

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

EFFECTIVE
OCTOBER 1, 2010 - SEPTEMBER 30, 2013

**FRATERNAL ORDER OF POLICE (FOP)
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PREAMBLE

1
2
3 THIS AGREEMENT, entered into as of the 20th day of June 2013, between
4 the City of Gainesville, hereinafter referred to as the "Employer" or "City" and the Gator
5 Lodge 67, Inc. Fraternal Order of Police hereinafter referred to as the "FOP". It is the
6 intention of the parties to this Agreement to set forth the entire Agreement of the parties
7 with respect to wages, hours, terms and conditions of employment for the employees
8 covered by this Agreement. This Agreement has as its purpose the promotion and
9 continuance of harmonious relationships between the City and the FOP.

10

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

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

9
10 **ARTICLE 3**

11 **PROHIBITION OF STRIKES**

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

27 3.2 Any employee covered by this Agreement who participates in, is a party thereto,
28 or promotes any of the above actions as outlined in Section 3.1 or other similar
29 forms of interference with the operations or functions of the City, shall be subject
30 to disciplinary action up to and including discharge. The only question that shall

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

12 3.3 In the event of a strike as defined in Section 3.1, the FOP, after determining such
13 individuals are FOP members, shall immediately, within 24 hours, verbally where
14 possible, and in writing, order such employees to return to work; copy of such
15 order to be provided to the City within twenty-four (24) hours. This Article is not
16 subject to the arbitration provisions of this Agreement but shall be enforced by
17 the ordinary processes of law.

18 **ARTICLE 4**

19 **MANAGEMENT RIGHTS**

20
21 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its
22 constituent agencies, set standards of services to be offered to the public and
23 exercise control and discretion over its organization and operations.

24 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and
25 authority of the Employer further include, but are not limited to, the following: to
26 direct and manage employees of the City; to hire, promote, transfer, schedule,
27 assign and retain employees, to suspend, demote, discharge or take other
28 disciplinary action against employees for just cause; to relieve employees from
29 duty because of lack of work, funds, or other legitimate reasons; to maintain the
30 efficiency of its operations including the right to contract and subcontract existing

1 and future work; to determine the duties to be included in job classifications and
2 the numbers, types and grades of positions or employees assigned to an
3 organizational unit, department or project; to assign overtime and to determine
4 the amount of overtime required; to control and regulate the use of all its
5 equipment and property; to establish and require employees to observe all its
6 rules and regulations, to conduct performance evaluations; and to determine
7 internal security practices. The Employer agrees that, prior to substantial
8 permanent lay-off of FOP bargaining unit members, it will discuss such with the
9 FOP.

10 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil
11 emergency conditions exist, including, but not limited to, riots, civil disorders,
12 severe weather conditions (or similar catastrophe), the provisions of this
13 Agreement may be suspended by the City Manager/designee during the time of
14 the declared emergency, provided that wage rates and monetary fringe benefits
15 shall not be suspended. Should an emergency arise, the FOP shall be advised
16 as soon as possible of the nature of the emergency.

18 **ARTICLE 5**

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

20 5.1 The FOP shall have the right to select employees from those covered by this
21 Agreement to act as FOP representatives. A written list of the FOP
22 representatives or changes to the list of representatives shall be forwarded to the
23 City's Human Resources Director and the Chief of Police prior to the effective
24 date of their assuming FOP duties with the City. FOP representatives shall not
25 exceed twelve (12) in number. No FOP representative will perform any FOP
26 work with the City unless the above has been complied with.

27 5.2 An FOP representative may, with proper authorization by the Chief of Police or
28 designee, which will not be unduly withheld, be admitted to the property of the
29 Employer. The representative, as designated above, shall be able to talk with

1 employees before or after regular working hours or during lunch hours of said
2 employees on Employer property in areas designated by the Employer.

3 5.3 FOP representatives must be employees in the bargaining unit who have
4 satisfactorily completed their probationary period.

5 5.4 The FOP recognizes that its representatives are not entitled to any special
6 benefits or treatment because of their role, nor shall representatives be
7 discriminated against for the proper and legitimate FOP activity in which they
8 engage.

9 5.5 While on a medical leave of absence without pay, while on sick leave, or while
10 receiving Workers' Compensation payments, employees shall not function as
11 FOP representatives.

12 5.6 The investigation, handling or adjustment of grievances shall be conducted by
13 employees and/or FOP representatives during non-working hours. Management,
14 at its discretion, may conduct a grievance hearing, at any step of the grievance
15 procedure, during working hours.

16 5.7 Up to three (3) employees in any one (1) instance who are members of the FOP
17 may be granted time off by the Chief of Police or designee to attend FOP
18 business without loss of straight time pay or benefits by using pool time,
19 provided:

20 A. A written request for use of FOP Pool Time is submitted to the employee's
21 supervisor in advance of time off. It is further provided that as much
22 notice as possible must be given in order to use pool time.

23 B. The Chief of Police shall have the right to restrict the number of persons
24 off for FOP Pool Time to a single individual when an emergency condition
25 exists or staffing on shift is such that time off from work would create a
26 clear and present danger to public safety. This provision authorizes the
27 Chief of Police not only to refuse FOP Pool Time, but to revoke previously
28 authorized time off for FOP business, except for a single individual, when
29 an emergency condition exists and/or such time off from regular
30 assignments would create a clear and present danger to public safety.

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

5 5.8 It shall be the FOP's responsibility to supply to the City an FOP Time Pool
6 Authorization form which includes the name of the employee and the hours of
7 vacation time donated by the employee to the pool on a form supplied by the
8 City. The form must be signed by the employee donating time. Time donations
9 may be made each April 1 and October 1 and shall be in increments of not less
10 than three (3) hours nor more than forty-eight (48) hours. Time pool hours may
11 be drawn upon at the discretion of the FOP in increments of at least one (1)
12 hour.

13 5.9 Charges against the FOP Business Time Pool shall only be made when signed
14 by the Chair, Executive Vice Chair or Membership Vice Chair of the FOP. If the
15 FOP Time Pool shall become depleted, anyone engaging in FOP activities
16 during his/her working hours shall do so without pay, unless otherwise provided
17 in this Agreement.

18 5.10 A record of all time donated and drawn against the above pool shall be kept by
19 the Police Department and the FOP. The FOP shall indemnify, defend and hold
20 the City harmless against any and all claims made and against any suits
21 instituted against the City on account of the City complying with any of the
22 provisions of this Article.

23 5.11 An FOP representative shall be granted pool time to attend public budget
24 hearings or resolution of impasse hearings before the City Commission and
25 State Board meetings of the Fraternal Order of Police.

26 5.12 Any employee-donated hours will be used before City-donated hours and may
27 be carried over from year to year.

28 5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed
29 upon location, not to exceed approximately four feet (4') by three feet (3') in size
30 for the following notices only:

- 1 A. FOP literature;
- 2 B. Notices of FOP meetings;
- 3 C. FOP elections;
- 4 D. Reports of FOP Committees;
- 5 E. Recreational and social affairs of the FOP;
- 6 F. Notices by Public bodies; and
- 7 G. Other written material which first has been submitted in accordance with
- 8 paragraph 5.14 below.

9

10 Additionally, the City will allow posting to an electronic bulletin board on the

11 Gainesville Police Department's intranet, via the Office of the Chief of Police, for

12 the same notices as above.

13 5.14 Prior to posting, copies of all material described in Section 5.13 shall be signed

14 by an elected officer of the FOP and submitted to the Human Resources Director

15 or designee for his/her signature. Any materials which are not in conformance to

16 this Article may be removed from the physical bulletin board or not posted to the

17 electronic bulletin board, at the discretion of the City. All material being posted

18 shall be sent to the Chief of Police or his designee at the same time as it is sent

19 to Human Resources.

20 5.15 No material, notices or announcements shall be posted which contain anything

21 political, controversial or anything adversely reflecting upon the City, any of its

22 employees, or any labor organization among its employees. No materials,

23 notices or announcements which violate the provisions of this Article shall be

24 posted. Any violation of this Article by the Union, or its representatives, shall

25 entitle the Chief of Police or his/her designated representative to remove the

26 material from the bulletin boards. The Union President shall be advised of such

27 action.

28 5.16 It is acknowledged by the Union that the purpose of the Information Book used at

29 roll call is to conduct City business, however, at the sole discretion of the Chief of

30 Police or his/her designee, the FOP may include information of interest to the

1 general membership, as defined in 5.13 above, in this Information Book with the
2 understanding that the definition of acceptable information in 5.13(G) may be
3 different from that which is acceptable for posting on the FOP bulletin board.
4 Such information shall be limited to one (1) page.

5
6 **ARTICLE 6**

7 **GRIEVANCE PROCEDURE**

8 6.1 A grievance is defined as a claim reasonably and suitably founded concerning
9 the alleged violation of the interpretation and/or application of the express
10 provisions of this Agreement. Any grievance filed shall systematically follow the
11 grievance procedure as outlined herein and shall adequately set forth the facts
12 pertaining to the alleged violation.

13 6.2 Rules for Grievance Processing:

14 It is agreed:

- 15 A. A grievance must be brought forward within ten (10) days after the
16 employee, through use of reasonable diligence, should have obtained
17 knowledge of the occurrence of the event giving rise to the grievance.
- 18 B. Time limit at any stage of the grievance procedure may be extended by
19 the written mutual agreement of the parties involved at that step.
- 20 C. A grievance not advanced to the higher step within the time limit provided
21 shall be deemed permanently withdrawn and as having been settled on
22 the basis of the decision most recently given. Failure on the part of the
23 Employer's representative to answer within the time limit set forth in any
24 step will entitle the employee to proceed to the next step.
- 25 D. In computing time limits under this Article, Fridays (Step Three only),
26 Saturdays, Sundays and City-designated Holidays shall not be counted
27 except where it is specified by calendar days.
- 28 E. In settlement of any grievance resulting in retroactive adjustment, such
29 adjustment shall be limited to ten (10) days prior to the date of the filing of
30 the grievance except in the case where the compensation of an employee

1 is set or computed in error, then guidelines established in the City
2 Manager's Administrative Procedure No. 2A, in effect on 9/13/04, will be
3 followed.

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

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

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

11 (3) The remedy or correction requested.

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

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

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

27 J. Where a grievance is general in nature in that it applies to a number of
28 members rather than a single member and those members work for more
29 than one Sergeant, such grievance shall be presented in writing directly to
30 the Chief of Police (Step Two) within the time limits provided. The

1 grievance shall be signed by the aggrieved members or a representative
2 of the FOP.

3 6.3 Steps in the Grievance Process:

4 STEP ONE: An employee who has a grievance may, with or without FOP
5 representation, submit it in writing to the Bureau
6 Commander (Lieutenant or Captain as the case may be).
7 The Bureau Commander shall hold a meeting within ten (10)
8 days of receipt of the grievance and give a written response
9 to the employee within ten (10) days after holding such
10 meeting. The aggrieved employee, upon his/her request,
11 may be accompanied at this meeting by the FOP
12 representative. A grievance which involves a disciplinary
13 action authorized by the Chief may be appealed directly to
14 the second step of the grievance procedure.

15 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved
16 employee or the FOP may submit a written appeal to the
17 Chief of Police within ten (10) days after the Step 1 answer
18 was due and shall be signed by the employee. The Chief of
19 Police or designee shall hold a meeting within ten (10) days
20 of receipt of the request and give a written response to the
21 employee and the FOP within ten (10) days after holding
22 such meeting.

23 STEP THREE: If the appeal is not settled at Step 2, the aggrieved
24 employee or the FOP may submit a written appeal to the
25 City Manager within ten (10) days after the Step 2 answer
26 was due and shall be signed by the employee and the FOP
27 representative. Any discharged employee who has
28 completed his/her probationary period or the Fraternal Order
29 of Police shall have the right to appeal said discharge
30 directly to the third step of the grievance procedure provided

1 such appeal is made within ten (10) days from the effective
2 date of such action, computed in accordance with Section
3 6.2(D). The City Manager or designee shall hold a meeting
4 within ten (10) days of receipt of the request and give a
5 written response to the employee and the FOP within ten
6 (10) days after holding such meeting.

7 6.4 If the grievance is not settled in accordance with the foregoing procedure, the
8 FOP may request arbitration by serving written notice of intent to appeal on the
9 office of the City Manager and the Human Resources Director no later than ten
10 (10) days after receipt of the City's response in Step 3 together with a written
11 statement of the specific provision(s) of this Agreement at issue. If the grievance
12 is not appealed to arbitration within said ten (10) days, the City's Step 3 answer
13 shall be final and binding upon the aggrieved employee and the FOP.

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

28 6.6 The arbitration shall be conducted under the rules set forth in this Agreement,
29 not under the Rules of the FMCS. The arbitrator shall have no authority to
30 modify, amend, ignore, add to, subtract from or otherwise alter or supplement

1 this Agreement or any part thereof or any amendment thereto. The arbitrator
2 shall consider and decide only the specific issue(s) submitted to him/her in
3 writing by the City and the FOP and shall have no authority to consider or rule
4 upon any matter which is stated in this Agreement not to be subject to the
5 arbitration, which is not a grievance as defined in Section 6.1, or which is not
6 specifically covered by this Agreement. The arbitrator may not issue declaratory
7 or advisory opinions and shall be confined exclusively to the question which is
8 presented to him/her, which question must be actual and existing. The arbitrator
9 shall submit in writing his/her decision within thirty (30) days following the close
10 of the hearing or the submission of briefs by the parties, whichever is later,
11 provided that the parties may mutually agree in writing to extend said limitation.
12 Consistent with this section, the decision of the arbitrator shall be final and
13 binding.

14 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS
15 and the compensation expenses of the arbitrator, shall be shared equally by the
16 parties to the arbitration.

17 6.8 Each party shall be responsible for the expense or expenses of any witness or
18 witnesses it calls.

19 6.9 The cost of any transcript shall be borne solely by the party requesting it.

20 21 **ARTICLE 7**

22 **NON-DISCRIMINATION**

23 7.1 Employees of the City shall have the right to form, join and participate in, or to
24 refrain from forming, joining and participating in any employee organization of
25 their own choosing. No employee shall be intimidated, restrained, coerced or
26 discriminated against by either the City or the FOP because of the exercise of
27 these rights.

28 7.2 The City and the FOP shall apply the provisions of this Agreement equally to all
29 employees without discrimination because of age, sex, race, color, religion,
30 national origin, political affiliation, disability, marital status, sexual orientation,

1 gender identity or membership or non-membership in the FOP as required by
2 applicable federal or state law or City Ordinance or City Policy; including any
3 obligations to reasonably accommodate a disability under the ADA. Any
4 grievances concerning this paragraph shall be handled in the grievance
5 procedure only through the third step and shall not be processed through
6 arbitration.

7 7.3 The use of masculine or feminine gender in this Agreement shall be construed
8 as including both genders.

9
10 **ARTICLE 8**

11 **DISCHARGE AND DISCIPLINE**

12 8.1 A regular employee may be disciplined or discharged only for just cause and in a
13 fair, impartial and consistent manner as established by the City. It is understood
14 by the parties that employees are subject to all Rules and Regulations of the City
15 and of the Gainesville Police Department.

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

- 1 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of
2 pay are subject to the grievance provisions of this Agreement. Employee
3 Notices (Written instructions and cautionings) are subject to the grievance
4 provisions of this Agreement.
- 5 8.4 Written warnings (counseling forms, IOC's, performance infractions) or verbal
6 warnings are not subject to the grievance provisions of this Agreement. Such
7 warnings are not to be considered "first offenses" for purposes of progressive
8 discipline.
- 9 8.5 Any discharged employee who has completed his/her probationary period or the
10 Fraternal Order of Police shall have the right to appeal said discharge directly to
11 the third step of the grievance procedure provided such appeal is made within
12 ten (10) days from the effective date of such action, computed in accordance
13 with Section 6.2(D).
- 14 8.6 The discharge, discipline, demotion, layoff or suspension of probationary
15 employees on initial hire or rehire shall not be subject to the grievance procedure
16 of this Agreement.
- 17 8.7 An officer shall not be required to respond in writing to an anonymous complaint
18 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,
19 which complaint is made solely by the citizen in question and shall be
20 investigated on a verbal basis unless and until some corroborating evidence is
21 obtained.
- 22 8.8 When imposing incremental discipline, the Chief will not use prior infractions of
23 the same rule that have occurred more than two years from the date of the
24 current violation under consideration.
25
- 26 However, the above 8.8 may be considered as a part of the overall disciplinary
27 record when used as justification for discharge.
- 28 8.9 An employee, upon request, shall be entitled to FOP representation at
29 disciplinary interviews or conferences in accordance with law and 6.2 (G) of this
30 Agreement.

- 1 8.10 There shall be only one official personnel file for each employee and it shall be
2 maintained in the Human Resources department. Employees will be given a
3 copy of any disciplinary action placed in the employee's official personnel file.
4 This article shall follow all guidelines as established by Florida law. Any
5 employee disagreeing with a disciplinary action placed in such file shall be
6 allowed to have his/her views regarding such action placed in the file. An
7 employee will have the right to review his/her own official personnel file at
8 reasonable times under proper supervision.
- 9 8.11 I.A. investigations for violations of offenses determined by the Department to be
10 minor, should be completed within forty-five (45) days from the issuance of
11 notice of allegation of misconduct to the member determined to be the subject of
12 an I.A. investigation. Notice will be provided by I.A. to the employee in writing or
13 via electronic means which will serve as the notification that an investigation is
14 being conducted on him/her. At the end of forty-five (45) days, if the
15 investigation is not completed for reasonable grounds, the individual under
16 investigation is to be notified with the reason for extension in writing or via
17 electronic means. Extensions of minor investigations may be extended an
18 additional forty-five (45) days after such notification.
- 19 8.12 I.A. investigations for violation of offenses determined by the Department to be
20 major should be completed within ninety (90) days from the issuance of notice of
21 allegation of misconduct to the member determined to be the subject of an I.A.
22 investigation. Notice will be provided by I.A. to the employee in writing or via
23 electronic means which will serve as the notification that an investigation is being
24 conducted on him/her. At the end of the ninety (90) days, if the investigation is
25 not completed for reasonable grounds, the individual under investigation is to be
26 notified with the reason for extension in writing or via electronic means.
27 Extension of major investigations may be extended an additional sixty (60) days
28 after such notification.
- 29 8.13 The running of the limitations period in this article is tolled:

- 1 A. For a period of time specified in a written waiver of the limitation by the
2 law enforcement officer, and FOP Representative.
- 3 B. During the time that any criminal investigation or prosecution is pending in
4 connection with the act, omission, or other allegation of misconduct.
- 5 C. If the investigation involves an officer who is incapacitated or otherwise
6 unavailable, during the period of incapacitation or unavailability.
- 7 D. In a multijurisdictional investigation, for a period of time reasonably
8 necessary to facilitate the coordination of the agencies involved.
- 9 E. For emergencies or natural disasters during the time period wherein the
10 Governor has declared a state of emergency within the jurisdictional
11 boundaries of the concerned agency.
- 12 F. During the time that the officer's compliance hearing proceeding is
13 continuing beginning with the filing of the notice of violation and a request
14 of a hearing and ending with the written determination of the compliance
15 review panel or upon the violation being remedied by the agency.

16 8.14 The Chief of Police may determine that an Internal Investigation would be
17 compromised by notification of either an allegation of misconduct or reasons for
18 extending an investigation, in either case, time limits identified in 8.11/8.12 shall
19 not be applicable.

20 8.15 When an allegation of employee misconduct is made against a non-probationary
21 bargaining unit member, the City will ensure the allegation is reduced to writing
22 and, when practicable, the complaint will be made under oath. If the allegation
23 of employee misconduct is criminal in nature, the complaint will be under oath.

24 8.16 In an effort to provide an intermediate disciplinary action step between written
25 instruction and cautioning and actual suspension of an employee (where that
26 employee suffers a loss of pay), at the sole discretion of the Chief of Police
27 he/she may impose the forfeiture of vacation leave time in lieu of suspension
28 without pay.

29

ARTICLE 9
VACATIONS

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

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

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

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

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

- 1 9.3 Vacation leave shall continue to accrue during periods of absence in which the
2 employee is in pay status.
- 3 9.4 Paid vacation leave may not be taken during the initial six (6) months of
4 employment or re-employment. After this initial six (6) months period, vacation
5 leave may be taken with Chief of Police or equivalent approval. The City shall
6 ensure that no member is unreasonably denied earned vacation.
- 7 9.5 Should a holiday occur during an employee's vacation, that day shall be charged
8 as a holiday.
- 9 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a
10 vacation, except as provided in 9.11.
- 11 9.7 Vacation leave shall not be granted in advance of being earned. If an employee
12 has insufficient vacation leave credit to cover a vacation leave, the employee
13 shall be in a no-pay status.
- 14 9.8 Employees who are transferred from one department to another shall have their
15 vacation leave credits transferred with them.
- 16 9.9 Upon termination of employment, the employee shall be entitled to
17 compensation for any earned but unused vacation leave to his/her credit at the
18 time of termination at the employee's regular straight time rate of pay. This does
19 not apply to employees having less than six (6) months service. The employee's
20 official termination date shall be the last day of active employment and shall not
21 be extended due to payment for unused vacation time.
- 22 9.10 If an employee is called back to work during his/her vacation period, the
23 employee shall be allowed to reschedule with special consideration any vacation
24 time lost as a result of the call back.
- 25 9.11 On or about the employee's hire date or adjusted service date, employees
26 covered by this Agreement shall be permitted to sell back up to seventy (70)
27 hours of accrued vacation leave to the City at the employee's regular straight
28 time hourly rate. No employee shall be permitted to sell back accrued vacation
29 leave if he/she has less than eighty (80) hours of vacation leave. The employee

1 shall not be permitted to sell back accrued vacation leave if selling back such
2 time brings the employee's total time below eighty (80) hours.

3
4 **ARTICLE 10**
5 **HOLIDAYS**

6 10.1 Nothing in this Agreement will be interpreted to restrict the right of the City to
7 determine the number and types of employees who will work on a holiday. No
8 employee will be entitled to work on a holiday unless directed to do so by the
9 City, nor will an employee be entitled to any pay except holiday pay for any
10 holiday on which the employee did not work. The City observes the following
11 paid holidays, but reserves the right to schedule work on these days. Regular
12 full time employees covered by this Agreement are entitled to nine (9) paid
13 holidays as listed in 10.1 and 10.2:

14

15 New Year's Day	January 01
16 Martin L. King, Jr.'s Birthday	Observance Date
17 Memorial Day	Last Monday in May
18 Independence Day	July 04
19 Labor Day	First Monday in September
20 Veteran's Day	Observance Date
21 Day after Thanksgiving	Friday after Thanksgiving
22 Thanksgiving Day	Fourth Thursday in November
23 Christmas Day	December 25

24

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

1 Employees assigned to administrative duties shall observe the Managerial
2 Holiday schedule.

3 10.2 Employee's Option Days

4 Three (3) Employee's Option Days as follows: The City agrees to provide three
5 (3) non-cumulative employee's option days during the fiscal year to all
6 employees covered by this Agreement who have achieved regular status or who
7 have completed the first six (6) months of an initial probationary period in a
8 regular position. These days must be taken as normal work days and must be
9 taken during the fiscal year in which the employee became eligible, after he/she
10 attains eligibility, provided the days selected by the employee have prior
11 Department Head or equivalent approval. Said days shall not be used for the
12 purpose of overtime. Either party may reopen this paragraph (10.2), during the
13 term of this Agreement, for negotiations only in conjunction with opening Article
14 11.

15 10.3 Whenever a holiday as listed section 10.1 occurs on an employee's scheduled
16 day off and the employee does not work thereon, the employee shall receive
17 another day off with pay within the same fiscal year or within 120 days after said
18 holiday, whichever is later. Hours compensated shall match the scheduled
19 holiday work hours of the employee. Either party may reopen this paragraph
20 (10.3), during the term of this Agreement, for negotiations only in conjunction
21 with opening Article 11.

22 10.4 Whenever a holiday as listed in Section 10.1 occurs on an employee's regularly
23 scheduled work day or the employee is required to work on a holiday on his/her
24 scheduled day off, unless subject to overtime rates as provided in Article 14 –
25 Premium Pay, the employee shall receive straight time for the hours worked and
26 receive another day off with pay; or the employee may elect to receive two times
27 their regular straight time pay for scheduled hours worked, and their regular
28 straight time pay for any hours worked in excess of their scheduled shift, with no
29 day off. Unless the employee declares seven calendar days prior to the holiday
30 that they want to receive only pay for the hours worked, they shall receive their

1 straight time rate of pay for all hours worked, and another day off. The day off
2 shall be taken within the same fiscal year or within 120 days after said holiday,
3 whichever is later. There shall be no pyramiding to this section in the
4 computation of overtime.

5 Either party may reopen this paragraph (10.4), during the term of this
6 Agreement, for negotiations only in conjunction with opening Article 11.
7

8 10.5 Failure to report for work on a holiday after having been scheduled to work on
9 such holiday shall be just cause for denial of holiday pay and may result in
10 disciplinary action being taken.

11 10.6 Should a holiday occur during an employee's sickness, it shall be the option of
12 the employee to be charged with a sick day or holiday if the sickness includes
13 two or more consecutive workdays immediately preceding and/or following the
14 holiday.
15

16 **ARTICLE 11**

17 **HOURS OF WORK**

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

26 11.2 BASIC WORK PERIOD

27 A. The work period for all employees covered by this Agreement, except as
28 otherwise designated by the Chief of Police or as provided for in 11.2B or
29 in 32.1, shall consist of a period of fourteen (14) consecutive days, and
30 the basic work week shall consist of four ten-hour shifts (4x10).

1 B. Beginning with the next shift change following ratification, the work period
2 for Operations personnel who are assigned to Patrol functions within the
3 Operations Bureau, shall consist of a period of twenty-eight (28)
4 consecutive days. Additionally, beginning with the next shift change
5 following ratification, the basic work schedule shall consist of an 11 hour,
6 25 minute day.

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

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

19 11.3 EXCHANGE OF HOURS OF WORK

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

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

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

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

3 C. The hours worked by the substitute employee shall not be considered
4 hours worked by or paid for to the substitute employee.

5 D. The exchange of time shall not cause the City overtime or premium pay or
6 other inconvenience.

7 E. The exchange of time shall be because of the employee's desire or need
8 to attend to personal matters and shall not be used for other outside
9 employment activities.

10 F. The request for the exchange of time form will be signed by the
11 appropriate parties in advance of the changed schedule.

12 G. An employee who has agreed to substitute for another employee and fails
13 to report for the agreed duty assignment, will be subject to disciplinary
14 action.

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

28 11.5 LUNCH

29 Lunch hours shall be paid as part of the scheduled work day for all sworn
30 employees and shall not be substantially modified unless the union is provided

1 the opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
2 concerning the change.

3 **ARTICLE 12**

4 **SICK LEAVE**

5 12.1 Newly hired employees earn sick leave at the rate of forty-eight (48) hours
6 annually until their second anniversary. After two (2) years of service employees
7 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)
8 years of service, employees will earn sick leave at the rate of ninety-six (96)
9 hours annually.

10 12.2 Sick leave will be granted upon approval of the Department Head/designee for
11 the following reasons:

12 A. For absence due to personal illness, injury or temporary disability. A
13 doctor's statement is required for temporary disability indicating
14 approximate length of absence due to disability.

15 B. For personal medical and dental appointments.

16 C. For absence due to a compensable injury arising out of the course of City
17 employment (employee may request the Department Head/designee to
18 allow him/her to remain on full pay for the period which can be covered by
19 sick leave balance when pro rated with the amount being paid by
20 Worker's Compensation).

21 D. An employee may use up to twelve (12) days of accrued sick leave or fifty
22 percent (50%) of the employee's currently accrued sick leave, whichever
23 is greater, for illness of a member of an employee's immediate family
24 (defined as spouse, certified or registered domestic partner, dependent
25 child(ren), mother or father) living in the same domicile or dependent
26 children not living in the same domicile. For the purpose of this article,
27 dependent children are defined as the employee's unmarried, natural,
28 adopted, or step-child(ren), or a child for whom the employee has been
29 appointed legal guardian or legal custodian, or the natural or adopted
30 child(ren) of the employee's current certified or registered domestic

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

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

9 12.3 All employees are required to notify the designated supervisor on duty as early
10 as possible. In the case of non-shift employees, no later than the starting of
11 his/her scheduled workday and in the case of shift employees, no later than sixty
12 (60) minutes prior to the starting of his/her scheduled workday, when he/she is
13 unable to report for work because of illness or injury, giving the reason for
14 absence. Employees failing to comply with this provision shall not be allowed to
15 charge their absence to sick leave unless waived by the Department Head. All
16 shift employees will notify the designated supervisor at least one (1) hour in
17 advance of the intent to return to work following absence due to illness or injury
18 of more than two (2) days. Sick leave will not be granted for any sickness, injury
19 or disability arising from a felony or from a misdemeanor involving moral
20 turpitude on the part of the employee. Sick leave will be charged only against
21 employee's regular workday and shall not be charged for absences on overtime
22 or standby time. It shall be the mutual obligation of the City and the FOP to
23 cooperate with each other in order to prevent abuse of sick leave.

24 12.4 A. An employee absent for three (3) or more consecutive workdays shall be
25 required to report to Employee Health Services prior to returning to work
26 to verify that the employee is fit to work. An employee shall remain in sick
27 leave status until he/she is released by Employee Health Services and
28 reports to his/her work site. This provision may be waived temporarily by
29 Management for employees returning to work anytime that Employee
30 Health Services is not open, except in cases of injury in which this

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

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

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

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

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

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

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

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

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

25 12.7 Sick leave shall continue to accrue during the periods of absence in which the
26 employee is in pay status.

27 12.8 Employees who are transferred from one department to another shall have their
28 sick leave credits transferred with them.

29 12.9 Unused sick leave is forfeited upon termination from the City's service.

1 12.10 Employees taking sick leave shall be compensated at their straight time hourly
2 rate of pay as set forth in Exhibit I (pay plan) for the time off work.

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

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

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

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

18 12.13 Any sick leave appearing on the employee's record in the Human Resources
19 Department that is accrued and unused upon the ratification date of this
20 Agreement may be converted to additional service credit for determining pension
21 benefits, except as provided below. Each such day of unused sick leave shall be
22 converted to one (1) full day of additional employment service credit, unless
23 otherwise provided.

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

1
2 12.14 For employees whose most recent hire date is on or after the ratification date of
3 this Agreement (October 1, 2010 – September 30, 2013), the maximum
4 accumulated unused sick leave shall not exceed 1,040 hours. Employees with
5 sick leave balances above the cap shall have their balances reduced to the
6 maximum allowed during the pay period in which the anniversary of their
7 adjusted service date occurs.
8

9 **ARTICLE 13**

10 **BEREAVEMENT LEAVE**

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

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

26 13.3 Employees taking bereavement leave shall be compensated at their straight time
27 hourly rate of pay, as set forth in Exhibit I (Pay Plan) for the time off work.

28 13.4 Regular part-time employees are eligible to receive bereavement leave in the
29 proportion that their workweek bears to a full-time workweek. A part-time
30 employee whose average workweek over a four (4) week period is greater or

1 less than their normal scheduled workweek shall have their accrual rate changed
2 to reflect the higher or lower average workweek until it returns to normal.

3 13.5 Bereavement leave must be taken within five (5) days of the death, funeral, or
4 memorial service.

5
6 **ARTICLE 14**

7 **PREMIUM PAY**

8 14.1 The provisions of this Article are intended to provide a basis for determining the
9 number of hours of work for which an employee shall be entitled to be paid at
10 premium rates.

11
12 There shall be no duplication or pyramiding in the computation of overtime, call-
13 out pay or court pay and nothing in this Agreement shall be construed to require
14 the payment of overtime more than once for the same hours worked.

15 14.2 All overtime shall be authorized by the Chief of Police or other designated
16 managerial employee(s), if such authority has been specifically delegated to
17 him/her/them. Opportunities to work scheduled overtime will be distributed
18 equally as is practicable among employees, provided the employee is qualified to
19 perform the specific overtime work required.

20 14.3 A. Upon ratification, only authorized and approved work performed in excess
21 of one hundred sixty (160) hours in a twenty-eight- (28-) day work period
22 for all employees assigned to said work period shall be paid at the
23 premium rate of one and one-half (1½) times the employee's straight time
24 hourly rate of pay as set forth in Exhibit I. Further, nothing herein shall
25 require the payment of time and one-half (1½) when an insubstantial
26 amount of time is worked in excess of the normal workday. For the
27 purpose of this Article, an insubstantial amount of time shall be
28 considered any period of time less than seven (7) minutes.

29 B. Only authorized and approved work performed in excess of eighty (80)
30 hours in any fourteen- (14-) day work period for all employees assigned to

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

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

12 1. When attendance at a "Community Policing Event" begins while on
13 duty and continues past the end of the normal duty shift, or begins
14 prior to the start of the normal duty shift and continues into the
15 normal duty shift, the time shall be considered a continuation of the
16 normal workday.

17 2. When attendance at a "Community Policing Event" begins and ends
18 while off duty, the employee shall receive premium pay at a rate of
19 one and one-half (1½) times his/her straight time rate of pay for all
20 hours worked while attending such Community Policing Events or
21 the employee shall receive a minimum guarantee of two (2) hours at
22 one and one-half (1½) times his/her straight time rate of pay,
23 whichever is greater.

24 D. When an off-duty employee covered by this Agreement is directed by a
25 supervisor to place a telephone call in furtherance of City business, and
26 the employee engages in the directed telephone activity for more than an
27 insubstantial amount of time in any particular instance, then, after
28 supervisory verification of the necessity and duration of the call (such may
29 include obtaining statements from the participants to the phone call), the

1 time involved in such telephone call shall be considered authorized and
2 approved work within the meaning of this section.

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

6 14.4 Vacations, holidays and all other paid leaves, except sick leave or hours
7 compensated for as call-out, shall count as hours worked for the purpose of
8 computing overtime. However, all above paid leave shall not count as hours
9 worked for the purpose of computing overtime when the entire regularly
10 scheduled workweek is charged as either vacation, holiday or any one type of
11 paid leave or any combination of paid leave. All vacation leave shall count as
12 hours worked when an employee is required to work overtime.

13 14.5 CALL-OUT

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

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

26 14.6 STAND-BY

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

1 14.7 OUT OF CLASS

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

8 14.8 COURT TIME

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

- 10 1. When their court appearance begins while on duty and continues
11 past the end of the normal duty shift, or begins prior to the start of
12 the normal duty shift and continues into the normal duty shift, they
13 will be permitted to retain witness fees, including travel time, and
14 shall be considered a continuation of normal duty shift.
- 15 2. When the court appearance begins and ends while off duty, they
16 shall retain the witness fee and receive premium pay for court time
17 with a minimum payment of three (3) hours in addition to the
18 witness fee.
- 19 3. A telephone deposition of the employee while off duty shall be
20 compensated with a minimum of one hour's pay.
- 21 4. An employee placed on standby status for court duty, while off
22 duty, shall receive a minimum of three (3) hours premium pay for
23 each date that they are required to serve such standby. For
24 purposes of this paragraph, "standby" means to be prepared to
25 respond within one (1) hour in court-appropriate attire to a court
26 appearance while off duty.

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

1
2 **ARTICLE 15**

3 **SPECIAL DUTY/ASSIGNMENTS PAY**

4 15.1 The number and assignment of such special duty as: Negotiation Response
5 Team, Criminal Investigations Division Detective, Drug Task Force, Special
6 Weapons and Tactics, K-9 Unit, Forensic Crime Unit Investigators, Crime
7 Prevention Officer, School Resource Officer, Field Training Officer, Evidence
8 Technicians, Mounted Unit, Aviation Unit, Traffic Homicide Investigators,
9 Training Unit, Honor Guard, Downtown Unit, ALERT, Special Operations Unit
10 and Traffic Safety Team shall be at the sole and exclusive discretion of the City.
11 Such special duty is not to be considered as a separate grade or rank and is
12 understood by the parties to be temporary in nature and assigned or withdrawn
13 at the sole discretion of the Chief of Police. Selection for special duty
14 assignments shall be based on management's determination and evaluation of
15 the individual display of specific skills and abilities. Such special assignments
16 may require the successful completion of specialized police training and/or
17 certification procedures designated by the City. To qualify for such special duty
18 pay, personnel will be required to maintain a standard of proficiency in their
19 respective specialty. Standards and means of testing proficiency may be
20 established by the Police Department. Should the title of such special duty
21 assignment change, but the function remain the same, specialty pay shall
22 continue.

23 15.2 Bargaining unit employees who are assigned by the City and who perform the
24 above-stated special duties shall receive, in addition to their base rate of pay,
25 specialty pay at the rate of sixty dollars (\$60.00) per month.

26 15.3 Employees who are assigned by the City and perform the duties of Field Training
27 Officer, as listed quarterly, shall receive ninety dollars (\$90.00) per month in
28 addition to any other specialty pay they may receive.

29 15.4 Employees who are assigned by the City, to perform the duties of a helicopter
30 pilot shall receive, in addition to his/her base rate of pay, Special Duty pay at the

1 rate of \$833.33 per month. This Special Duty pay shall not be used in the
2 computation of overtime or for any other purpose, except that such pay is
3 pensionable.

4
5 **ARTICLE 16**
6 **LONGEVITY PAY**

7 **16.1 Rates.**

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

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

- 12 (1) Twenty (20) years and not more than twenty-five (25) years -- five percent
13 (5%) of base pay; and,
14 (2) In excess of twenty-five (25) years -- six percent (6%) of base pay.

15 **16.2 Base Pay - Defined.**

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

22 **16.3 Establishment of Eligibility.**

23 Regular full-time employment of employees shall be determined as of the first full
24 pay period in the January or July immediately preceding the January or July in
25 which longevity payment is to be made; provided, for employees receiving
26 longevity for the first time, eligibility shall be determined as the first full month
27 after the employee reaches his/her fifth year anniversary and payment shall be
28 made only in accordance with Section 16.6B.1; and provided further, any person
29 who is retired under a pension plan of the City shall not be eligible for such
30 additional compensation under the provisions hereunder. In order for the

1 employee's time employed to be counted for purposes of calculating his/her
2 years of service for longevity purpose, the employee must have been in the
3 continuous, regular full-time employ with the City for the entire period. In order to
4 receive payment hereunder, the employee must still be in a regular status with
5 the City the month in which the payment is actually made.

6 16.4 Continuity of Service; Exceptions.

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

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

20 16.5 Separation from Service.

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

26 16.6 Calculation of Payment.

27 A. Normal payments - in general.

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

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

10 B. Proration

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

13 In the event an employee's anniversary of his/her adjusted service date
14 for longevity purposes falls within any six (6) month period for which the
15 employee is being paid under the provisions hereof, then the number of
16 full months service in such period after the said employee's anniversary of
17 his/her adjusted service date shall be computed at the higher rate
18 indicated above and the remainder of the months shall be calculated at
19 the lower rate indicated above. (Example: if an employee hired out as a
20 regular full-time employee with the City on January 13, 1978, the
21 employee's twenty (20) year anniversary of his/her adjusted service date
22 would be on January 13, 1998. For the payment in July 1998, the
23 employee would receive payment for January 1998, calculated at the four
24 percent (4%) rate and for February, March, April, May and June 1998,
25 calculated at five percent (5%) rate.)
26

1 **ARTICLE 17**

2 **HOSPITALIZATION AND LIFE INSURANCE**

3 17.1 Any future premium increases in Health Insurance shall be shared equally by the
4 employee and the employer; provided that the employee shall not pay more than
5 twenty percent (20%) of the total premium for Employee only coverage.

6 17.2 Regular part-time employees shall pay bi-weekly for Health Insurance on a three
7 quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-time
8 position.

9 17.3 The City, during the term of this Agreement, will pay one hundred percent
10 (100%) of the premium cost for life insurance.

11 17.4 The City may open this article at anytime during the term of this agreement with
12 thirty (30) days' notice to the FOP.

13 17.5 Employees covered by this Agreement who retire during the term of this
14 Agreement shall receive the Retiree Insurance Benefit as described below,
15 ending the month of September, 2013, unless changes to said Benefit described
16 below are negotiated in accordance with Chapter 447, Florida Statutes. After the
17 month of September, 2013, unless changes to said Benefit described below are
18 negotiated in accordance with Chapter 447, Florida Statutes, the City shall have
19 no obligation whatsoever to make any payment for any retiree insurance
20 benefits, described below, or as provided by any ordinance of the City of
21 Gainesville or otherwise provided for any employee covered by this Agreement.
22 The City's contribution towards a monthly premium shall be determined as
23 follows:

- 24 (a) Normal or early retirement - Ten dollars x number of years of credited
25 service and portion thereof:
26 Plus \$5.00 x number of years of age and portion thereof over 65, on the
27 date the retiree first accesses (enters) the retiree health insurance
28 program

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

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

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

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

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

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

28
29 (c) The City's amount of contribution toward the monthly premium, calculated
30 under (a) or (b) above, will be adjusted annually at a rate of 50% of the

1 annual percentage change in the individual premium of the least costly
2 option offered the prior plan year. The adjustment will occur at the
3 beginning of the first Plan Year after the initial city contribution has been
4 determined. The amount of city contribution the retiree would initially be
5 eligible for, calculated as of the date of retirement, will be adjusted
6 annually, whether or not the retiree has chosen to enter the retiree health
7 insurance program immediately upon retirement.

8 (d) City's Contribution

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

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

23
24 **ARTICLE 18**

25 **TUITION REIMBURSEMENT**

26 18.1 Tuition Reimbursement shall be administered in accordance with City of
27 Gainesville HR Policy B-1, which was revised on 10/4/12. The City will not
28 substantially modify application of this policy, as pertains to employees covered
29 by this Agreement, unless the Union is provided an opportunity to negotiate in
30 accordance with Chapter 447, Florida Statutes, concerning the change.

1 18.2 The City of Gainesville will provide funding to support this program and to assist
2 employees with accredited educational tuition costs. An attempt will be made to
3 distribute above said funds so they will be available for each school term.
4

5 ARTICLE 19

6 MISCELLANEOUS EMPLOYEE BENEFITS

7 19.1 The City, during the term of this Agreement (October 1, 2010 – September 30,
8 13), will provide a dry cleaning allowance each year of the agreement in the
9 amount of \$550.00. One-half ($\frac{1}{2}$) shall be paid on a pro-rata basis on or about
10 October 1st, and April 1st.
11

12 The City, during the term of the Agreement (October 1, 2010 – September 30,
13 2013), shall provide an annual clothing allowance to all personnel assigned to
14 plain clothes each year of the agreement in the amount of: \$575.00. One-half
15 ($\frac{1}{2}$) shall be paid on a pro-rata basis on or about September 30, and April 1st.
16

17 Beginning with the third fiscal year (October 1, 2012 – September 30, 2013) of
18 this Agreement, all employees covered by this Agreement shall receive one
19 hundred (\$100.00) dollars annual leather allowance, to be paid within the first
20 quarter of the fiscal year.
21

22 In the event ratification occurs after one or more payments would have been
23 made, the City agrees to provide full payment for any part of the allowances
24 described above that are otherwise due. Such payment shall be made within
25 sixty (60) days of ratification of this Agreement.
26

27 There shall be no allowances under this article after September 30, 2013, unless
28 and until there is a new Agreement in effect providing for such allowance.
29

- 1 19.2 Annual health assessments will be given employees covered by this Agreement.
2 Periodic physical examinations will be given to employees covered by this
3 Agreement as follows: Type A at employment and at age 40, 50 and 60. Type B
4 at age 30, 35, 45 and 55. The City's Employee Health Services and/or City
5 doctor may prescribe more extensive tests (e.g., stress, EKG) should the
6 physical history or preliminary lab work indicate a need for a more extensive
7 physical examination.
- 8 19.3 In the event of death, all compensation due to the employee as of the effective
9 date of death shall be paid to the beneficiary, surviving spouse, or to the estate
10 of the employee as determined by law or by executed forms in his/her personnel
11 folder.
- 12 19.4 When an employee is required to use his/her personal automobile in the
13 performance of City business, said employee will be reimbursed for operating
14 expenses at the rate outlined in the City's Travel Policy, exclusive of mileage
15 traveled to and from his/her work location.
- 16 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program
17 for local and state law enforcement officers and correctional officers (F.S.943),
18 then the City shall, upon request, meet and confer with the FOP concerning the
19 City's adoption and funding of an analogous program.
- 20 19.6 General: Leave Bank
- 21 A. An employee having used all his/her sick and vacation leave due to
22 absence resulting from a serious illness, accident or disability of the
23 employee, or of the employee's immediate household family (defined as
24 spouse, or certified/registered domestic partner or dependent children, or
25 mother, or father, living in the same domicile), where the employee's
26 presence is needed, may receive vacation leave donated on a strictly
27 voluntary basis by fellow employees. Fellow employees may contract to
28 donate a minimum of two (2) hours of their vacation leave time to the
29 affected employee. The maximum number of hours an employee may
30 donate is forty (40) hours for employees working a 40-hour workweek.

1 The total donated time from fellow employees shall not exceed 480 hours,
2 except as provided below.

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

7 **B. ELIGIBILITY**

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

11 **C. TIME LIMIT**

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

25 **D.** In addition to the procedures described in items A through C above, an
26 employee may, with the following additional restrictions, receive voluntarily
27 donated vacation leave in advance of having used up all of his or her sick
28 leave. In those situations where an employee is absent due to serious
29 illness, accident or disability, which condition is expected, based upon
30 reasonable medical probability, to result in death within one (1) year from

1 the creation of the Leave Bank, the Leave Bank may be created and
2 donated vacation leave credited to the employee's sick leave account
3 prior to the employee having exhausted his or her own earned sick leave.
4 Utilization of donated vacation leave in this manner is limited to those
5 situations in which the employee, at the time the authorization to create a
6 Leave Bank is given, had at least eighty percent (80%) of the credited
7 service needed for normal retirement and was otherwise eligible for
8 normal retirement.

9 19.7 The take-home car program shall be amended as follows:

- 10 A. All employees who have a Police Department take-home vehicle, shall be
11 permitted to use the take-home vehicle within Alachua County for the
12 purposes of driving to and from work, attending accredited schools
13 (educational classes), picking up uniforms from the dry cleaners, or
14 engaging in physical fitness activity, or unless justified for operational
15 purposes designated by the Chief, i.e. on call.
- 16 B. In addition, employees may transport passengers who are not City
17 employees and are not on City business during the employee's off-duty
18 hours under the following conditions:
- 19 1. Passengers are restricted to the employee's family members as
20 defined in Article 12.2D of this Agreement;
 - 21 2. Transportation is limited to driving family members to and from
22 daycare or school;
 - 23 3. The employee must submit a list of those family members to be
24 transported, along with the address(es) of the daycare or school, to the
25 Chief of Police or designee and receive written approval prior to
26 transporting any person not a City employee or a person on City
27 business;
 - 28 4. Any change in the number or identity of family members to be
29 transported must be made in writing to the Chief of Police or designee
30 for approval at least fifteen (15) days prior to beginning the change;

1 5. The officer shall purchase at his/her sole expense, liability coverage on
2 the vehicle assigned to him/her and the City of Gainesville shall be
3 named an additional insured. The employee must also provide
4 Personal Injury Protection (PIP) coverage as required by statute. The
5 limits of the liability coverage shall be at least \$100,000 per individual
6 and \$300,000 per occurrence. Proof of insurance shall be submitted
7 to the Chief of Police or designee upon beginning this program and
8 shall be verified on an annual basis;

9 6. The officer shall maintain the required automobile liability and PIP
10 coverage for as long as the member participates in the take-home
11 vehicle program and when passengers under this subsection may be
12 transported. The required automobile liability and PIP coverage shall
13 be in place prior to the officer transporting a family member in the City
14 vehicle. Thirty (30) days notice shall be provided to the City of
15 Gainesville before the insurance coverage on the vehicle can be
16 cancelled or reduced below required limits;

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

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

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

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

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

3 19.8 Upon ratification of this Agreement, a monthly cell phone stipend of \$15 will be
4 provided to all FOP-covered employees provided they have a personal cell
5 phone, use their personal cell phone for City business during normal business
6 hours and are not issued a City cell phone. The Department reserves the right to
7 determine who is issued a City cell phone. Employees without a personal cell
8 phone will not receive the stipend. Employees who utilize a personal or City-
9 issued cell phone to conduct official City business have no reasonable
10 expectation of privacy when doing so. Employees receiving the stipend are
11 expected to utilize their personal cell phone to conduct official business during
12 their normal business hours.

13
14 **ARTICLE 20**

15 **WORKERS' COMPENSATION**

16 20.1 Payment of workers' compensation benefits to all employees who are disabled
17 because of an injury arising out of, and in the course of, performing their duties
18 with the City will be governed as follows: full workers' compensation benefits as
19 provided in accordance with the Workers' Compensation Law, Chapter 440,
20 Florida Statutes.

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

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

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

9

1 21.5 Extension of Leave

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

7 21.6 Family and Medical Leave

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

13 FMLA will be granted for:

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

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

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

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

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

14 C. Eligibility Requirements

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

18 D. Definition of Serious Health Condition

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

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

1 Subject to certain conditions, the continuing treatment requirement may
2 be met by a period of incapacity of more than three (3) consecutive
3 calendar days combined with at least two (2) visits to a health care
4 provider or one (1) visit resulting in a regimen of continuing treatment;
5 incapacity due to pregnancy; or incapacity due to a chronic, permanent or
6 long-term serious health condition.

7 E. Use of Leave

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

14
15 F. Substitution of Paid Leave for Unpaid Leave

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

18
19 G. Employee Responsibilities

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

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

1 information on symptoms, diagnosis, hospitalization, examination results,
2 whether medication has been prescribed, any referrals for treatment
3 (physical therapy, for example), any other regimen of continuing
4 treatment, or circumstances supporting the need for military family leave.
5

6 Employees also must inform EHS if the requested leave is for a reason for
7 which FMLA was previously taken or certified, and may be required to
8 provide a certification and periodic recertification supporting the need for
9 leave. Documentation must be provided in a timely manner, or FMLA
10 leave may be denied, use of paid leave may be denied, employees may
11 lose job benefits and protections, and may be subject to disciplinary
12 action.
13

14 H. Conditions:

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

1 employee is qualified for the position and if the alternative position
2 would better accommodate the intermittent or reduced schedule.

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

8 5. The employee's position may be filled by a temporary appointment
9 or assignment of another employee. At the expiration of the leave,
10 the employee shall be reinstated in the position vacated, if it exists
11 and reinstatement is otherwise warranted.

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

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

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

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

15
16 21.7 How available paid leave is applied to an FMLA or Partner Leave
17 qualifying event

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

22 B. Designated Leave System

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

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

12 21.8 FMLA and Partner Leave Definitions

- 13 A. Child: includes a biological, adopted or foster child, stepchild, a legal
14 ward, or a child for whom the employee stands in loco parentis (i.e. in the
15 place of a parent) who is under eighteen (18) years of age; or eighteen
16 (18) years of age or older and incapable of self-care because of a mental
17 or physical disability. (FMLA)
- 18 B. Parent: means the biological parent of an employee or an individual who
19 stood in loco parentis to an employee when the employee was a son or
20 daughter. (FMLA)
- 21 C. Leave Year: The twelve- (12-) month period measured forward from
22 January 1 each year, except in the case of covered service member
23 caregiver leave (see 21.6B).

24 21.9 Certified or Registered Domestic Partner medical leave (Partner)

- 25 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
26 medical leave in the FMLA leave year. Eligible employees may also take
27 covered service member caregiver leave, if the covered service member
28 is the eligible employee's Certified or Registered Domestic Partner, for a
29 maximum twenty-six (26) weeks as described in 21.6B. Unless otherwise
30 required by law, the amount of partner leave available to an employee

1 may be reduced by leave taken pursuant to 21.6, FMLA, during the same
2 leave year. This leave may be paid if applicable leave is available or the
3 leave may be unpaid. The FMLA Leave Year is defined as the twelve-
4 (12-) month period measured forward from January 1 each year.

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

7 **21.10 Personal Leave**

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

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

- 17 B. Conditions:

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

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

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

1 deducting from any sums due the employee arising out of the
2 employment relationship, or by initiating legal action against the
3 employee to recover such costs.
4

ARTICLE 22
MILITARY LEAVE

1
2
3 22.1 Active duty

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

6 22.2 Reserve or Guard Annual Training

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

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

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

20 22.4 Computing Time Under This Article

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

25 22.5 Requests for Military Leave

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

1
2 22.6 Military Leave Without Pay

3 In the event military leave is required in excess of the time allowed in paragraphs
4 22.2 and 22.3, the employee may be granted additional leave without pay or
5 he/she may elect to use earned vacation (annual leave). Use of vacation
6 (annual leave) will not be required prior to allowing leave without pay.
7

8 **ARTICLE 23**

9 **JOB VACANCY - PROBATION - PROMOTION**

10 23.1 The following factors shall be considered in selecting employees for promotion:

- 11 A. Sufficient ability and qualifications to perform the work as indicated in the
12 job descriptions. If the number of candidates meeting the minimum
13 qualifications as stated in the job announcement exceeds twelve (12),
14 further screening may be utilized. Candidates' ability and qualifications
15 may be evaluated by written examinations, oral examinations, candidate
16 profiles and/or assessment centers. In the event an oral examination is
17 utilized to evaluate a candidate's abilities and qualifications, the
18 composition of the oral examination board will be agreed upon by the FOP
19 and the City. Any disagreement between the Chief of Police and the FOP
20 will be resolved by the City Manager.
- 21 B. The results of the promotional assessment process shall be valid for the
22 twenty-four (24) months from the posting date of the list of candidates
23 recommended for promotion. Promotional processes may be held on an
24 annual basis if the number of successful candidates falls below an
25 acceptable number as determined by the Chief of Police. When a new
26 process is held, all candidates who wish to be considered for promotion
27 must participate in the new process.
- 28 C. Promotional candidate selection shall be made from an alphabetical list of
29 candidates who have passed all components of the selection process.
30

1 D. Length of Service for eligibility for promotion:

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

6
7 Sergeant Currently a Corporal with GPD having held that
8 rank for at least the one (1) full year
9 immediately preceding application.

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

13
14 23.2 A. Initial Probation:

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

21 B. Promotional Probation:

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

27 23.3 Transfers

28 A designee or designees selected by the Chief of Police shall compile,
29 summarize, and report to the Chief information relating to requests for

1 transfers between bureaus. However, such designees shall have no
2 decision making authority. Instead, the Chief shall have final authority on
3 all transfers.

4
5 **ARTICLE 24**

6 **LAYOFF**

7 **24.1 Layoff.**

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

13 **24.2** Whenever the Chief of Police, under Section 24.1, determines a person in the
14 classification of Sergeant or Corporal should be laid off, that person shall have
15 the option of being laid off or of being reduced to the next lower classification in
16 the Department (both responsibility and pay-wise). In the latter event
17 (reduction), the least senior person in the classification reduced to shall be
18 reduced or laid off, as above.

19 **24.3** In the sole discretion of the City, the City may provide severance pay to
20 employees at the time of their voluntary or involuntary separation from
21 employment. The funding and implementation of this severance pay is at the
22 City's sole discretion.

23
24
25 **ARTICLE 25**

26 **RECALL**

27 **25.1 Recall.**

28 A. Employees laid off or reduced as set forth in Section 24.1 shall be
29 recalled in the reverse order from which they were laid off.

- 1 B. Regular employees laid off shall have precedence for recall to their former
2 classification over other applicants for a period of one hundred eighty
3 (180) days.
- 4 C. Laid off employees recalled within 180 days shall have their tenure of
5 service restored. If reemployed after 180 days, the employee shall be
6 treated as a new employee.
- 7 D. The City will offer recall to laid-off employees by certified mail to the last
8 known address on file with the Human Resources Department. If the laid-
9 off employee fails to report to the Human Resources Department his/her
10 intentions of returning to work within seven (7) days after mailing of said
11 certified notice, tenure of service shall be broken. Extenuating
12 circumstances may receive consideration by management and the Human
13 Resources Director.
- 14
- 15

ARTICLE 26
LENGTH OF SERVICE

26.1 Length of Service.

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

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

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

1 **ARTICLE 27**

2 **LIABILITY**

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

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

16
17 **ARTICLE 28**

18 **HEALTH AND SAFETY**

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

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

1 necessary, and shall receive a one-time, lump sum payment for
2 that portion of the \$1,170 that is above the range maximum.

- 3 3. Effective the first full pay period in January 2012 (retroactive),
4 **Police Sergeants** covered by this Agreement shall have their
5 annual base pay rate increased by \$1,300, provided such increase
6 shall not exceed the maximum pay rate for the classification.
7 Employees whose annual base pay rate prior to the increase is less
8 than, equal to, or greater than the range maximum shall have their
9 annual base pay rate increased to the maximum of the range, as
10 necessary, and shall receive a one-time, lump sum payment for
11 that portion of the \$1,300 that is above the range maximum.

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

12
13 B. Fiscal Year 2012-2013

14 Except as provided in 29.3 below, all increases made pursuant to this
15 section (29.1B) shall be based on the base rate of pay any eligible
16 employee was earning effective January 7, 2013. In no event shall any
17 increase or combination of increases result in a base rate of pay that is
18 greater than the maximum of the appropriate range. Only the
19 classification of the eligible employee on January 7, 2013, will be
20 considered in determining payments pursuant to this section. In addition,
21 there shall be no range movement for the 2013 contract year (October 1,
22 2012 – September 30, 2013), unless range movement is negotiated in
23 accordance with Ch. 447 FS. Either party may, upon written notice prior
24 to September 1, 2013, reopen this section (29.1B) to negotiate
25 modifications to pay ranges only.

- 1 1. Effective the first full pay period in January 2013 (retroactive),
2 **Police Officers** covered by this Agreement shall have their annual
3 base pay rate increased by \$1,020, provided such increase shall
4 not exceed the maximum pay rate for the classification.
5 Employees whose annual base rate prior to the increase is less
6 than, equal to, or greater than the range maximum shall have their
7 annual base pay rate increased to the maximum of the range, as
8 necessary, and shall receive a one-time, lump sum payment for
9 that portion of the \$1,020 that is above the range maximum.
- 10 2. Effective the first full pay period in January 2013 (retroactive),
11 **Police Corporals** covered by this Agreement shall have their
12 annual base pay rate increased by \$1,190, provided such increase
13 shall not exceed the maximum pay rate for the classification.
14 Employees whose annual base pay rate prior to the increase is less
15 than, equal to, or greater than the range maximum shall have their
16 annual base pay rate increased to the maximum of the range, as
17 necessary, and shall receive a one-time, lump sum payment for
18 that portion of the \$1,190 that is above the range maximum.
- 19 3. Effective the first full pay period in January 2013 (retroactive),
20 **Police Sergeants** covered by this Agreement shall have their
21 annual base pay rate increased by \$1,320, provided such increase
22 shall not exceed the maximum pay rate for the classification.
23 Employees whose annual base pay rate prior to the increase is less
24 than, equal to, or greater than the range maximum shall have their
25 annual base pay rate increased to the maximum of the range, as
26 necessary, and shall receive a one-time, lump sum payment for
27 that portion of the \$1,320 that is above the range maximum.

Rank	Increase	Effective Date of Increase
Police Officer	\$1,020	January 7, 2013

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

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

29.2 Merit or Performance Increases

- A. Effective October 1, 2010 through September 30, 2013, there shall be no Merit Increases.
- B. For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30. Employees will continue to be reviewed, but there will be no Merit Increases associated with these reviews.
- C. There shall be no Merit or performance Increases after the expiration date of this Agreement unless and until there is a new agreement in effect providing for such increases.

29.3 A. Promotion

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

B. Transfer

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

4 C. Temporary Assignments.

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

8 D. Demotion

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

13 E. Deferred Retirement Option Program

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

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

30

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

1

Fiscal Year 2013		
Rank	Increase	Effective Date of Payment
Police Officer	\$1,020	January 7, 2013
Police Corporal	\$1,190	
Police Sergeant	\$1,320	

2

3

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

ARTICLE 30

SEVERABILITY

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

ARTICLE 31

DRUG TESTING

19

20

21

31.1 The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job

1 performance, lost productivity, absenteeism, accidents, wasted materials,
2 lowered morale, rising health care costs, and diminished interpersonal
3 relationship skills. The City and the Union share a commitment to solve this
4 problem and to create and maintain a drug-free work place. The parties have,
5 therefore, agreed to the policy outlined in Addendum "A".
6

7 **ARTICLE 32**

8 **K-9 PERSONNEL**

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

24 32.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19
25 while so assigned. Commuting time is not compensated. Officers' must live in
26 an area where the canine can be exercised according to Department standards.

27 32.3 K-9 Officers shall be provided with food for the assigned canine, veterinarian
28 fees and other necessary equipment and materials in accordance with current
29 practices.
30

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

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

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

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

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

19 34.3 In contracting for billable services for special large scale events, the City may
20 agree to a rate different than that provided in paragraph 34.2.D. This option
21 shall apply to the University Athletic Association (UAA), Gator Nationals, or
22 ESPN, without notice to the FOP; or other similar vendors upon notice to the
23 FOP.

24 34.4 Hours worked under this Article do not count as hours worked for the purpose of
25 computing overtime in Article 14.
26
27

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 20th day of June
2 2013*.

3
4 THE CITY OF GAINESVILLE,
5 FLORIDA

FRATERNAL ORDER OF POLICE

6
7 
8
9 CITY MANAGER


FOP PRESIDENT, Jeff McAdams

10
11
12 APPROVED AS TO FORM AND LEGALITY:

13
14 
15
16 *for* CITY ATTORNEY

17
18 CITY COMMITTEE:
19 Lynn McClary, Assistant Human Resources Director
20 Scott Heffner, Labor Relations Specialist
21 Richard Hanna, Police Major

22
23 * Date ratified by last party.

City of Gainesville
 2010- 2011 Pay Plan
 Police – FOP

Effective 1/10/2011

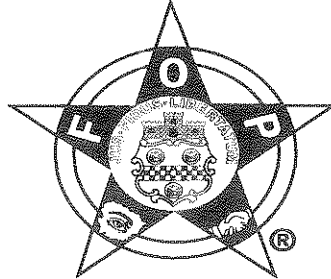
		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$36,067.49	\$45,084.36	\$54,101.23
	Hourly	\$17.3401	\$21.6752	\$26.0102
	7323	Police Officer (non-certified)		

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

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

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

Fraternal Order of Police Gator Lodge 67



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

Gainesville Police Labor Council

Representing Sergeants, Corporals & Officers

AUTHORIZATION FOR FOP DUES DEDUCTION

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

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

Print Name

Signature

Social Security Number

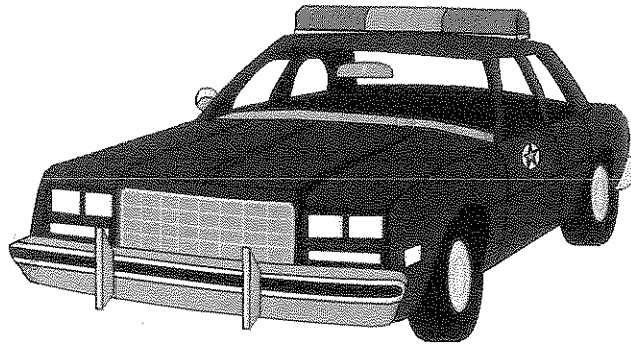
Date

Employer/Payroll Information:

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

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

**FRATERNAL
ORDER OF
POLICE**



**DRUG-FREE
WORKPLACE
PROGRAM**

ADDENDUM A

FRATERNAL ORDER OF POLICE

DRUG-FREE WORKPLACE

PROGRAM

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

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

21 **II. SCOPE**

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

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

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

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

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

12 IV. DEFINITIONS

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

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

38 V. ALCOHOL USE PROHIBITIONS

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

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

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

36 Refusal is defined as follows:

37
38
39 Refuse to submit (to an alcohol or controlled substances test) means that
40 an employee:

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

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

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

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

13 (a) During working hours, or
14

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

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

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

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

30 VI. DRUG USE PROHIBITIONS

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

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

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

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

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

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

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

3
4 Refusal is defined as follows:

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

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

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

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

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

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

29 **VII. TESTING**

30
31 **A. Testing of Applicants**

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

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

1
2 B. Reasonable Suspicion Testing

3
4 1. "Reasonable suspicion testing" means drug testing based on a belief
5 that an employee is using, or has used drugs (including alcohol as
6 defined in paragraph IV.(a) above) in violation of the City's program,
7 on the basis of specific, contemporaneous, physical, behavioral or
8 performance indicators of probable drug use. It is a belief based on
9 objective facts which could reasonably lead an observer to further
10 investigation.

11
12 Two management representatives shall substantiate and concur in
13 the decision to test said employee, if feasible. Only one
14 management representative need personally investigate or witness
15 the conduct. The management representative(s) and witness(es)
16 shall have received training in the identification of actions,
17 appearance, conduct or odors which are indicative of the use of
18 drugs or alcohol. If a management representative believes
19 reasonable suspicion exists, the management representative shall
20 report his or her findings and observations to the next higher
21 management representative having administrative responsibility for
22 the affected employee. Upon approval by the next higher
23 management representative, the employee will be directed to
24 immediately submit to a drug test(s). When chemical breath testing
25 for alcohol testing is used, the test may be conducted immediately at
26 the work site or later at the collection site. Factors which
27 substantiate cause to test for drugs shall be documented by the
28 management representative on the Substance Abuse Investigation
29 Report Form (see Attachment II) which must be completed as soon
30 as practicable, but no later than four (4) days after the employee has
31 been tested for drugs. A copy of this report will be given to the
32 employee upon request.

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

40
41 The Police Chief or designee shall require an employee to undergo
42 drug testing if there is reasonable suspicion that the employee is in
43 violation of the City of Gainesville Drug-Free Workplace Program.
44 Circumstances which constitute a basis for determining "reasonable
45 suspicion", individually (except as provided in g. below) or in
46 combination, may include but are not limited to:

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

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

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

1 tardiness, a continued poor record (within eighteen months)
2 that warrants a second or subsequent suspension action may
3 result in a request for a drug test. This factor alone will not be
4 cause for testing.
5

6 h. Odor: Odor of cannabis or alcoholic beverages upon the
7 person.
8

9 i. Performance Related Accidents: Each employee whose
10 performance either contributed to the accident or whose
11 performance cannot be discounted as a contributing factor to
12 the accident shall be drug tested. The management
13 representative having administrative responsibility for the
14 employee involved in the accident shall ensure that a drug
15 test is performed as soon as possible after the accident. Any
16 necessary emergency medical care should be provided prior
17 to initiating testing. In absence of the need for emergency
18 care the testing should be performed immediately. No drug
19 test should be administered after 32 hours. If drug testing is
20 not initiated within thirty-two (32) hours, the management
21 representative shall document the reason testing was not
22 completed within thirty-two (32) hours and submit it to
23 Employee Health Services.
24

25 Should evidence of alcohol be present, i.e., an odor of
26 alcohol, open containers, or a statement from a witness
27 confirming alcohol consumption, the management
28 representative must ensure alcohol testing is done
29 immediately after the accident unless emergency medical
30 care is required. An employee should be tested within 2
31 hours after the accident if at all possible. If alcohol testing is
32 not initiated within eight (8) hours, the management
33 representative shall document the reason testing was not
34 completed within eight (8) hours and submit it to Employee
35 Health Services.
36

37 The following are conditions that require accident related
38 testing:
39

40 1) City employee operating a city vehicle at any time, or a
41 non city vehicle on city business, and involved in an
42 accident that results in a citation for a moving violation,
43 or in any of the consequences described in 2) below.
44

45 2) Work related accident resulting in:
46

- 1 (a) death to another person or employee.
2 However, death of another person as a result of
3 training or a "use of force" must also be based
4 on one or more reasonable suspicion criteria as
5 listed in a. - h. above.
6
7 (b) injury to the employee, requiring medical
8 treatment at an off-site (away from the scene of
9 the accident) medical facility other than
10 Employee Health Services. If the injury is of
11 such character as would have been treated at
12 Employee Health Services, but for the
13 unavailability of Employee Health Services,
14 management may waive this requirement.
15 "Unavailability" means occurring at a time other
16 than the hours of operation of Employee Health
17 Service or at such distance from Employee
18 Health Services as to render their use
19 impractical. Injuries must also be based on one
20 or more reasonable suspicion criteria as listed in
21 a. - h. above.
22
23 (c) property damage estimated to be greater than
24 \$2500, unless the employee can be absolved of
25 all blame in the accident.
26

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

29 C. Random Testing
30

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

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

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

10 D. Random or Position Change Testing
11

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

20 (a) For Random testing, the employee shall report to EHS as soon as
21 practical, but in no event, no later than 24 hours after notification.
22 EHS shall then conduct the eight (8) panel dip stick drug test.
23 Refusal to submit to or failure to pass this test shall result in the
24 employee being referred to the testing lab for further testing or may
25 result in disciplinary action, up to and including dismissal.
26

27 (b) For Position Change testing, the employee shall report to EHS within
28 48 hours of receiving notification that they have been selected to fill
29 such position. EHS will then conduct the eight (8) panel dip stick
30 urine drug test. Refusal to submit to or failure to pass this test shall
31 result in the employee being referred to the testing lab for further
32 testing or will result in discipline as described in VI.F and G of this
33 Drug Free Workplace program.
34

35 (c) A referral to the testing lab for Random or Position Change testing
36 will require EHS to immediately contact the Personnel Unit of the
37 Gainesville Police Department who will then be responsible for
38 escorting the employee to the testing lab and remaining with the
39 employee until the testing is completed.
40
41
42

43 E. Follow-up Testing
44

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

17 F. Routine Fitness for Duty

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

26 G. Additional Testing

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

30 H. Refusal to Test

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

37 **VIII. TESTING PROCEDURE**

38
39 A. Tested Substances

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

1
2 Alcohol
3 Amphetamines (Biphetamine, Desoxyn, Dexedrine)
4 Cannabinoids (i.e., marijuana, hashish)
5 Cocaine
6 Phencyclidine (PCP)
7 Methaqualone (Quaalude, Parest, Sopor)
8 Opiates
9 Barbiturates (Phenobarbital, Tuinal, Amytal)
10 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion,
11 Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
12 Methadone (Dolophine, Methadose)
13 Propoxyphene (Darvocet, Darvon N, Dolene)
14

15
16
17
18 B. Designated Laboratory

19
20 1. Because of the potential adverse consequences of test results on
21 employees, the City will employ a very accurate testing program.
22 Specimen samples will be analyzed by a highly qualified,
23 independent laboratory which has been selected by the City and
24 certified by the appropriate regulatory agency. The name and
25 address of the certified laboratory currently used by the City is on file
26 with the Manager of Employee Health Services.
27

28 C. Notification of Prescription Drug Use

29
30 Applicants and employees will be given an opportunity prior to and after
31 testing to, on a confidential basis, provide any information they consider
32 relevant to the test including listing all drugs they have taken within the
33 immediately preceding 30-day period, including prescribed drugs and to
34 explain the circumstances of the use of those drugs in writing or other
35 relevant medical information on a Drug Use Information form, which
36 information will be furnished to the Medical Review Officer (MRO) in the
37 event of a positive confirmed result. Applicants and employees will also be
38 provided with a notice of the most common medications by brand name or
39 common name, as well as the chemical name which may alter or affect a
40 drug test.
41

42 D. Testing of Injured Employees
43

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

14 E. Body Specimens

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

33 F. Cost of Testing

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

43 G. Collection Site, Work Site
44

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

21 H. Collection Site, Work Site, Personnel

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

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

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

39 I. Testing Laboratory

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

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

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

17 J. Initial Tests Used

18
19 Initial tests will use an immunoassay except that the test for alcohol will be a
20 chemical breath test. The following cutoff levels will be used when
21 screening specimens to determine whether they are positive or negative for
22 these drugs or metabolites. All levels equal to or exceeding the following
23 will be reported as positive:

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

36

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

38
39 All blood and urine specimens identified as positive on the initial test will be
40 confirmed using gas chromatography/mass spectrometry (GC/MS) or an
41 equivalent or more accurate scientifically accepted method approved by the
42 HCA, except that alcohol will be confirmed using an evidential breath
43 testing device (EBT). All confirmation will be done by quantitative analysis.
44 Concentrations which exceed the linear region of the standard curve will be
45 documented in the laboratory and recorded as "greater than highest

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

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

17
18 L. Comparable Procedures

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

26 **IX. TEST RESULTS**

27 A. Reporting Results

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

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

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3. The laboratory will transmit results in a manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
 4. As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that positive and negative test results were properly analyzed and handled according to HCA rules. The MRO may require a retest. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s) reported by the lab, verify 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. Within three (3) days of receipt of the test results, the MRO will: (1) notify Designated Employer Representative (DER) of negative results, and (2) contact the employee or job applicant regarding a confirmed positive test result and make such inquiry as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test results. In this later case, the MRO will follow the applicable 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.

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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 (2) working 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. Upon receipt of notification by the City that an employee or applicant failed to meet with the MRO upon his or her request or failed to promptly provide requested information the City will disqualify an applicant

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

3
4 6. Within five (5) calendar days after the City receives a confirmed
5 positive test result from the MRO, The City will notify the employee or
6 job applicant in writing of such test results, the consequences of
7 such results, and the options available to the employee or job
8 applicant, including the right to file an administrative or legal
9 challenge. Notification shall be mailed certified or hand delivered.
10 Hand delivery is the preferred method of providing notice to
11 employees. Mailed notification shall be deemed received by the
12 employee or applicant when signed for, or seven (7) calendar days
13 after mailing, whichever occurs first.

14
15 7. The City will, upon request, provide to the employee or job applicant
16 a copy of the test results (positive or negative).

17
18 8. Unless otherwise instructed by the City in writing, all written records
19 pertaining to a given specimen will be retained by the drug testing
20 laboratory for a minimum of two (2) years. The drug testing
21 laboratory shall retain (in properly secured refrigerated or frozen
22 storage) for a minimum period of one year, all confirmed positive
23 specimens. Within this one year period the City, employee, job
24 applicant, MRO or HCA may request, in writing, that the laboratory
25 retain the specimen for an additional period of time. If no such
26 request, or notice of challenge is received (See paragraph IX.B.3.
27 below.), the laboratory may discard the specimen after 210 days of
28 storage.

29
30 B. Challenges to Test Results

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

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

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

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

5 C. Employee/Applicant Protection
6

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

41 D. Comparable Procedures
42

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

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

4 **X. EMPLOYEE ASSISTANCE PROGRAM (EAP)**
5

6 A. The City regards its employees as its most important asset. Accordingly,
7 the City maintains an EAP which provides help to employees who suffer
8 from alcohol or drug abuse and other personal or emotional problems.
9 Employees with such problems should seek confidential assistance from
10 the EAP or other community resources before drug or alcohol problems
11 lead to disciplinary action. Employees may contact Employee Health
12 Services for the name of the City's EAP.
13

14 B. Information about a self-referred employee's contact with the EAP is
15 confidential and will not be disseminated without the employee's
16 permission. Further, an employee is not subject to discipline solely as a
17 result of a self referral for treatment.
18

19 C. However, use of the EAP or other community resources will not shield the
20 employee from appropriate disciplinary action for violations of the City's
21 Drug-Free Workplace Program if such violations come to the City's attention
22 through other means, including, but not limited to, reports from employees
23 or outsiders, direct observation, or drug testing.
24

25 D. Employees referred to the Substance Abuse Professional (SAP) as a result
26 of a first violation of the City's Drug-Free Workplace Program will be allowed
27 to continue their employment with the City provided they:
28

- 29 1. contact the SAP and strictly adhere to all the terms of treatment and
30 counseling; and
- 31 2. immediately cease any and all abuse/use of alcohol/drugs; and
- 32 3. consent, in writing, to periodic unannounced testing for a period of up
33 to 60 months after returning to work or completion of any
34 rehabilitation program, whichever is later; and
- 35 4. pass all drug test(s) administered under this program and
- 36 5. The employee and the certified bargaining representative, if any,
37 executes and abides by an agreement describing the required
38 conditions.
39
40
41
42
43
44

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

6 **XI. INVESTIGATION**
7

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

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

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

11
12 B. Arrests:

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

- 25
26 1. During the preliminary investigation, an employee may be placed on
27 leave with pay, if applicable, or removed from his/her
28 assignment/position.
29 2. After the preliminary investigation is completed, but in no event later
30 than 15 days after the Police Chief/Designee learns of the arrest, normal
31 personnel procedures shall be implemented.

32 **XIII. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

39 40 **A. Resource File**

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

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

8 B. Individual Test Results

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

22 C. General Records of the City

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

34 D. Drug Training Program

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

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

3
4 2. The educational and training components described in paragraphs
5 D.1.b. and D.1.c. above shall include the following:

6
7 a. The effects and consequences of drug use on personal
8 health, safety and work environment;

9
10 b. The manifestations and behavioral changes that may indicate
11 drug use or abuse; and

12
13 c. Documentation of training given to employees, supervisory
14 and management personnel.

15
16 E. Comparable Procedures

17
18 To the extent allowed by law and regulation, the City shall utilize 49 CFR,
19 Part 40 procedures for workplace drug testing programs in lieu of the
20 comparable procedures described herein, or incorporated by reference,
21 when such comparable procedures are based upon the requirements of
22 Fla. Admin. Code R. 59A-24.

CONFIDENTIAL
SUBSTANCE ABUSE INVESTIGATION REPORT

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

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

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

CONDITION(S) OBSERVED/INFORMATION/EVIDENCE RECEIVED:
Mark all items that apply and describe specifics.

REASONABLE SUSPICION FOR: ALCOHOL CONTROLLED SUBSTANCES

APPEARANCE:

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

Description: _____

BEHAVIOR:

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

Description: _____

BODY ODORS:

OTHER OBSERVATIONS FOR REASONABLE SUSPICION:

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

Designated Management Representative

Designated Management Representative

Designated Management Representative

Preparation Date/Time

Preparation Date/Time

Preparation Date/Time

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