available. (Employee may request the Department Head to allow
17 him/her to remain on full pay for the period which can be covered by the
18 vacation leave balance when pro-rated with the amount being paid by
19 workers' compensation.)

20 25.3 Employees shall accrue vacation (annual leave) based on their leave
21 progression date and shall be limited to the following:

22 40 Hour Employees

<u>Length of Service</u>	<u>Rate of Accrual Per Pay Period</u>
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 15 years (120 mos. thru 179 mos.)	5 Hrs. 14 Mins.
15 to 20 years (180 mos. thru 239 mos.)	5 Hrs. 51 Mins.

1		
2	20 to 25 years	7 Hrs. 5 Mins.
3	(240 mos. thru 299 mos.)	
4		
5	25 years or more	7 Hrs. 24 Mins.
6	(300 mos. or more)	
7		

52 Hour Employees

9	<u>Length of Service</u>	<u>Rate of Accrual</u>	<u>Annual Leave</u>
10		<u>Per Year</u>	<u>Hours Earned</u>
11	1 to 5 years	5 shifts	120
12	(1 mo. thru 59 mos.)		
13	5 to 10 years	6 shifts	144
14	(60 mos. thru 119 mos.)		
15			
16	10 to 15 years	7 shifts	168
17	(120 mos. thru 179 mos.)		
18			
19	15 to 20 years	8 shifts	192
20	(180 mos. thru 239 mos.)		
21			
22	20 years or more	10 shifts	240
23	(240 months or more)		
24			

25 Vacation (annual leave) shall continue to accrue during periods of absence in
 26 which the employee is in pay status.

27 Time on leave of absence without pay shall not be included in length of service
 28 toward annual leave except for time on an approved military leave of absence
 29 without pay.

30
 31 25.4 Paid vacation (annual leave) may not be taken during the initial six (6) months
 32 of employment or re-employment. After this initial six (6) month period,
 33 vacation leave may be taken with Department Head approval and chargeable
 34 in quantities of not less than two (2) hours except as provided for under Family
 35 and Medical Leave Act (FMLA).

36 25.5 The maximum number of vacation hours allowed to be accrued is as follows:

37	Scheduled Hours	One-Five	Five-Ten	Ten-Twenty	Twenty or
38	<u>Per Week</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>More Years</u>

1	40	160	192	240	240
2	52	292	348	404	460

3 Employees will not be entitled to accrue additional vacation time once they
4 have reached the maximum allowed them based on their scheduled hours per
5 week. Employees with vacation balances above the maximum allowed as of
6 the anniversary of their adjusted service date (leave progression date or date of
7 regular employment with the city, whichever is later) shall have their balances
8 reduced to the maximum allowed during the pay period in which the
9 anniversary of their adjusted service date occurs. Any sick leave incentive time
10 awarded will be added to the vacation (annual leave) balance after the
11 maximum hours have been adjusted.

12 However, the City Manager shall be allowed to waive this policy for short
13 periods of time in necessary and unusual circumstances.

14 25.6 Should a holiday occur during an employee's vacation, that day shall be
15 charged as a holiday (for 40-hour employees only).

16 25.7 Employees shall not be paid for vacation leave earned in lieu of taking a
17 vacation. The only time employees may be paid for earned vacation leave is
18 upon termination, or upon entry into a Deferred Retirement Option Plan
19 (DROP).

20 25.8 Vacation leave shall not be granted in advance of being earned. If an
21 employee has insufficient leave credit to cover a period of absence, the
22 employee shall be in a no pay status.

23 25.9 Employees who are transferred from one department to another shall have
24 their vacation (annual leave) credits transferred with them.

25 25.10 Upon termination of employment the employee shall be entitled to
26 compensation for any earned but unused vacation (annual leave) to his/her
27 credit at the time of termination at the employee's normal base rate of pay at
28 the time of termination. The official termination date shall be the last day of
29 active employment and shall not be extended due to payment for unused
30 vacation (annual leave) time. This does not apply to employees having less
31 than six (6) months of service.

1
 2 All employees who elect to participate in a regular DROP will have the one-
 3 time option, with the election to enter the DROP, of retaining all or a portion
 4 of their vacation balance to be used during participation in the DROP, or
 5 receiving, at that time, compensation for some or all of the balance. In the
 6 case of a reverse DROP, members may utilize the lesser of the vacation
 7 balance in existence on the effective date of commencement of participation
 8 or the balance in existence ninety (90) days after declaration of intention to
 9 enter the reverse DROP.

10 **ARTICLE 26**

11 **SICK LEAVE**

12
 13 26.1 Sick Leave shall be administered in accordance with City of Gainesville
 14 Human Resources Policy number L-4 except as designated in the following
 15 paragraphs.

16 26.2 Accrual Rate:

17 Employees shall accrue sick leave based on their employment date or leave
 18 progression date whichever is appropriate:

<u>Scheduled Hours Per Week</u>	<u>Rate of Accrual Hours Per Month</u>
52	12
40	8

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

25 26.3 Any sick leave appearing on the employee's record in the Human Resources
 26 Department that is accrued and unused on ~~October~~ December 31, 2013 shall
 27 be converted to additional service credit for determining pension benefits,
 28 except as provided below. Each such day of unused sick leave shall be
 29 converted to one (1) full day of additional employment or service credit.
 30

1 For service earned by members on or after ~~November~~ January 1, ~~2013~~2014,
 2 no additional months of service shall be credited for unused sick leave earned
 3 on or after ~~November~~ January 1, ~~2013~~2014. In calculating credited service on
 4 or after ~~November~~ January 1, ~~2013~~2014, the lesser number of months
 5 between the additional months of service credited for unused sick leave
 6 earned on or before ~~October~~ December 31, 2013, and months of unused sick
 7 leave available to members at the time of their retirement shall be used.

8
 9 Upon entering into the Deferred Retirement Option Plan (DROP), employees
 10 may elect to apply unused sick leave hours accrued as of ~~October~~ December
 11 31, 2013 to pension service credit and/or to ~~retain~~ some or all of their unused
 12 sick leave for use during their employment while participating in the DROP.
 13 Any unused sick leave remaining at the expiration of the DROP participation
 14 or period will be forfeited.

15
 16 **ARTICLE 27**
 17 **BEREAVEMENT LEAVE**

18
 19 27.1 ~~Bereavement Leave shall be administered in accordance with City of~~
 20 ~~Gainesville Human Resources Policy number L-2. The City will not~~
 21 ~~substantially modify application of this policy, as pertains to Fire District~~
 22 ~~Chiefs, unless the union is provided an opportunity to negotiate in accordance~~
 23 ~~with Chapter 447, Florida Statutes, concerning the change.~~In the event of
 24 death in an employee's immediate family, he/she shall be granted leave for five
 25 (5) calendar days (no less than one (1) or more than two (2) work days for 52-
 26 hour employees and not less than three (3) or more than four (4) work days for
 27 40-hour employees shall be used as paid Bereavement Leave at the Fire
 28 Chief's discretion). The Fire Chief or designee may grant additional leave as
 29 appropriate.
 30

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

7
 8 27.2 For the purpose of this Article, the following relationships shall be considered
 9 immediate family: the employee's father, mother, foster parent, brother, sister,
 10 spouse, certified or registered domestic partner, current father-in-law, father of
 11 current certified or registered domestic partner, current mother-in-law, mother of
 12 current certified or registered domestic partner, natural grandparents and
 13 children holding the following relationships with the employee, the employee's
 14 spouse, or the employee's current certified or registered domestic partner
 15 natural, adopted, or stepchild(ren), or a child for whom the person has been
 16 appointed legal guardian or legal custodian.

17 27.3 Employees taking Bereavement Leave shall be compensated at their regular
 18 straight time hourly rate of pay as set forth on the applicable salary schedule for
 19 the time off work.

20 27.4 Bereavement leave must be taken within 5 days of the death or funeral.
 21

22 **ARTICLE 28**

23 **TRADE TIME**

24
 25
 26 28.1 Upon prior approval of the Fire Chief or his designee, an employee may agree
 27 with another employee, who is of equal classification to work in place of said
 28 other employee during that employee's scheduled work assignment, subject to
 29 the following:

- 30 A) The City shall compensate the employee who was scheduled to work in
 31 the amount he would have earned had he worked and shall in no

- 1 manner be liable for any wage for the hours worked by the substitute
 2 employee.
- 3 B) The hours worked by the substitute employee shall not be considered
 4 hours worked by or paid for to the substitute employee.
- 5 C) The request for the exchange of time form will be signed by the
 6 appropriate parties in advance. However, extenuating circumstances,
 7 which prevent the exchange of the time form from being signed by the
 8 appropriate parties in advance, will be given due consideration by the
 9 employee's immediate supervisor.
- 10 D) When the exchange of time form is signed in advance, the substitute
 11 employee is responsible for reporting to duty.
- 12 E) When the exchange of time form is not signed in advance, the
 13 employee originally scheduled to work is responsible for reporting to
 14 duty.
- 15 F) An employee substituting for another employee will not be eligible for
 16 vacation during the period of any portion thereof of the substitution
 17 unless waived by the Deputy Chief.
- 18 G) An employee substituting for another employee will be eligible for sick
 19 leave during the period of any portion thereof, of the substitution.
 20 Verification of illness may be requested by the Fire Chief.
- 21 28.2 No grievance may be filed by an employee or the Union alleging that the City
 22 has any contractual liability for wages resulting directly or indirectly from the
 23 application of this Article other than to compensate the employee originally
 24 scheduled to work for those hours in an amount equal to what he would have
 25 earned had he worked.

27 **ARTICLE 29**

28 **JURY DUTY**

- 29
- 30 29.1 Jury Duty shall be administered in accordance with City of Gainesville Human
 31 Resources Policy number L-2. The City will not substantially modify

1 application of this policy, as pertains to Fire District Chiefs, unless the union is
 2 provided an opportunity to negotiate in accordance with Chapter 447, Florida
 3 Statutes, concerning the change.

4
 5 **ARTICLE 30**
 6 **LEAVE WITHOUT PAY**

7
 8 30.1 Leave Without Pay shall be administered in accordance with City of
 9 Gainesville Human Resources Policy number L-5. The City will not
 10 substantially modify application of this policy, as pertains to Fire District
 11 Chiefs, unless the union is provided an opportunity to negotiate in accordance
 12 with Chapter 447, Florida Statutes, concerning the change.

13
 14 **ARTICLE 31**
 15 **MILITARY LEAVE**

16
 17 31.1 The City will grant a leave of absence to any regular employee called to active
 18 military service or state active duty in accordance with applicable law.

19 31.2 Reserve or Guard Annual Training:

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

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

29 31.3 Reserve or Guard Active Military Service (not annual training):

30 The City shall grant a military leave of absence to any employee called to active
 31 military service (not annual training) or State active duty with the National

1 Guard, or a military reserve unit of the United States. For the purpose of active
 2 military service (not annual training) or State active duty, the first thirty (30)
 3 calendar days of any such leave of absence shall be with full pay from the City.

4 31.4 Request for Military Leave:

5 The employee shall be required to submit a copy of orders or statements from
 6 the appropriate military commander as evidence of such duty to the Fire Chief.
 7 The orders or statement must be attached to a Personnel Action Record
 8 requesting military leave. The request must be sent to the Human Resources
 9 Department well in advance of the scheduled date of departure for proper
 10 approval for military leave of absence.

11 31.5 An employee attending evening or weekend military training which conflicts with
 12 his work schedule shall be granted time off without pay for the purpose of
 13 attending the military training or may use trade times without their counting
 14 against the allowable total.

15 31.6 Military Leave Without Pay:

16 An employee ordered to active duty for emergency situations in excess of the
 17 time allowed for in paragraphs 31.2 and 31.4, shall be granted time off without
 18 pay or he/she may elect to use earned vacation leave, which shall not constitute
 19 a break in continuous service. Vacation leave will not be required prior to
 20 allowing leave without pay.

21 31.7 In all cases the employee shall be granted benefits as afforded by law.

22
 23 **ARTICLE 32**

24 **WAGES**

25
 26 32.1 A. ~~Effective upon ratification, employees covered by this Agreement,~~
 27 ~~who were in the District Chief classification on January 9, 2012, including~~
 28 ~~those in the Deferred Retirement Option Program (DROP), shall receive a~~
 29 ~~one-time, lump sum payment equal to two percent (2%) of the employee's~~
 30 ~~annualized base rate of pay. The base rate used in calculating lump sums~~
 31 ~~under this section (32.1.A.) shall be based on the base rate of pay any eligible~~

1 ~~employee was earning effective January 9, 2012. Lump sums paid under this~~
 2 ~~section (32.1.A.) shall be pensionable.~~

3 ~~B. All increases made pursuant to this section (32.1.B.) shall be based on the~~
 4 ~~base rate of pay any eligible employee was earning on January 7, 2013. Only~~
 5 ~~the classification and status of the eligible employee on January 7, 2013 shall~~
 6 ~~be considered in determining payments pursuant to this section (32.1.B.).~~
 7 Effective the first full pay period in October 2014, the range maximum shall be
 8 increased by three percent (3%). Effective the first full pay period in January,
 9 ~~2013-2016~~(retroactive), employees covered by this Agreement being paid a
 10 base pay rate within the pay range of their appropriate classification, who
 11 received an overall performance rating of Meets Expectations, Exceeds
 12 Expectations, or Exceptional Performance for the fiscal year ending
 13 September 30, ~~2012~~2015, shall receive a Merit Increase of ~~four~~two percent
 14 (~~4%~~2%) of their base pay rate, limited by the range maximum in Attachment
 15 A.

16 ~~C.~~ B. Effective the first full pay period in January, ~~2014~~2017, employees
 17 covered by this Agreement being paid a base pay rate within the pay range of
 18 their appropriate classification, who receive an overall performance rating of
 19 Meets Expectations, Exceeds Expectations, or Exceptional Performance for
 20 the fiscal year ending September 30, ~~2013~~2016, shall receive a Merit Increase
 21 of ~~one and one-half~~two percent (~~1½%~~2%) of their base pay rate, limited by the
 22 range maximum in Attachment A.

23 C. Employees covered by this Agreement shall continue to have their base
 24 pay rate reduced by two percent (2%) and the employer shall contribute
 25 such amount to the Retiree Health Savings (RHS) plan adopted by the City
 26 Commission.

27 32.2 For regular (non-probationary) employees, the review period is a one-year
 28 period from October 1 through the next September 30.

29 32.3 There shall be no additional lump sum payments, General Increases, or Merit
 30 or Performance Increases after the expiration date of this Agreement unless
 31 and until there is a new Agreement in effect providing for such increases.

- 1 32.4 Employees whose regular duty assignment is a forty-hour (40) workweek, and
2 who have elected pay under Article 24.3, shall be paid an additional five
3 percent (5%) above their base rate of pay for the duration of the assignment.
4 Those employees whose regular duty assignment is a forty-hour (40)
5 workweek and who have elected the time option under Article 24.3 shall not
6 be eligible for the additional five percent (5%) above their base rate of pay for
7 the duration of the assignment.
- 8 32.5 Employees holding a current and valid State Paramedic Certification and
9 holding current clearance from the System Medical Director shall receive
10 supplemental paramedic pay ~~in accordance with City of Gainesville Policy~~
11 ~~Number 38, Paragraph III~~ at a rate of ten percent (10%) of their current base
12 wages.
- 13 32.6 Executive Fire Officer
- 14 A. Employees who successfully complete the Executive Fire Officer Program
15 (EFOP) initiative of the United States Fire Administration/National Fire
16 Academy, shall have their annualized individual rates of pay increased by
17 \$1,500, provided such increase shall not exceed the maximum rate of pay for
18 their classification. Where such an increase would conflict with Sec. 2-600 (K)
19 (4) of the Consolidated Police Officers and Firefighters Retirement Plan, such
20 amount shall be paid as a one-time lump sum.
- 21 B. Employees who successfully complete the University of Florida's
22 Executive Fire & Emergency Services Officer Certificate program shall have
23 their annualized individual rates of pay increased by \$750, provided such
24 increase shall not exceed the maximum rate of pay for their classification.
25 Employees completing this program who additionally complete a four year
26 degree (bachelor's degree) in Emergency Management, Fire Safety, or
27 equivalent program, shall have their individual rates of pay increased by an
28 additional annualized \$750, provided such increase shall not exceed the
29 maximum rate of pay for their classification. Where such increases would
30 conflict with Sec. 2-600 (K) (4) of the Consolidated Police Officers and

1 Firefighters Retirement Plan, such amounts shall be paid as one-time lump
2 sums.

3 C. The maximum pay rate increase or payment for certification or the
4 completion of a degree under this paragraph (~~32.7~~32.6) shall be \$1,500. The
5 effective date of any such increase or payment shall be the beginning of the
6 pay period following receipt of certification documents by the Fire Chief or
7 his/her designee.

8 32.7 Except for employees who are in the Deferred Retirement Option Program
9 (DROP), employees covered by this Agreement shall receive a wage increase
10 if such an increase is necessary to have their base pay rate two percent (2%)
11 higher than any newly promoted employee's base pay rate immediately
12 following such employee's promotion to Fire District Chief. Such increase
13 shall occur effective the first full pay period following such promotion.

14
15 **ARTICLE 33**
16 **HOURS OF WORK**

17
18 33.1 The provisions of this Article are intended to provide a basis for the scheduling
19 of work and shall not be construed as limiting the right of the City to fix the
20 number of hours of work either per day or per week for such employee. The
21 City will establish the basic workweek and hours of work best suited to meet the
22 needs of the Department and to provide superior service to the community.

23 33.2 The parties agree that employees in the bargaining unit are salaried employees
24 who work a flexible schedule of hours and whose responsibilities require the
25 exercise of independent judgment in the performance of their management and
26 administrative duties.

27 A) An average of 52 hours of work a week (Monday through Sunday)
28 consisting of periods of 24 hours on duty, including meals and rest
29 periods, and 48 hours off duty. Every fourteenth (14th) shift will be
30 scheduled time off, which results in an average of 104 hours per pay
31 period.

1 B) A total of 40 hours of work a week (Monday through Sunday) consisting
 2 of hours set by the Fire Chief to best meet the needs of the Department
 3 for all other employees.

4 33.3 When one or both 52-hour shift Fire District Chief positions are vacant, the
 5 City may fill one or both vacancies with an employee covered by this
 6 agreement, if available.

7 33.4 If the City decides to fill a 52-hour District Chief shift vacancy with an
 8 employee covered by this Agreement, the City shall compensate the
 9 employee for hours worked during this assignment at a rate equivalent to
 10 time and one-half (1 ½) the District Chief's hourly rate of his/her annual base
 11 salary up to the flat rate set forth herein. Effective the first full pay period in
 12 October, ~~2008~~2014, the flat rate shall be set at forty ~~three eight~~
 13 ~~seventy six thirty four~~ninety four twenty five cents (~~\$43.7634~~\$48.9425). If
 14 during the term of this Agreement the maximum pay rate for a Lieutenant
 15 changes, the formula for determining the flat rate cap described herein shall
 16 be: (Maximum hourly rate for a 52-hour Lieutenant + supplemental
 17 Paramedic pay + Out of Class pay) X 1.5. ~~Effective the first full pay period in~~
 18 ~~October, 2009, the flat rate shall be set at forty four dollars and sixty three~~
 19 ~~eighty eight cents (44.6388).~~ ~~Effective the first full pay period in October,~~
 20 ~~2010, the flat rate shall be set at forty five and fifty three sixteen cents~~
 21 ~~(45.5316).~~

22
 23 If during the employee's pay period he or she uses sick leave, in an amount
 24 equal to or in excess of the additional hours worked, the employee will be
 25 paid at their normal rate of pay for the additional hours worked.

26 33.5 All covered employees whose designated work period is a forty (40) hour
 27 workweek shall be eligible to earn up to forty (40) hours of administrative leave
 28 with pay in a fiscal year at the discretion of and with approval by the Fire Chief.

29 33.6 All covered employees whose designated work period is a fifty-two (52) hour
 30 workweek shall be eligible to earn up to fifty-two (52) hours of administrative

1 leave with pay in a fiscal year at the discretion of and with approval by the Fire
2 Chief.

3
4 **ARTICLE 34**

5 **WORKERS' COMPENSATION**

6
7 34.1 Workers' Compensation shall be administered in accordance with City of
8 Gainesville Human Resources Policy number L-2. The City will not
9 substantially modify application of this policy, as pertains to Fire District
10 Chiefs, unless the union is provided an opportunity to negotiate in accordance
11 with Chapter 447, Florida Statutes, concerning the change.

12
13 **ARTICLE 35**

14 **LONGEVITY**

15
16 35.1 Longevity shall be administered in accordance with City of Gainesville Human
17 Resources Policy number B-4. The City will not substantially modify application
18 of this policy, as pertains to Fire District Chiefs, unless the union is provided an
19 opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
20 concerning the change.

21
22 **ARTICLE 36**

23 **ENTIRE AGREEMENT**

24
25 36.1 The parties acknowledge that during negotiations which resulted in this
26 Agreement, each had the unlimited right and opportunity to make proposals
27 with respect to subjects or matters not removed by law from the area of
28 collective bargaining. The understandings and agreements arrived at by the
29 parties after the exercise of such right and opportunity are set forth in this
30 Agreement.

1 36.2 The City and the Union, for the duration of this Agreement, agree that the
2 other shall not be obligated to bargaining collectively with respect to any
3 subject or matter referred to or covered in this Agreement, but may, upon
4 mutual agreement of both the City and the Union, bargain collectively on any
5 subject or matter not known or contemplated by either or both parties at the
6 time that they negotiated this Agreement.

7 ~~36.3 Except as otherwise expressly provided for herein, the terms of this~~
8 ~~Agreement shall be effective beginning with the first full pay period following~~
9 ~~ratification by the City Commission.~~

10
11 ~~Should either party desire to terminate, change or modify this Agreement or~~
12 ~~any portion thereof, they shall notify the other party in writing on or before~~
13 ~~April 1, 2014. Such notification shall include the title and section of the Article~~
14 ~~the party wishes to renegotiate and all other articles will remain in full force~~
15 ~~and effect from year to year thereafter.~~

16
17

1 | IN WITNESS WHEREOF, the parties hereunto set their hands this ~~5th~~4th day
2 | of December, ~~2013~~2014.*

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THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 2157

RUSS BLACKBURN
CITY MANAGER

TRACEY HIGDON
PRESIDENT

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CITY BARGAINING COMMITTEE:
Scott Heffner
Gene Prince
Steve Varvel
~~Mark Benton~~
~~April Shuping~~

IAFF BARGAINING COMMITTEE:
Tracey Higdon
Richard Saulsberry

*Date ratified by last party

Attachment A

City of Gainesville Pay Plan
District Chiefs-IAFF

Effective ~~10/3/14~~10/13/14

	Minimum	Midpoint	Maximum
Annual Salary	\$65,882.98	\$82,353.46 <u>\$83,835.82</u>	\$98,823.93 <u>\$101,788.65</u>

As of December 1, 2006

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

The Annual Health Assessment for Firefighters includes:

Completion of Annual Health Assessment Form
 Height and Weight
 Blood Pressure
 PFT (Lung Function Test)
 Audiometer
 Spirometry
 Vision Test
 Hematocrit (finger stick)
 Dipstick Urine
 PPD
 Blood Draw (CBC, Hepatitis A, B and C, Health Panel and HIV)
 HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only
 PSA (Males over age of 40)

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

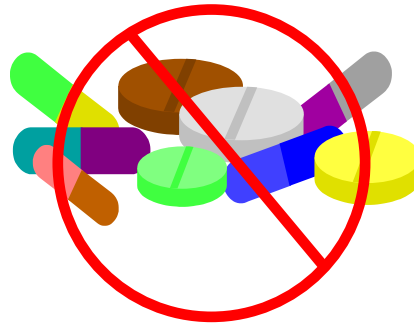
The "Five-Year" Physical for Firefighters includes (usually a Type "A" Physical):

Completion of Personal History and Medical Exam Form
 Audiometry
 Spirometry
 Vision
 Height and Weight
 Blood Pressure
 Optional Tests include: PAP Test (Females)
 Lab Test (Chemzyme Plus or Health Panel)
 Blood Draw (CBC, Hepatitis A, B and C, Health Panel and HIV)
 HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only
 Urinalysis
 Chest X-ray
 Stress EKG/Interpretation
 Stress Test
 PSA (Males over age 40.)
 (No PPD)

Voluntary Vaccinations/Immunizations:

Flu
 Hepatitis A & B
 Tetanus
 Smallpox

**INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS
DISTRICT CHIEFS**



**DRUG-FREE
WORKPLACE
PROGRAM**

**THE CITY OF GAINESVILLE AND THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS – DISTRICT CHIEFS**

DRUG-FREE WORKPLACE PROGRAM

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IAFF-DC DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free working environment, the City of Gainesville, Florida (City) and the International Association of Fire Fighters - District Chiefs, Local 2157 (IAFF-DC) have established this program relating to the use or abuse of alcohol and drugs by its employees/members. This program is intended to conform to the requirements of the Drug-Free Workplace Program under Florida's Workers' Compensation Law, Fla. Stat. § 440.101-.102, and rules promulgated pursuant thereto. 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/her 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 Worker's Compensation benefits are forfeited pursuant to the drug-free workplace program, the employee injured on the job will be without any City-provided medical benefits.

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings 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 regulatory requirements become applicable to IAFF-DC-represented employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. Prior to altering

1 or amending this program the City will engage in collective bargaining to the
2 extent required by law.

3
4 To the extent that § 440.101-.102, or the implementing rules issued by the
5 Agency for Health Care Administration (Fla. Admin. Code R 59A-24) are
6 amended, or other statutes and rules requiring drug testing are determined to be
7 applicable to IAFF-DC-represented employees, the City's program will be
8 amended, as provided for herein, without the necessity of further general notice.
9 (IIIA).

10
11 The City/IAFF-DC Drug-Free Workplace Program has been prepared so as not
12 to conflict with public policy and, further, not to be discriminatory or abusive. A
13 drug-free workplace should be the goal of every employer in America. Drug and
14 alcohol testing is only one of the several steps that must be taken to achieve this
15 objective. When incorporated into a comprehensive anti-drug effort, testing can
16 go a long way in combating drug and alcohol abuse in the workplace.

17 18 **II. SCOPE**

19
20 All IAFF-DC-represented employees are covered by this program and, as a
21 condition of employment, are required to abide by the terms of this program.
22 Any employee in doubt as to the requirements or procedures applicable to
23 his/her situation may contact the City Human Resources Department for
24 information.

25 26 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

27
28 A. The City will give a general one-time notice to all IAFF-DC-represented
29 employees that the City prohibits its employees from illegally or improperly
30 using, possessing, selling, manufacturing, or distributing drugs on its
31 property, or while its employees are at work; that it is against City policy to
32 report to work or to work under the influence of drugs; and that it is a
33 condition of employment to refrain from using nonprescription drugs, or
34 alcohol, on the job, or abusing legal drugs on or off the job such that it
35 affects their job, and that a drug testing program is being implemented. At
36 least sixty (60) days will elapse between the notice and any employee
37 drug testing implemented pursuant to this program.

38
39 B. Prior to testing, all employees or applicants for employment will be given a
40 summary of the Drug-Free Workplace Program, a list of local employee
41 assistance programs and a list of local alcohol and drug rehabilitation
42 programs.

43
44 C. A notice of drug testing will be included with all job vacancy
45 announcements for which drug testing is required. A notice of the City's
46 drug testing program will also be posted in appropriate and conspicuous

1 locations on the City's premises and copies of the program will be made
 2 available for inspection during regular business hours in the Human
 3 Resource Department and each Fire Station.
 4

5 **IV. DEFINITIONS**

6
 7 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
 8 112.0455 Fla. Stat. and the Agency for Health Care Administration, Drug-Free
 9 Workplace standards (Fla. Admin. Code R 59A-24) as may be amended shall
 10 apply to the words and phrases used in this program unless the context clearly
 11 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is
 12 used in connection with different testing mechanisms, prohibitions or causes for
 13 testing "drug" includes all of the below listed substances except alcohol. "Drug"
 14 otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which
 15 defines "drug" as follows:
 16

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

17 18 **V. ALCOHOL USE PROHIBITIONS**

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

- 1 C. Except as provided herein, the personal possession (i.e., on the person,
2 or in a desk, or locker) of alcohol on City property or during working hours
3 will result in disciplinary action, up to and including dismissal.
4
- 5 D. It is against the City's program and a violation of City policy to report to
6 work or to work under the influence of alcohol.
7
- 8 E. For purposes of implementing the City of Gainesville/IAFF-DC Drug-Free
9 Workplace program, an employee is presumed to be under the influence
10 of alcohol if a breath test shows alcohol usage of .04% or greater.
11
- 12 F. An employee who Management has reason to suspect is under the
13 influence of alcohol will be removed immediately from the workplace and
14 will be tested and evaluated by authorized personnel selected by
15 Management, if reasonably available. The City will take further action
16 (i.e., further testing, referral to counseling, and/or disciplinary action)
17 based on medical information, work history, and other relevant factors.
18 The determination of appropriate action in each case rests solely with the
19 City.
20
- 21 G. Failure to pass an alcohol test will result in further testing or disciplinary
22 action, up to and including dismissal.
23
- 24 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject
25 the employee to dismissal.
26
- 27 I. Employees arrested for an alcohol-related incident, as indicated on the
28 arrest report, shall notify, as soon as feasible, but in any event no later
29 than 24 hours after the arrest, the City management representative having
30 direct administrative responsibility for the arrested employee of the arrest
31 if the incident occurs:
32
- 33 1. During working hours, or
 - 34 2. While operating a City vehicle, or
 - 35 3. While operating a personal vehicle on City business.
36
- 37 Failure to comply with this subsection will result in disciplinary action up to
38 and including dismissal.
39
- 40
- 41
- 42 J. Violations of alcohol use prohibitions can subject an employee to
43 disciplinary action up to and including dismissal. Dismissal for a first
44 offense will be considered an appropriate penalty absent mitigating
45 circumstances.
46

VI. DRUG USE PROHIBITIONS

- 1
2
3 A. The use, sale, purchase, possession, manufacture, distribution, or
4 dispensation of nonprescription drugs or their metabolites on City property
5 or while at work (while on duty, during working hours, etc.) is a violation of
6 the City's Program and is just cause for immediate dismissal.
7
- 8 B. Reporting to work, or working, under the influence of nonprescription
9 drugs is a violation of the City's Program and is just cause for immediate
10 dismissal unless the violation is identified solely by the failure of a random
11 drug test as set forth in VI. C. below.
12
- 13 C. An employee who fails a random urine drug test, will be allowed a one-
14 time opportunity to participate in an Alcohol/Drug Rehabilitation Program
15 or the City of Gainesville Employee Assistance Program (EAP) or other
16 approved program as determined by the City, in lieu of being immediately
17 dismissed based upon such failure. However, allowing the Employee to
18 participate in such program in lieu of being dismissed is conditioned upon
19 the Employee's meeting the requirements set forth in paragraph X. D. of
20 this program. Furthermore, such an opportunity will not be available to an
21 employee who has previously participated in an Alcohol/Drug
22 Rehabilitation Program, the City's SAP/EAP, or other approved, similar
23 program, as an alternative to dismissal. Employees allowed the
24 rehabilitation opportunity described herein may still receive disciplinary
25 action short of dismissal in addition to required participation in the
26 rehabilitation program. Participation in a treatment program, be it entirely
27 voluntary or pursuant to this section, will not excuse additional violations
28 of this policy, work rule violations, improper conduct, or poor performance
29 and an employee may be disciplined or dismissed for such offenses or
30 failure to perform.
31
- 32 D. For purposes of this program, an employee is presumed to be under the
33 influence of drugs if a urine test or other authorized testing procedure
34 shows drug usage as set forth in the rules for the Agency for Health Care
35 Administration (Fla. Admin. Code R 59A-24)
36
- 37 E. Legal medication (over-the-counter) or prescription drugs may also affect
38 the safety of the employee, fellow employees or members of the public.
39 Therefore, any employee who is taking any over-the-counter medication
40 or prescription drug which might impair safety, performance, or any motor
41 functions shall advise his/her direct management representative of the
42 possible impairment before reporting to work under the influence of such
43 medication or drug. A failure to do so may result in disciplinary action. If
44 Management determines that the impairment does not pose a safety risk,
45 the employee will be permitted to work. Otherwise, management may
46 temporarily reassign the employee or place the employee in an

1 appropriate leave status during the period of impairment. Improper use of
2 “prescription drugs” is prohibited and may result in disciplinary action.
3 Improper use of prescription drugs includes, but is not limited to use of
4 multiple prescriptions of identical or interchangeable drugs, and/or
5 consumption of excessive quantities of an individual or therapeutically
6 interchangeable drugs, and/or inappropriately prolonged duration of
7 consumption of drugs, and/or consumption of prohibited drugs for other
8 than valid medical purposes. For the purpose of this Program,
9 consumption of any drug by the employee of more than the
10 manufacturer’s maximum recommended daily dosage, or for a longer
11 period of time than recommended, or of any prohibited drug prescribed for
12 or intended for another individual, or for other than a valid medical
13 purpose shall be construed to constitute improper use. Excessive or
14 inappropriate prescribing by the prescriber or prescribers shall NOT
15 constitute a defense for the employee. Prescription medication shall be
16 kept in its original container if such medication is taken during working
17 hours or on City property.

- 18
- 19 F. Refusal to submit to or efforts to tamper with a drug test will subject the
20 employee to dismissal.
- 21
- 22 G. Except as provided herein, failure to pass a drug test will result in
23 disciplinary action, up to and including dismissal.
- 24
- 25 H. Violations of drug prohibitions can subject an employee to disciplinary
26 action up to and including dismissal. Dismissal for a first offense will be
27 considered an appropriate penalty absent mitigating circumstances.
- 28

29 **VII. TESTING**

30 **A. Testing of Applicants**

- 31
- 32
- 33 1. Prior to employment, applicants, whether for temporary or
34 permanent positions, will be tested for the presence of drugs.
- 35
- 36 2. Any job applicant who refuses to submit to drug testing, fails to
37 appear for testing, tampers with the test, or fails to pass the pre-
38 employment confirmatory drug test will not be hired, and unless
39 otherwise required by law, will be ineligible for hire for a period of at
40 least two years.
- 41

1 **B. Reasonable Suspicion Testing**

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

8

9 Two management representatives shall substantiate and concur in

10 the decision to test said employee, if feasible. Only one

11 management representative need witness the conduct. The

12 management representative(s) and witness(es) shall have received

13 training in the identification of actions, appearance, conduct or

14 odors which are indicative of the use of drugs or alcohol. If a

15 management representative believes reasonable suspicion exists,

16 the management representative shall report his or her findings and

17 observations to the next higher management representative having

18 administrative responsibility for the affected employee. Upon

19 approval by the next higher management representative, the

20 employee will be asked to immediately submit to a drug test(s) and

21 sign a form acknowledging his or her consent. When chemical

22 breath testing for alcohol is used, the test may be conducted

23 immediately at the work site or later at the collection site. Factors

24 which substantiate cause to test for breath or urine shall be

25 documented by the management representative on the Substance

26 Abuse Investigation Report Form which must be completed as

27 soon as practicable, but no later than twenty-four (24) hours after

28 the employee has been tested for drugs. A copy of this report will

29 be given to the employee upon request.

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

37

38 The Fire Chief or designee shall require an employee to undergo

39 drug testing if there is reasonable suspicion that the employee is in

40 violation of the City of Gainesville/IAFF-DC Drug-Free Workplace

41 Program. Circumstances which constitute a basis for determining

42 “reasonable suspicion” may include but are not limited to:

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

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

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

23
 24 The following will be deemed reasonable suspicion and may
 25 provide a sufficient basis for requesting a drug test at the direction
 26 of the Fire Chief or designee:
 27

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

1 months) that warrants a second or subsequent suspension
 2 action may result in a request for a drug test.
 3

- 4 h. Odor: Odor of cannabis or alcohol upon the person.
 5
 6 i. Performance Related Accidents: Each employee whose
 7 performance either contributed to the accident or whose
 8 performance cannot be discounted as a contributing factor
 9 to the accident shall be drug tested for drugs. If there is the
 10 odor or evidence of alcohol, the employee shall also be
 11 tested for alcohol. The management representative having
 12 administrative responsibility for the employee involved in the
 13 accident shall ensure that a drug test is performed as soon
 14 as possible after the accident but no later than 32 hours
 15 after the accident. Post-accident testing may involve breath
 16 , and urine. If testing is not initiated within 32 hours after the
 17 accident, testing will not be done and the management
 18 representative will document the reason for the delay.
 19

20 Should evidence of alcohol be present, i.e., an odor of alcohol,
 21 open containers, or a statement from witness confirming alcohol
 22 consumption, the management representative must ensure testing
 23 is completed as soon as emergency medical care has been
 24 provided. If alcohol testing is not initiated within 8 hours after the
 25 accident, alcohol testing will not be done and the management
 26 representative must document the reason for the delay.
 27

28 The following are examples of conditions that require accident
 29 related testing:
 30

- 31 (1) City employee operating a vehicle while on city
 32 business (either a city-owned or personal vehicle) and
 33 involved in an accident that results in a citation for a
 34 moving violation.
 35
 36 (2) Any accident involving property damage (city or
 37 private) estimated to be greater than \$2,500, if the
 38 employee cannot be absolved of all blame.
 39
 40 (3) Any accident involving death.
 41
 42 (4) Any accident involving injury requiring treatment at an
 43 off-site (away from the scene of the accident) medical
 44 facility other than Employee Health Services, if the
 45 employee cannot be absolved of all blame. If the injury
 46 is of such character as would have been treated at

1 Employee Health Services, but for the unavailability of
 2 Employee Health Services, Management may waive
 3 this requirement. "Unavailability" means occurring at a
 4 time other than the hours of operation of Employee
 5 Health Services or at such distance from Employee
 6 Health Services as to render their use impractical,
 7

8 **C. Return to Duty Testing**

9
 10 An Employee who does not pass a breath or urine drug test may not
 11 return to work until meeting at least the following requirements:
 12

- 13 1. The employee must pass a drug test administered under this
 14 program.
- 15 2. The Substance Abuse Professional (SAP) must approve the
 16 employee for return to work.
- 17 3. The employee must agree to participate in and successfully
 18 complete any alcohol or drug evaluation, counseling or
 19 rehabilitation program required by the City/Substance Abuse
 20 Professional.
- 21 4. The employee must agree to submit to periodic, unannounced drug
 22 tests for a period of up to 60 months, as designated by the SAP.
 23

24 **D. Position Change Testing**

25
 26 Employees moving to the classification of Fire District Chief, as a result of
 27 a formal personnel action, may be required to successfully pass a urine
 28 drug test within 48 hours of receiving notification that they have been
 29 selected to fill the Fire District Chief position.
 30
 31
 32
 33

34 **E. Follow-up Testing**

35
 36 If an employee, in the course of employment, enters an employee
 37 assistance program for drug related problems or a drug rehabilitation
 38 program, the employee must submit to a drug test as a follow-up to such
 39 program unless such requirement is waived by the City in those cases
 40 where the employee voluntarily entered the program. Entrance to a
 41 program as a condition of continued employment or when the employee is
 42 otherwise faced with the prospect of immediate disciplinary action based
 43 upon problems associated with substance abuse shall not be considered
 44 voluntary. If follow-up testing is required, it shall be conducted at least
 45 once a year for a two-year period after completion of the program.
 46 Advance notice of such follow-up testing must not be given to the

1 employee to be tested. Testing undertaken after referral to the SAP as a
 2 result of a first violation of the City's Drug Free Workplace Program,
 3 Article X, shall satisfy the requirements for follow-up testing.
 4

5 **F. Routine Fitness for Duty**
 6

7 An employee shall submit to a drug test if the test is conducted as part of
 8 a routinely scheduled employee fitness-for-duty medical examination that
 9 is required for all members of an employment classification or group.
 10

11 **G. Refusal to Test**
 12

13 Employees who refuse to submit to a breath or urine test administered in
 14 accordance with this program forfeit their eligibility for all workers'
 15 compensation medical and indemnity benefits and will be subject to
 16 dismissal. Employees who refuse to submit to a chemical breath test or
 17 other mechanism determined by management to be reliable will be
 18 subject to dismissal.
 19

20 **VIII. TESTING PROCEDURE**
 21

22 **A. Tested Substances**
 23

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

26 Alcohol

27 Amphetamines (Binhetamine, Desoxyn, Dexedrine)

28 Cannabinoids (i.e., marijuana, hashish)

29 Cocaine

30 Phencyclidine (PCP)

31 Methaqualone (Quaalude, Parest, Sopor)

32 Opiates

33 Barbiturates (Phenobarbital, Tuinal, Amytal)

34 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam,
 35 Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron,
 36 Xanax)

37 Methadone (Dolophine, Methadose)

38 Propoxyphene (Darvocet, Darvon N, Dolene)
 39

40 **B. Designated Laboratory**
 41

42 Because of the potential adverse consequences of positive test results on
 43 employees, the City will employ a very accurate testing program.
 44 Specimen samples will be analyzed by a highly qualified, independent
 45 laboratory which has been selected by the City and certified by the
 46 appropriate regulatory agency. The name and address of the certified

1 laboratory currently used by the City is on file with Employee Health
2 Services.
3

4 **C. Notification of Prescription Drug Use**
5

6 Applicants and employees will be given an opportunity prior to and after
7 testing to, on a confidential basis, provide any information they consider
8 relevant to the test including listing all drugs they have taken within the
9 immediately preceding 30-day period, including prescribed drugs and to
10 explain the circumstances of the use of those drugs in writing or other
11 relevant medical information. This information will be furnished to the
12 Medical Review Officer (MRO) in the event of a positive confirmed result.
13

14 **D. Testing of Injured Employees**
15

16 An employee injured at work and required to be tested will be taken to a
17 medical facility for immediate treatment of injury. If the injured employee
18 is not at a designated collection site, the employee will be transported to
19 one as soon as it is medically feasible and specimens will be obtained. If
20 it is not medically feasible to move the injured employee, specimens will
21 be obtained at the treating facility under the procedures set forth in this
22 program and transported to an approved testing laboratory. No specimen
23 will be taken prior to the administration of emergency medical care. An
24 injured employee must authorize release to the City the result of any tests
25 conducted for the purpose of showing the presence of alcohol or drugs.
26

27 **E. Body Specimens**
28

29 Urine will be used for the initial test for all drugs except alcohol and for the
30 confirmation of all drugs except alcohol. Breath will be used for the initial
31 and confirmation tests for alcohol. Sufficient volume of specimens shall
32 be obtained so as to provide for the necessary number of samples as may
33 be required, depending upon the number of required procedures. Chemical
34 breath testing methods will be utilized in connection with
35 justifying further alcohol tests in instances involving reasonable suspicion
36 testing under this program. In the case of injured employees, the
37 physician will have the discretion to determine to not require a breath
38 sample if such would threaten the health of the injured employee or if the
39 employee has a medical condition unrelated to the accident which may
40 preclude the employee from providing sufficient breath for a testing
41 specimen. Under these circumstances, no inference or presumption of
42 intoxication or impairment will be made for the purposes of § 440.101-
43 .102, but discipline for violation of the Program may be taken based upon
44 observable conduct or conditions and/or the result of other tests, if any.
45
46

1 **F. Cost of Testing**

2
3 The City will pay the cost of initial and confirmation drug tests, which it
4 requires of employees and job applicants. An employee or job applicant
5 will pay the cost of any additional drug tests not required by the City.
6

7 **G. Collection Site, Work Site**

- 8
9 1. The City will utilize a collection site designated by an approved
10 laboratory which has all necessary personnel, materials,
11 equipment, facilities, and supervision to provide for the collections,
12 security, chain of custody procedures, temporary storage and
13 shipping or transportation of urine specimens to an approved drug
14 testing laboratory. The City may also utilize a medical facility as a
15 collection site that meets the applicable requirements.
16
17 2. The City may require that an employee take a chemical breath test
18 at the Work Site or other City facility.
19
20 3. Security of the collection site, chain of custody procedures, privacy
21 of the individual, collection control, integrity and identity of the
22 specimen and transportation of the specimen to the laboratory as
23 applicable will meet state or federal rules and guidelines. Florida
24 Agency for Health Care Administration's CHAIN OF CUSTODY
25 form as amended from time to time will be used for each employee
26 or job applicant whose blood or urine is tested.
27

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

29
30 A specimen for a drug test will be taken or collected by:

- 31
32 1. A physician, a physician's assistant, a registered professional
33 nurse, a licensed practical nurse, a nurse practitioner, or a certified
34 paramedic who is present at the scene of the accident for the
35 purpose of rendering emergency service or treatment or a qualified
36 breath alcohol technician as defined in CFR Part 40; or
37
38 2. A qualified person employed by a licensed laboratory who has the
39 necessary training and skills for the assigned tasks as described in
40 §440.102 (9) Fla. Stat.
41

42 In the case of a chemical breath test, utilizing evidential breath test
43 devices, a technician licensed pursuant to Fla. admin Code R 59A-24, and
44 or qualified alcohol technician as defined in 49 CFR Part 40.
45

1 **I. Testing Laboratory**

- 2
- 3 1. The laboratory used to analyze initial or confirmation breath or
- 4 urine specimens will be licensed or certified by the appropriate
- 5 regulatory agencies to perform such tests. The Agency for Health
- 6 Care Administration has published Drug-Free Workplace
- 7 Standards (Florida Administrative Code, R59A-24) which shall be
- 8 followed by laboratories and employers for testing procedures
- 9 required under § 440.101-.102, Fla. Stat.
- 10
- 11 2. All laboratory security, chain of custody, transporting and receiving
- 12 of specimens, specimen processing, retesting, storage of
- 13 specimens, instrument calibration and reporting of results will be in
- 14 accordance with applicable state or federal laws and rules
- 15 established by HCA or the U.S. Department of Transportation; to
- 16 the extent the above information is readily reproducible by the lab
- 17 and not confidential, such will be forwarded to the appropriate
- 18 certified bargaining unit representative upon his/her request and
- 19 payment for reproduction cost.
- 20
- 21 3. The laboratory or Medical Review Officer will provide assistance to
- 22 the employee or job applicant for the purpose of interpreting any
- 23 positive confirmed test results.
- 24

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

26

27 Initial tests will use an immunoassay except that the test for alcohol will be

28 chemical breath testing as described in 49 CFR, Part 40¹. The following

29 cutoff levels will be used when screening specimens to determine whether

30 they are positive or negative for these drugs or metabolites. All levels

31 equal to or exceeding the following will be reported as positive:

32

33	Alcohol concentration	.04 %
34	Amphetamines	1000ng/ml
35	Cannabinoids	50ng/ml
36	Cocaine	300ng/ml
37	Phencyclidine	25ng/ml
38	Methaqualone	300ng/ml
39	Opiates	300ng/ml
40	Barbiturates	300ng/ml
41	Benzodiazepines	300ng/ml
42	Synthetic Narcotics:	
43	Methadone	300ng/ml
44	Propoxyphene	300ng/ml

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

1
2 **K. Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.**
3

4 All breath and urine specimens identified as positive on the initial test will
5 be confirmed using gas chromatography/mass spectrometry (GC/MS) or
6 an equivalent or more accurate scientifically accepted method approved
7 by the HCA, except that alcohol will be confirmed using gas
8 chromatography. All confirmation will be done by quantitative analysis.
9 Concentrations, which exceed the linear region of the standard curve, will
10 be documented in the laboratory and recorded as "greater than highest
11 standard curve value". The following confirmation cutoff levels² will be
12 used when analyzing specimens to determine whether they are positive or
13 negative for these drug metabolites. All levels equal to or exceeding the
14 following will be reported as positive:
15

16	Alcohol concentration	.04 %
17	Amphetamines	500ng/ml
18	Cannabinoids	15ng/ml
19	Cocaine	150ng/ml
20	Phencyclidine	25ng/ml
21	Methaqualone	150ng/ml
22	Opiates	300ng/ml
23	Barbiturates	150ng/ml
24	Benzodiazepines	150ng/ml
25	Synthetic Narcotics:	
26	Methadone	150ng/ml
27	Propoxyphene	150ng/ml

28
29 **IX. TEST RESULTS (Blood and Urine)**
30

31 **A. Reporting Results**
32

- 33 1. The laboratory shall disclose to the Medical Review Officer (MRO)
34 a written positive confirmed test result after receipt of the sample.
35 The laboratory should report all test results (both positive and
36 negative) to the MRO . The name and address of the current MRO
37 is on file with Employee Health Services. The MRO is employed by
38 the City and is not an employee of the drug-testing laboratory.
39
- 40 2. The laboratory will report as negative all specimens which are
41 negative on the initial test or negative on the confirmation test.
42 Only specimens confirmed positive on the confirmation test will be
43 reported positive for a specific drug.
44

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

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3. The laboratory will transmit 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. As provided in Fla. Admin. Code R 59-24, the MRO will verify that positive and negative test results were properly analyzed and handled according to HCA rules. The MRO may require a re-test. 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 Employee Health Services of negative results, or (2) contact the employee or job applicant regarding a confirmed positive test result and make such inquire as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test results. In this later case, the MRO will follow the procedure set forth in either the HCA or D.O.T. rules for providing the employee or job applicant 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 test results. If the MRO after making and documenting all reasonable efforts is unable to contact the employee or job applicant to discuss positive test results, the MRO will contact a designated management official to arrange for the employee or applicant to contact the MRO. The MRO may verify a positive test without having communicated to the employee or applicant about the results of the test, if (1) the employee or applicant declines the opportunity, or (2) within two days after contacting the designated management official the employee or applicant 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 applicant not being hired and an employee immediately being placed upon suspension without pay and may result in discharge.
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6. Within five (5) calendar days after the City receives a confirmed positive, test result from the MRO, the City will notify the employee or job applicant in writing of such test results, the consequences of such results, and the options available to the employee or job applicant, 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 or applicant when signed for, or seven (7) calendar days after mailing, whichever occurs first.
 7. The Employee Health Services will, upon request, provide to the employee or job applicant a copy of the test results (positive or negative).
 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 two (2) years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of 210 days, all confirmed positive specimens. Within this 210-day period the City, employee, job applicant, MRO or HCA may request in writing that the laboratory retain the specimen for an additional period of time. If no such request, or notice of challenge is received (see paragraph IX(B)(3) below), the laboratory may discard the specimen after 210 days of storage.

29 **B. Challenges to Test Results**

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

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

18 **C. Employee/Applicant Protection**

- 19
- 20 1. During the 180-day period after the employee's or applicant's
21 receipt of the City's written notification of a positive test result, the
22 employee or applicant may request that the City have a portion of
23 the specimen retested, at the employee's or applicant's expense.
24 The retesting must be done at another HCA-licensed laboratory.
25 The second laboratory must test at equal or greater sensitivity for
26 the drug in question as the first laboratory. The first laboratory
27 which performed the test for the City will be responsible for the
28 transfer of the portion of the specimen to be retested, and for the
29 integrity of the chain of custody for such transfer.
- 30
- 31 2. The drug testing laboratory will not disclose any information
32 concerning the health or mental condition of the tested employee or
33 job applicant.
- 34
- 35 3. The City will not request or receive from the testing facility any
36 information concerning the personal health, habit or condition of
37 the employee or job applicant including, but not limited to, the
38 presence or absence of HIV antibodies in a worker's body fluids.
- 39
- 40 4. The City will not dismiss, discipline, refuse to hire, discriminate
41 against, or request or require rehabilitation of an employee or job
42 applicant on the sole basis of a positive test result that has not
43 been verified by a confirmation test.
- 44
- 45 5. The City will not dismiss, discipline or discriminate against an
46 employee solely upon the employee's voluntarily seeking

1 treatment, while in the employ of the City, for a drug-related
2 problem, if the employee has not previously tested positive for drug
3 use, entered an employee assistance program for drug-related
4 problems, or entered an alcohol or drug rehabilitation program.
5 This shall not prevent follow-up testing as required by this program.
6

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

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

7 **XI. INVESTIGATION**

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

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

- 43
 44 A. As a condition of employment, each employee obligates himself or herself
 45 to notify his or her appropriate management representative of the arrest
 46 for any alleged violation of or conviction under any criminal drug statute,

1 including but not limited to, offenses described in Section 316.193,
 2 Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more
 3 immediate notice required under Article (V)(I) of this program, the
 4 employee shall give the required notice within 48 hours of such event.
 5 Failure to notify will result in dismissal.
 6

7 B. Arrests:
 8

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

21 During the preliminary investigation, an employee may be placed on leave
 22 with pay, if applicable, or removed from safety sensitive or "special risk"
 23 assignments/positions. After the preliminary investigation is completed,
 24 but in no event later than 15 days after the employee's department head
 25 learns of the arrest, normal personnel procedures shall be implemented.
 26

27 **XIII. CONFIDENTIALITY**
 28

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

38 The provisions of §119.07 to the contrary notwithstanding:
 39

- 40 A. All information, interviews, reports, statements, memoranda, and drug test
 41 results, written or otherwise received or produced as a result of a drug
 42 testing program are confidential communications and may not be used or
 43 received in evidence, obtained in discovery, or disclosed in any public or
 44 private proceedings, except in accordance with this section or in
 45 determining compensability under Chapter 440 Florida Statutes.
 46

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

- 11 1. The name of the person who is authorized to obtain the information.
- 12 2. The purpose of the disclosure.
- 13 3. The precise information to be disclosed.
- 14 4. The duration of the consent.
- 15 5. The signature of the person authorizing release of the information.

16 C. Information on drug test results shall not be released or used in any criminal
 17 proceedings against the employee or job applicant. Information released
 18 contrary to this section shall be inadmissible as evidence in any such
 19 criminal proceedings.

20 D. Nothing herein shall be construed to prohibit the employer, agent or the
 21 employer, or laboratory conducting a drug test from having access to
 22 employee drug test information when consulting with legal counsel in
 23 connection with actions brought under or related to this section or when the
 24 information is relevant to its defense in a civil or administrative matter.

25 **XIV. RECORDS AND TRAINING**

26 A. Resource File

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

3
4 B. Individual Test Results

- 5
6 1. The MRO shall be the sole custodian of individual positive test
7 results.
8
9 2. The MRO shall retain the reports of individual positive test results
10 for a period of two (2) years.
11
12 3. The City shall keep confidential and retain for at least one (1) year
13 an employee's challenge or explanation of a positive test result, the
14 City's response thereto, and the report of positive result.
15
16 4. The City shall keep all negative test results for two (2) years.

17
18 C. General Records of the City

- 19
20 1. Records which demonstrate that the collection process conforms to
21 all appropriate state or federal regulations shall be kept for three (3)
22 years.
23
24 2. A record of the number of employees tested by type of test shall be
25 kept for five (5) years.
26
27 3. Records confirming that managers, supervisors and employees
28 have been trained under this program shall be kept for three (3)
29 years.
30

31 D. Drug Training Program

- 32
33 1. The City shall establish and maintain a Drug Training Program.
34 The Program shall, at a minimum, include the following:
35
36 a. A written statement on file and available for inspection at its
37 Human Resources Department outlining the Program.
38
39 b. An educational and training component for all supervisory
40 and managerial personnel which addresses drugs.
41
42 2. The educational and training components described in D.1.b above
43 shall include the following:
44
45 a. The effects and consequences of drug use on personal
46 health, safety and work environment.

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- b. The manifestations and behavioral changes that may indicate drug use or abuse.
- c. Documentation of training given to supervisory and management personnel.

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