

AGREEMENT BETWEEN THE
CITY OF GAINESVILLE

AND

PROFESSIONAL FIRE FIGHTERS
OF GAINESVILLE LOCAL NO. 2157
OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

OCTOBER 1, 2021 – SEPTEMBER 30, 2024

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PREAMBLE 1

- Attachment I – Health Assessment Information
- Attachment II – Kelly Day Selection
- Exhibit I –Pay Plans

Addendum “D” – Drug-Free Workplace

PREAMBLE

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

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all the employees of the Fire Department as certified by the Public Employees Relations Commission of the State of Florida. Such employees include all full-time, regular, non-managerial, and non-confidential employees in the following classifications:

- | | |
|----------------------|--------------------------------|
| Firefighter | Fire Inspector |
| Fire Driver-Operator | Investigative Services Officer |
| Fire Lieutenant | Fire Training Captain |

Should the City create new classifications, the City shall discuss with the Union whether or not the new classification should be included or excluded from the bargaining unit. If the Union objects to the exclusion, it is understood the Union will request determination of the new classification's status from the Public Employees Relations Commission.

1.2 The Union recognizes the Executive Officer of the City or his designated representative as the sole representative of the City of Gainesville for the purpose of collective bargaining.

1.3 The City recognizes the President of the Union or his designated representative as the official spokesman in any matter between the Union and the Employer.

1.4 All employees reaching or possessing state firefighter certification shall be considered to be probationary employees until twelve (12) months have elapsed. Probationary employees shall be evaluated quarterly and shall receive raises according to Article 40 - Wages. Probationary employees shall be covered under the terms and conditions set forth in this Agreement, but shall have no right to grieve a discharge or layoff under this Agreement. A leave of absence without pay during the required probationary period may extend the required probationary period by the length of time taken.

Either party may reopen this paragraph one time during the term of this Agreement.

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ARTICLE 2
DURATION

- 2.1 This Agreement and its appendages constitute the complete Agreement between the parties.
- 2.2 Upon ratification by the Union and the City Commission, this Agreement shall remain in effect until September 30, 2024.
- 2.3 This Agreement shall be automatically renewed from year-to-year after September 30, 2024, unless either party notifies the other, in writing, prior to February 5th of the expiration year that it desires to modify this Agreement. Such notification shall include the titles and sections of the articles the parties wish to re-negotiate. Party receiving notification shall respond in kind within fifteen (15) calendar days.
- 2.4 This Agreement shall remain in full force and effect during the period of negotiations for a modification of this Agreement.

ARTICLE 3
UNION SECURITY AND CHECK OFF

- 3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of membership in said organization and likewise, no employee shall be discriminated against for non-membership in the Union.
- 3.2 The City agrees to deduct each payday dues and uniform assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees and retirees who individually request in writing that such deductions be made. Remittance shall be made by the City to the Secretary-Treasurer of the Union. Changes in such deductions will be similarly certified to the City in writing and shall be done at least thirty (30) days prior to the effective date of such change. The City's remittance will be deemed correct if the Union does not give written notice to the City within fourteen (14)

1 calendar days after the remittance is received, of its belief, with reason(s)
2 stated therefore, that the remittance is incorrect. This dues authorization may
3 be revoked by the employee or retiree upon thirty (30) days written notice to the
4 City and to the Union.

5 3.3 No deduction shall be made from the pay of any employee or retiree for any
6 payroll period in which the employee's net earnings for that payroll period, after
7 other deductions, are less than the amount of dues to be checked off.

8 3.4 The Union shall indemnify, defend and hold the City harmless against any and
9 all claims, demands, suits, or other forms of liability that shall arise out of or by
10 reason of action taken or not taken by the City in reliance upon documents or
11 cards or other information furnished to the City by the Union in complying with
12 any of the provisions of this Article. The Union assumes full responsibility for
13 the disposition of the monies so deducted once they have been turned over to
14 the Secretary-Treasurer of the Union.

15
16 **ARTICLE 4**

17 **NON-DISCRIMINATION**

18 4.1 Employees of the City shall have the right to form, join, and participate in, or to
19 refrain from forming, joining, participating in, any employee organization of their
20 own choosing. No employee shall be intimidated, restrained, coerced or
21 discriminated against by either the City or the Union because of the exercise of
22 these rights.

23 4.2 The City and the Union agree there shall be no discrimination against any
24 employee covered by this Agreement in any manner which would violate any
25 applicable laws because of sex, race, color, age, handicap, religion, national
26 origin, marital status, political affiliation, sexual orientation, gender identity or
27 membership or non-membership in the Union. Since discrimination is a
28 constitutional issue, all the provisions of this section, except membership or
29 non-membership in the Union, gender identity and sexual orientation, shall not
30 be subject to the arbitration provisions of this Agreement.

1 4.3 The use of masculine or feminine gender in this Agreement shall be construed
2 as including both genders.

3 **ARTICLE 5**

4 **LIABILITY**

5 5.1 The City will defend any actions in tort brought against any employee(s)
6 covered by this Agreement as a result of any alleged negligence of said
7 employee(s) arising out of and in the scope of their employment with the City
8 unless such employee(s) acted in bad faith with malicious purpose or in a
9 manner exhibiting wanton and willful disregard to human rights, safety or
10 property.

11
12 **ARTICLE 6**

13 **CONTRACT SAVING CLAUSE**

14 6.1 Should any provision of this Agreement be declared unlawful, unenforceable, or
15 not in accordance with applicable statutes by a court of competent and final
16 jurisdiction or by a legislative authority, all other provisions of this Agreement
17 shall remain in full force and effect for the duration of this Agreement.

18 6.2 Both parties shall meet to re-negotiate said provisions within thirty (30) calendar
19 days.

20
21 **ARTICLE 7**

22 **TRANSFER OF DEPARTMENT AGREEMENT**

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

27

1 **ARTICLE 8**

2 **MANAGEMENT RIGHTS**

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

6 8.2 In addition, except as provided in this Agreement, the Union recognizes the
7 sole and exclusive rights, powers and authority of the Public Employer further
8 include, but are not limited to, the following: to direct and manage employees of
9 the City, to hire, promote, transfer, schedule, assign, and retain employees, to
10 suspend, demote, discharge or take other disciplinary action against
11 employees for just cause, to relieve employees from duty because of lack of
12 work, funds or other legitimate reasons, to maintain the efficiency of its
13 operations including the right to contract and subcontract existing and future
14 work, to determine the duties to be included in job classifications and the
15 numbers, types and grades of positions or employees assigned to an
16 organizational unit, department or project, to assign overtime and to determine
17 the amount of overtime required, to control and regulate the use of all its
18 equipment and other property, to establish and require employees to observe
19 all its rules and regulations, and to conduct performance evaluations.
20 However, the exercise of such rights shall not preclude the Union from raising
21 grievances should decisions on the above matters have the practical
22 consequences of violating the terms and conditions of this Agreement. Either
23 party may reopen this paragraph one time during the term of this Agreement.

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

1 emergency. Either party may reopen this paragraph one time during the term of
2 this Agreement.

3
4 **ARTICLE 9**

5 **PROHIBITION OF STRIKES**

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

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

18
19 **ARTICLE 10**

20 **JOB REQUIREMENTS**

21 10.1 Employees hired by the City and bargaining unit members must obtain and
22 maintain State of Florida certifications as Firefighter and EMT or Paramedic.
23 Employees must meet all other requirements set forth in the job description.

24 10.2 New members shall obtain the certifications listed in 10.1 within one (1) year
25 from date of hire; time off will be provided to obtain these certifications.

26
27 Employees will be provided the opportunity on the City's time and at the City's
28 expense to maintain the job requirements in 10.1.
29
30

1 10.3 Should an employee holding a Paramedic certification decide to relinquish
2 his/her certification or, if through action of the Medical Director or the State of
3 Florida an employee loses the ability to practice as a Paramedic for the
4 Gainesville Fire Rescue Department, the employee may be required to
5 activate his/her EMT certification. The employee will bear the cost of
6 activating the EMT certification so the employee can continue to meet job
7 requirements as set forth in Article 10.1.

8 10.4 Should the State not recognize the Paramedic certification as being inclusive
9 of and redundant to the EMT certification, the Department will bear the cost
10 of activating the employee's EMT certification.

11 10.5 Employees who maintain State of Florida certification as a Municipal Fire
12 Inspector will be granted up to three (3) shifts to attend the Florida Bureau of
13 Fire Standards and Training to meet the Municipal Fire Inspector
14 recertification. The Department will bear all the cost associated with
15 recertification. The employee will be responsible for tracking recertification
16 requirements and for arranging classes as required.

17
18 **ARTICLE 11**

19 **VACANT**

20
21 **ARTICLE 12**

22 **RULES AND REGULATIONS**

23 12.1 Rules and Regulations in effect at the time of ratification shall be the basis of
24 proposed changes and additions to Department Rules and Regulations. Such
25 proposed changes and additions in Rules and Regulations shall be forwarded
26 to the Union for review and discussion.

27
28 **ARTICLE 13**

29 **OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**

30 13.1 An employee shall not engage in any outside employment or business
31 association without first obtaining written approval from the Fire Chief. Failure

1 to comply with this policy may result in disciplinary action. Approval will be
2 limited by any of the following provisions:

- 3 A) Outside employment shall not interfere with or be in conflict with the
4 proper performance of employee's duties with the City.
- 5 B) Association with any business considered as having a questionable
6 reputation that would reflect unfavorably upon the employee or the City.
- 7 C) Shall not be a principal or in a position of influence in a firm doing
8 business with the City.

9 13.2 Prior to receiving the Fire Chief's approval, the employee must agree to two
10 additional provisions:

- 11 A) All injuries received while engaged in outside employment must be
12 reported to the Fire Chief prior to the next scheduled working day, or
13 sooner, if possible.
- 14 B) Employee may not use accumulated sick leave earned as an employee
15 of the City for injury sustained while engaged in outside employment.

16 13.3 Final approval is subject to the review and approval of the Human Resources
17 Director. The request for outside employment or business activity must be re-
18 submitted whenever an employee changes said outside employment or
19 business activity.

20
21 **ARTICLE 14**

22 **TOBACCO USE PROHIBITION**

23 14.1 The Surgeon General of the United States has determined that tobacco
24 products, particularly cigarettes, contribute to the development of a number of
25 heart and lung diseases.

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

29 Due to the documented effects of tobacco use and the special hazards and
30 exposures associated with the occupation of firefighting, the City and Union
31 agreed to the following:

1 same time period an employee under investigation or an employee witness is
2 absent from duty, i.e., an employee is off for one (1) day during the 14- or 60-
3 day periods the time frame is considered a three-day extension. The Union
4 President may mutually agree with the Fire Chief to an extension of these time
5 periods in the event of unforeseen or extenuating circumstances.

6 16.2 Any official written reprimand shall be furnished to the employee outlining the
7 reason for the reprimand. The employee will be requested to sign the
8 statement; however, signature does not necessarily imply agreement. If the
9 employee refuses to sign, this refusal shall be noted and placed in the
10 employee's personnel file. Whenever possible, the City will make every effort
11 to reprimand an employee in a private manner so as to avoid embarrassing the
12 employee.

13 16.3 Disciplinary actions involving discharge, demotion and suspension with loss of
14 pay are subject to the grievance provisions of this Agreement. All Employee
15 Notices are subject to the grievance provisions of this Agreement.
16 Verbal and written warnings are not subject to the grievance provisions of this
17 Agreement, provided they are not placed in personnel files. Such warnings are
18 not to be considered a "first offense" under City Personnel Policies and
19 Procedures. Written and verbal warnings may not be used as evidence of a
20 current violation, but may be used to determine the level of disciplinary action
21 after the current violation has been substantiated.

22 16.4 Any discharged employee who has completed his/her probationary period shall
23 have the right to appeal said discharge directly to the fourth step of the
24 grievance procedure provided such appeal is made within seven (7) calendar
25 days from the effective date of such action.

26 16.5 The discharge or layoff of probationary employees on initial hire or rehire shall
27 not be subject to the grievance procedure of this Agreement.

28 16.6 For twenty-four (24) hour shift employees, discipline imposed, when equated
29 with days of suspension or probation as recommended in the City's or Fire
30 Department's Rules and Regulations shall be multiplied in an amount
31 proportionately to the number of hours worked per week in excess of 40-hour

1 per week employees. For example, a three-day suspension for a 24-hour shift
2 employee working a 52-hour week would be 32 hours.

3 16.7 An employee, upon request, shall be entitled to Union representation at
4 disciplinary interviews or conferences, in accordance with law.

5 16.8 Any oral or written warning in any employee's file shall not be considered in any
6 subsequent disciplinary actions after eighteen (18) months from the date of
7 issue provided there have been no further violations of a similar nature by the
8 same employee during this period. Any records of oral or written warnings in
9 an employee's Fire Department personnel files will be removed, upon
10 employee's request, after eighteen (18) months after period of discipline
11 provided there have been no further violations of a similar nature by the same
12 employee during this period.

13 16.9 All investigations of Fire Department personnel shall adhere to the Firefighter
14 Bill of Rights. However, both parties recognize that the Bill of Rights provides
15 that the court of local jurisdiction is the complainant's relief in the event the Bill
16 of Rights is violated. Both parties further agree to allow such allegations of
17 violations to be brought to Step 3 of the grievance process and by normal
18 means progress to Step 4. In the event resolution is not reached, the
19 aggrieved party may seek relief from the court but may NOT seek relief through
20 the arbitration process.

21 **ARTICLE 17**

22 **GRIEVANCE PROCEDURE**

23 17.1 The Union, or any member of the bargaining unit, may file a grievance
24 concerning the meaning, application, and/or interpretation of the specific
25 Articles of this Agreement and any disciplinary action when a question of "just
26 cause" exists resulting from the application of department rules and regulations.
27 Such grievance shall be processed in accordance with the following steps:
28

29
30 STEP 1:

1 The grievance shall be discussed by the grieving employee with the
2 employee's immediate supervisor. It shall be the responsibility of the grievant
3 to tell the supervisor that this is the first step of a formal grievance. A note will
4 be made of this discussion in the station's daily log book, or provided to the
5 department's record custodian. The supervisor shall orally respond within
6 seven (7) calendar days.

7
8 **STEP 2:**

9 If the grievance is not settled in Step 1, the grievance shall be processed on
10 the standard form provided in the following manner:

- 11 A) A complete statement of the grievance and the facts upon which it is
12 based.
- 13 B) The section of the Agreement alleged to have been violated.
- 14 C) The action, remedy, or adjustment requested.
- 15 D) The signature of the grievant and the date of the filing.

16 The grievance shall be submitted to the next appropriate supervisory level in
17 the employee's chain of command within seven (7) calendar days after the
18 receipt of the immediate supervisor's oral answer in Step 1. The appropriate
19 supervisor shall submit his/her written answer to the grievance within seven (7)
20 calendar days after receipt of the grievance.

21
22 **STEP 3:**

23 If the grievance is not settled in Step 2, the grievance shall be appealed to the
24 next appropriate supervisory level or to Step 4, if the chain of command has
25 been exhausted within seven (7) calendar days after the receipt of the
26 supervisor's answer in Step 2. The supervisor shall submit his/her written
27 answer to the grievance within seven (7) calendar days after receipt of the
28 grievance.

29
30 When a grievance is general in nature in that it applies to a number of
31 employees having the same issues to be decided, it shall be presented directly

1 at Step 3 of the grievance procedure, within the time limits provided for the
2 submission of a grievance in Section 17.2 and signed by all the aggrieved
3 employee(s) or the Union representative on their behalf.

4
5 STEP 4:

6 If the grievance remains unresolved and the chain of command has been
7 exhausted it may be appealed to the Grievance Resolution Panel within seven
8 (7) calendar days after receipt of the supervisor's written answer. The
9 Grievance Resolution Panel shall consist of the Fire Chief or his/her designee,
10 the City Manager or his/her designee, and the Union President or his/her
11 designee. The Panel shall meet with the grievant within seven (7) calendar
12 days after receipt of the grievance in an attempt to resolve the grievance. The
13 Fire Chief shall notify all parties to the grievance at least 24 hours prior to the
14 meeting of the date, place and time of the meeting. The City Manager or
15 his/her designee shall submit the written answer to the grievance within seven
16 (7) calendar days after the meeting.

17 STEP 5:

18 If a grievance, as defined in this Article, has not been satisfactorily resolved
19 within the grievance procedure, the grievant or the Union may request
20 arbitration by serving written notice of intent to appeal to the office on the Labor
21 Relations Specialist no later than seven (7) calendar days after receipt of the
22 Panel's response in Step 4 of the grievance procedure. If the grievance is not
23 appealed to arbitration within seven (7) calendar days after the Panel's
24 response at Step 4 the grievance shall be considered dropped.

25 17.2 No matter shall be entertained as a grievance unless it is raised as such within
26 fourteen (14) calendar days after the occurrence of the event or after the
27 employee should have reasonably been aware of the event. A Union
28 representative may be present to represent the employee, if the employee
29 desires his/her presence, at any step of the grievance procedure.

30 17.3 A grievance shall be dropped upon failure of the grievant or the Union
31 representative to observe any of the above time limits; however, these limits

1 may be extended by mutual consent of the parties. If the employer fails to
2 respond to a grievance within the prescribed time limits, the employee or Union
3 may automatically move the grievance to the next step.

4 17.4 Grievances may be processed during duty hours provided that the time spent
5 doing so shall be limited to a reasonable period of time and will not result in the
6 payment of any overtime. If, in the Fire Chief's sole judgment, this Section is
7 being abused, he may direct that further processing of grievances be
8 conducted on the grievant's and Union representative's non-duty time.

9 17.5 Within ten (10) calendar days from receipt of the request for arbitration, the
10 party requesting arbitration shall forward a request for a panel of seven (7)
11 arbitrators from the Federal Mediation and Conciliation Service (FMCS) to the
12 other party who shall forward the request to FMCS within 10 calendar days of
13 receiving the form; unless the parties can mutually agree on an arbitrator to
14 hear the grievance. This panel shall consist of arbitrators residing in Florida
15 unless the parties agree otherwise.

16 17.6 Within ten (10) calendar days from receipt of such panel, the parties shall meet
17 and alternately strike names until one (1) arbitrator remains who shall be
18 selected as the arbitrator. The determination of who shall make the initial strike
19 shall be done by the toss of a coin. The arbitrator shall be notified of his/her
20 selection within seven (7) calendar days by a joint letter.

21 17.7 The arbitration shall be conducted under the rules of the Federal Mediation and
22 Conciliation Service. The arbitrator's authority is strictly limited to the
23 interpretation and application of the terms of this Agreement. The arbitrator
24 shall have no jurisdiction to establish a new Agreement or any variation or
25 modification of the present Agreement, nor to arbitrate away, in whole or in
26 part, any provision of this Agreement. The arbitrator shall only have jurisdiction
27 to determine whether or not the City or Union or employee violated the
28 identified contract provision, but he may consider, to the extent applicable, the
29 entire contract in reaching his decision.

30 17.8 With respect to the interpretation, enforcement or application of the provisions
31 of this Agreement, the decisions, findings and recommendations of the

1 arbitrator shall be final and binding on the parties to the Agreement; however,
2 the authority and responsibility of the City shall not be usurped in any manner
3 unless specifically amended or modified by the Agreement.

4 17.9 The arbitrator's decision will be rendered in writing within thirty (30) calendar
5 days following conclusion of the hearings. The parties will each bear the cost
6 of preparing and conducting their own presentations, including pay for
7 witnesses attending the hearing at their request. The parties will share
8 equally the cost of the arbitration, including the arbitrator's fees and the cost
9 of any hearing room. If a transcript of the hearing is requested, then the party
10 so requesting shall pay for it.

11
12 **ARTICLE 18**
13 **HEALTH AND SAFETY**

14 18.1 The employer agrees to provide highest standards of safety and health in the
15 Fire Department in order to eliminate as much as possible: accidents, deaths,
16 injuries and illnesses. In this Article, the Union, through its representatives, has
17 been accorded certain participatory rights relating to employee safety and
18 health. It is not the intention that these provisions shall diminish the employer's
19 rights and responsibilities herein described.

20 18.2 There shall be a joint health and safety committee composed of four (4)
21 members, two (2) appointed by the Union and two (2) appointed by the
22 Employer.

23 The joint committee shall:

- 24 1) Meet quarterly or at the request of two (2) of the members, but not more
25 often than one (1) time per month.
- 26 2) Make periodic inspections of Fire Department facilities and apparatus,
27 protective equipment, protective clothing and devices to review work
28 methods and conditions, including training procedures at least once
29 every six (6) months.

- 1 3) Make written recommendations for correction of hazardous conditions or
2 unsafe work methods. All such recommendations shall be forwarded to
3 the Fire Chief and include a target date for implementation.
- 4 4) Review and analyze all reports of accidents, deaths and job-related
5 illnesses and injuries. Make written recommendations for prevention or
6 corrective action.
- 7 5) Research and prepare recommendations on any matter pertaining to the
8 health and safety of employees at the request of the Fire Chief. The
9 employer shall pay committee members at their regular rate for the time
10 spent on committee business. An employer appointed member shall
11 chair the committee and Union appointed members shall be employees
12 who are assigned to the same shift.

13 18.3 The City agrees to pay all appropriate costs consistent with, but not covered
14 under the current Florida Workers' Compensation Law associated with
15 HIV/AIDS contracted by employees covered by this Agreement which can be
16 medically determined to be the result of the employee's performing their duties.
17 An employee making a claim under this section shall provide to the City a
18 medical authorization waiving the physician patient confidentiality relating to the
19 HIV/AIDS condition. If the employee refuses to supply the medical
20 authorization referred to above, then the provision of this section shall not
21 apply.

22 18.4 HIV/AIDS testing shall become part of the employee's annual physical or after
23 contact with a known HIV/AIDS carrier. The City shall be responsible for
24 maintaining strict confidentiality of these records in accordance with law.

25 18.5 Employees must notify the Fire Department of any medical condition or
26 prescribed medication they are taking which may adversely affect their ability to
27 perform the job.

28

1 **ARTICLE 19**

2 **PHYSICAL FITNESS**

3 19.1 Labor and Management agree to continue to provide the most positive
4 environment possible for obtaining and maintaining physical fitness by
5 uniformed members of the Department. There shall be a Department Physical
6 Fitness Committee consisting of two members appointed by the Fire Chief and
7 two members appointed by the Union President.

8 19.2 It is agreed to adopt as its physical fitness program the most current edition of
9 the IAFF/IAFC Fire Service Joint Labor-Management Wellness-Fitness
10 Initiative (WFI), except for reference to the annual physician physical
11 examination which will be replaced by the current City practice as listed in
12 Attachment II. City agrees to purchase necessary equipment to implement
13 the program.

14 19.3 The programs implemented as a part of this Agreement shall become part of
15 the departmental standard operating guidelines (SOG). Modifications
16 thereafter shall be by the same procedures adopted for SOG modification. In
17 addition, based upon data gathered throughout the program, there shall be an
18 annual review of the program by the Department's Physical Fitness Committee.
19 This review committee need not consist of the same members. The time
20 frames and procedures for committee action shall be the same.

21 19.4 Allotted time for physical fitness will be between 08:00 and 17:00 hours during
22 the normal workday, except in the following cases:

- 23 1) Training which requires out of department instructors.
- 24 2) Certification or re-certification training.

25 19.5 Employees are eligible for an annual physical fitness incentive award subject to
26 successful completion of the annual physical fitness assessment as determined
27 by the Department's Physical Fitness Committee. Successful completion will
28 be determined by the standard set by the Department's Physical Fitness
29 Committee. The incentive shall be paid within 30 calendar days of assessment
30 completion.

1 19.6 Both parties recognize the need to establish a mechanism to meet the
2 requirements of the IAFF/IAFC Fire Service Joint Labor-Management
3 Wellness-Fitness Initiative. The Department will be allocated \$15,875 for each
4 year of the Agreement in order to meet the objectives of the Wellness-Fitness
5 Initiative, and to provide incentive awards money. This money shall be
6 distributed as determined by the Department's Physical Fitness Committee.

7
8 **ARTICLE 20**
9 **PROMOTION**

10 20.1 Employees covered by this Agreement will be promoted to Driver-Operator,
11 Fire Lieutenant and Fire Training Captain in accordance with the following
12 procedure with factors and weights assigned as indicated: Any employee who
13 is promoted shall be required to serve a six (6) month probationary period.
14 When an employee has been promoted but fails to successfully complete the
15 probationary period, he/she will revert to a position of his/her former
16 classification. A leave of absence without pay during the required probationary
17 period of service shall extend the required probationary period by the length of
18 time taken.

19 **ALL PROMOTIONS:**

- 20 A) Examinations shall be impartial and relate to those matters which will
21 fairly test the candidate to discharge the duties of the position to be
22 filled.
- 23 B) Promotional procedures, records of examinations, notifications and all
24 other matters pertaining to the promotional qualification process shall be
25 managed and administered by the Human Resources Department. With
26 the exception of education, the Training Bureau will verify requirements
27 for all internal candidates to participate (e.g. training, licenses,
28 certificates).
- 29
30 C) Promotional lists will become effective on the third day of the month and
31 will be established for a period of two (2) years. All lists shall expire on
32 the second day of the month unless exhausted. Procedures will begin

1 sufficiently early to prepare the new list prior to the expiration of the
2 current list.

3
4 If a list is exhausted prior to its expiration date, the Department will
5 conduct a new promotional process as soon as possible, subject to the
6 timelines of the agreement. The effective date of the new list shall be
7 the day following the exhaustion of the previous list, and will be in effect
8 for two (2) years.

9 During the term of this Agreement, the Union President and Fire Chief
10 may mutually agree to modify the expiration date of the Driver/Operator
11 and/or Lieutenant lists.

12 D) Promotions shall be made in rank order from the top of the promotional
13 list.

14 E) The practical assessment shall be by examiners trained in assessment
15 center evaluation. The examiners shall follow instructions and training
16 established and outlined by the City. The types of exercises to be used
17 in the assessment will be described and published by the Fire
18 Department in the examination announcement. The Practical
19 Assessment establishes whether or not an employee is qualified and
20 when combined with seniority and educational points determines the
21 rank order of the list. The City will provide a list of potential examiners to
22 the Union at least one (1) month prior to the assessment. The Union
23 shall select required examiners within ten (10) calendar days of
24 receiving the list.

25 F) Vacancies shall be filled within thirty (30) calendar days of the opening
26 assuming there is a current list, unless such position has been
27 eliminated. All promotions shall have a seniority effective date within
28 five (5) working days of the vacancy. Retroactive pay shall not be
29 required for promotions.

30 G) A list of reference materials for the next promotional exam shall be
31 posted at all stations. If any changes are to be made in the listed

1 reference material, it shall be posted ninety (90) calendar days prior to
2 the expiration date of the current list. Relevant reference material will be
3 available electronically on the department website and two (2) sets will
4 be maintained in the Fire Department Training Bureau. The two (2)
5 printed sets will be available for check out for periods not to exceed ten
6 (10) calendar days, except if there is no waiting list, the period may be
7 extended. Employees may also order this material for purchase through
8 the Fire Department Training Bureau.

9 H) Announcements of promotional exams will be posted electronically, to
10 include notification to members through employee email thirty (30)
11 calendar days prior to the closing date for applications. Applications
12 shall include proof of having met both eligibility requirements and
13 educational qualifications and shall be submitted by the closing date of
14 the application period.

15 Education requirements (as stated in 20.2E for Driver Operator and
16 20.3B for Lieutenant) to participate in the promotional process are due
17 by the closing date of the application period.

18 Minimum seniority requirements, seniority and education points shall be
19 calculated up to the expiration date of the current promotional list.

20 I) The Fire Department shall maintain confidentiality of all exam questions
21 and answers. The Union President or his designee, not a promotional
22 candidate, may examine all the foregoing materials, as well as
23 examination procedures provided the same confidentiality is maintained,
24 which are relevant to the processing of a grievance.

25 J) The City will offer the opportunity of GFR Driver-Operator and GFR
26 Lieutenant training for employees to meet the promotional eligibility
27 requirements.

28 K) Education – Five percent (5%) of total assessment center points
29 awarded for a degree in Fire Science or EMS, as well as a bachelor
30 degree or higher in another subject area; two and one-half percent
31 (2.5%) of total assessment center points for a two-year degree in

1 another subject area. Employees holding multiple degrees are only
2 eligible for one (1) incentive.

3 L) Seniority – ten percent (10%) of the total assessment center points
4 awarded as one percent (1%) of total assessment center points per year
5 of service; which includes .08333% awarded per each full month past a
6 full year, up to a maximum of ten percent (10%) of total assessment
7 center points.

8 M) The parties recognize there is value in purposeful training and education.
9 Furthermore and to that end, the parties agree to embrace the
10 department's Professional Development Model, which is designed to
11 guide members in ongoing development.

12 20.2 **DRIVER-OPERATOR PROMOTIONS:**

13 **ELIGIBILITY**

14 A) Three (3) years of service as a certified firefighter, with a minimum of
15 twenty-four (24) months in the Gainesville Fire Department. Beyond
16 twenty-four (24) months in the Gainesville Fire Department will be
17 credited as one (1) month for each two (2) months in another career Fire
18 Department;

19 B) Employee must have an EMT or Paramedic Certification;

20 C) Employee must have received an acceptable rating on his/her last
21 evaluation;

22 D) Employee must have received an overall passing grade of seventy
23 percent (70%) on the Territory Familiarization Program tests for the last
24 six (6) months prior to the announcement of an upcoming promotional
25 exam. This shall suffice as the territory portion of the exam; and

26 E) Employee must have successfully completed each component below (1
27 through 3) with a minimum score of seventy percent (70%):

28 1) FSFC Curriculum for Fire Service Hydraulics class (40 hours)

29 2) FSFC Curriculum for Pump Operators (40 hours)

30 3) GFR Driver/Operator class (40 hours)

1 F) Practical assessment - Administered by three (3) examiners who are
2 qualified to test both pump operation and driving skills. The practical
3 exam shall consist of an Apparatus Pumping Section and an Apparatus
4 Operations Section. The Pumping Section is 50% of the total raw score
5 and the Operations Section is 50% of the total raw score. An average of
6 70% must be achieved in each the Pumping Section and the Operations
7 Section to be eligible for the Promotional List. The Practical
8 Assessment establishes whether or not an employee is qualified and
9 when combined with seniority and educational points determines the
10 rank order of the list. If there is a tie after the seniority and educational
11 points are added to the raw Practical Assessment points, then seniority
12 in the department will be used to break the tie.

13 20.3

LIEUTENANT PROMOTIONS:

14 ELIGIBILITY:

- 15 A) Five (5) years as a certified Firefighter in the Gainesville Fire
16 Department;
- 17 B) Employee must have State of Florida Certification as "Fire Officer II."
- 18 C) GFR Lieutenant training program

19 The purpose of the training will be to provide the expectations and job
20 duties of a GFR Lieutenant. The Union, Operation Deputy Chief, and
21 GFR Support Services will jointly develop the initial training and future
22 offerings.

23 This training will be offered at least once between Lieutenant
24 promotional processes. This training must be completed once for a
25 candidate to be eligible for the promotional process. Any future
26 offerings would be voluntary for that candidate provided however, the
27 candidate is responsible for any new material added in future offerings.
28 The training will be offered on a twenty-four (24) hour shift friendly
29 basis.

- 1 D) Employee must be either a current Driver-Operator, or be on the current
2 Driver-Operator eligibility list and be able to document working out of
3 classification as a Driver-Operator for at least thirty (30) shifts, or be on
4 the current Driver-Operator eligibility list and possess a State of Florida
5 certificate as a Pump Operator.
- 6 E) Selection process for promotions to the rank of Lieutenant:
- 7 1) The candidates list will be submitted to the Fire Chief in order of
8 the highest to the lowest scores.
- 9 2) If there is a tie after the seniority and educational points are
10 added to the raw Practical Assessment points, then seniority in
11 rank as a Driver Operator will be used to break the tie. If
12 seniority in rank as a Driver Operator does not break the tie then
13 seniority in the department will be used to break the tie.

14
15
16 20.4

**FIRE TRAINING CAPTAINS, FIRE INSPECTORS, AND FIRE
17 INVESTIGATIVE SERVICES OFFICERS PROMOTIONS/NEW HIRES:**

18 ELIGIBILITY:

- 19 A) **Internal** candidates will be sought first. If there are not sufficient
20 (minimum 2 per position) qualified internal candidates, the Department
21 may advertise for **External** candidates.
- 22 B) The selection process for hiring or promotion may include a combination
23 of Résumé, Interview or Assessment Center. The Fire Chief shall
24 determine which components are to be used.
- 25 C) Selected candidates (internal or external) must serve a minimum of
26 three (3) consecutive years in this position, which includes the
27 applicable probationary period.
- 28 1. Except for removal during promotional probationary period,
29 through disciplinary demotion, or as a result of layoff, the
30 employee may not move to another position within said three- (3-
31) year period.

1 **ARTICLE 22**

2 **PERSONNEL REDUCTION**

3 22.1 In the case of a personnel reduction, the employee with the least seniority shall
4 be laid off first. No new employee shall be hired until the laid-off employee has
5 been given the opportunity to return to work. Seniority shall be defined as
6 continuous service within the Fire Department, including approved leaves of
7 absence of less than one year.

8 22.2 The City will offer recall to laid-off employees by certified mail to the last known
9 address on file with the Human Resources Department. If, without good cause,
10 the laid-off employee fails to report to the Human Resources Department
11 his/her intentions of returning to work within fifteen (15) calendar days after
12 mailing of said certified notice, tenure of service shall be broken.

13 22.3 Whenever the Fire Chief under Section 22.1 above determines a person in the
14 classification of Fire Lieutenant or Driver-Operator should be laid off, that
15 person shall have the option of being laid off or of being reduced to the next
16 lower classification in the Department (both responsibility and pay wise). The
17 latter event (reduction) will be based on the least amount of time in grade, not
18 department seniority. The person with the least time in grade, in the
19 classification reduced to shall be reduced or laid off, as above.

20 **ARTICLE 23**

21 **TRANSFER OF PERSONNEL**

22
23 23.1 Any transfer of employees from combat operation to another activity shall only
24 be done provided the employee receives at least one (1) week prior notification.

25 23.2 Employees covered by this Agreement may indicate their preference for shift
26 and station assignments.

27 23.3 Employees of equal classification who agree to exchange shifts or stations may
28 be allowed to do so with the prior approval of their District Chief.
29

1 **ARTICLE 24**

2 **UNION ACTIVITY AND BUSINESS**

3 24.1 Solicitation and/or other Union business of any and all kinds shall not be
4 engaged in during working hours of any employee. In addition, the Union, its
5 members, agents, representatives, or any persons acting on their behalf are
6 also prohibited from distributing literature during working hours in areas where
7 the actual work of public employees is performed. This section shall not
8 prohibit the distribution of literature during the employee's lunch hour, after 5:00
9 p.m., or in such areas not specifically devoted to the performance of the
10 employee's official duties.

11 24.2 The Union shall supply the Fire Chief and keep current a list of all Union
12 officers and stewards. Employees who are members of Local 2157 may be
13 granted time off up to a maximum of three (3) employees in any one instance
14 by the Fire Chief or his designee to attend to Union business without loss of
15 straight time pay or benefits by using time pool hours provided:

16 A. A written request for use of Union Time Pool is submitted to the
17 employee's District Chief in advance of time off. It is further provided,
18 however, that two weeks notice must be given in order to use pool time
19 to attend annual meetings.

20 B. The Fire Chief or his designee shall have the right to restrict the number
21 of persons off for Union time or to revoke previously authorized Union
22 time except for two individuals when an emergency condition exists or
23 such time off from regular assignments would create a clear and present
24 danger to public safety. Requests for Union Time Pool for the third
25 individual must be made in writing at least 24 hours in advance. Except
26 for the IAFF National Convention and the FPF Convention of the State
27 of Florida, requests for the third individual to be off may be denied or
28 revoked under the clear and present danger criteria if sufficient staffing
29 is not available as determined by the Fire Chief or their designee.

30 24.3 Union Time Pool:

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

8 24.4 Charges against the Union business pool time shall only be made when
9 approved by the President or Secretary-Treasurer of the Union. If the Union
10 Time Pool shall become depleted, anyone engaging in Union activities during
11 his working hours shall do so without pay, unless otherwise provided in this
12 Agreement.

13 24.5 A record of all time donated and drawn against the above pool shall be kept by
14 the Fire Department and the Union. The Union shall indemnify, defend, and
15 hold the City harmless against any and all claims made and against any suits
16 instituted against the City on account of the City complying with any of the
17 provisions of this Article.

18 24.6 The Union President shall be granted time off without loss of pay or benefits to
19 attend resolutions of impasse hearings before the City Commission and
20 Grievance meetings. The Union President shall be granted time off without
21 loss of pay or benefits for up to four (4) shifts per fiscal year after which time
22 Union Time Pool may be used to attend public budget hearings, the actual
23 days of the IAFF National Convention and the FPF Convention of the State of
24 Florida, as well as the actual days the President has been appointed to an FPF
25 Committee and is required to attend the committee meetings prior to the FPF
26 Convention.

27
28 **ARTICLE 25**
29 **PENSIONS**

30 25.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City of
31 Gainesville Code of Ordinances, as amended, in the Agreement by reference.

1 25.2 The parties mutually agree to the share plan as provided in Sec. 2-609 –
2 Supplemental retirement program for firefighters.

3 25.3 Either party may reopen this Article for negotiations at any time during the
4 month of October of each contract year.

5

6

ARTICLE 26

7

HEALTH AND LIFE INSURANCE

8 26.1 The City and employees shall pay bi-weekly for Health Insurance. Any future
9 premium increases in Dependent or Employee Only coverage shall be shared
10 equally by the employee and the employer; provided that the employee shall
11 not pay more than twenty percent (20%) of the total premium for Employee
12 only.

13 26.2 Part-time employees shall pay bi-weekly for Health Insurance on a three-
14 quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-
15 time position.

16 26.3 The City, during the term of this Agreement, will pay 100% of the premium
17 cost for life insurance.

18 26.4 Based on the requirements of the Consolidated Omnibus Budget
19 Reconciliation Act of 1986 (COBRA), effective October 1, 1988, the City will
20 comply with all the provisions of the Act. The City shall not pay for the costs
21 of continuation coverage and may charge a beneficiary qualified for
22 continuation coverage up to 102 percent (102%) of the costs of providing
23 coverage for a similarly situated beneficiary to whom a qualifying event has
24 not occurred.

25 26.5 Employees covered by this Agreement who retire during the term of this
26 Agreement shall receive the Retiree Insurance Benefit as described below,
27 ending the month of September, 2024, unless changes to said Benefit
28 described below are negotiated in accordance with Chapter 447, Florida
29 Statutes. After the month of September, 2024, unless changes to said
30 Benefit described below are negotiated in accordance with Chapter 447,
31 Florida Statutes, the City shall have no obligation whatsoever to make any

1 payment for any retiree insurance benefits, described below, or as provided
2 by any ordinance of the City of Gainesville or otherwise provided for any
3 employee covered by this Agreement.

4 The City's contribution towards a monthly premium shall be determined as
5 follows:

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

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

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

14
15 Such Retiree who entered a regular DROP before September 1, 2008,
16 shall have the period of employment while in the regular DROP added to
17 the years of credited service for the purposes of calculation described in
18 this subsection (a).

19 (b) Disability retirement. The amount that the city will contribute towards the
20 required premium, for covered employees who became retirees based
21 upon an application for disability retirement submitted after the effective
22 date of this Section 26.5 will be:

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

29 (2) For approved "in-line-of-duty" disabilities under the consolidated police
30 officers and firefighters retirement plan, the city will contribute towards
31 any other (than described in subsection 1 above) tier of coverage an

1 amount equal to 150 percent of the individual premium of the least
2 costly (lowest premium) city group health insurance plan option being
3 offered at the time the disability retirement is approved.

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

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

17 (c) City’s Contribution

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

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

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ARTICLE 27

PROTECTIVE CLOTHING AND EQUIPMENT

27.1 The employees covered by this Agreement shall be issued the following safety gear:

- One (1) set of bunker pants and liner
- One (1) bunker coat and liner
- Two (2) protective hoods
- One (1) helmet
- One (1) pair of gloves
- One (1) SCBA mask
- One (1) pair of fire boots
- One (1) pair of suspenders
- One (1) set of hearing protection
- One (1) medical glove pouch
- One (1) flashlight (batteries as needed)...unless different lighting methods are selected by the department.
- Two (2) Accountability Tags

27.2 The City shall replace any safety gear as appropriate except when the item is damaged or lost as a result of the employee’s negligence. The employee upon request by the City, shall turn in said items to be replaced when replacements are issued.

ARTICLE 28

UNIFORMS

28.1 All employees covered by this Agreement shall be issued the following uniform clothing and additional items:

- A) Uniform Clothing:
 - One (1) dress shirt

- 1 Three (3) casual day shirts
2 Two (2) pairs work pants
3 One (1) pair work shorts
4 Three (3) t-shirts
5 One (1) work jacket with name insignia
6 One (1) pair black work shoes
7 Sufficient insignia patches
8 One (1) name tag
9 One (1) badge
10 One (1) set of collar pins
11 B) Additional Items:
12 Two (2) pairs gym shorts
13 One (1) pair gym shoes
14 One (1) sweat suit (shirt and pant)
- 15 28.2 The City shall replace all uniforms and additional items in paragraph 28.1 as
16 appropriate. The employee, upon request by the City, shall turn in said items to
17 be replaced when replacements are issued.
- 18 28.3 Changes in the style, color or material of any item in paragraph 28.1 will
19 necessitate replacement of those items by the City on a schedule determined
20 by the availability of funds and the items.
- 21 28.4 Employees shall be offered the option to purchase a Class A Dress Uniform as
22 recommended by the Union and approved by the Department and to use
23 payroll deduction over twenty-six (26) pay periods to pay for said uniform.
- 24 28.5 The Department shall bear a minimum of fifty percent (50%) of the cost of a
25 Class A Dress Uniform for members designated as Honor Guard by the
26 Department.
- 27 28.6 All insignia worn on the Class A Dress Uniform shall be provided by and remain
28 the property of the Gainesville Fire-Rescue Department. Braids and gloves
29 shall be issued only to Honor Guard members.

1 28.7 A. The City shall provide an annual clothing allowance to the Fire
2 Investigative Service Officer in the amount of: \$585.00. One-half (1/2) shall be
3 paid on a pro-rata basis on or about September 30, and April 1.

4 B. Members serving in the department's Honor Guard shall receive
5 reimbursement for dry cleaning of, and alterations to, their Honor Guard
6 uniform, for actual expenses up to \$300 per fiscal year. Receipts will be
7 submitted by the member to the department's administrative staff for
8 processing of reimbursement.

9
10 **ARTICLE 29**

11 **MISCELLANEOUS EMPLOYEE BENEFITS**

12 29.1 Employees required to use personal vehicles when ordered to report to
13 another duty station without prior notification after reporting to or leaving from
14 his/her regular duty station shall be paid \$5.00 per one-way trip. These
15 monies shall be paid bi-weekly upon employee presenting appropriate
16 document verifying such trips.

17 29.2 A) The City agrees to furnish in each fire station the following:
18 1. One local daily newspaper; and
19 2. Two trade magazines or professional journals.
20 B) The City agrees to provide access to cable television and to permit the
21 Union or its members to obtain and pay for the use of premium or other
22 cable service, except as provided hereafter. It is understood between
23 the parties that the use of the television, as well as the cablevision
24 services, will be within the current departmental rules and practice for
25 television viewing and consistent with department policy.

26 29.3 In the event of death, all compensation due to the employee as of the effective
27 date of death shall be paid to the beneficiary, surviving spouse, or the estate of
28 the employee as determined by law or by executed forms in his/her personnel
29 folder.

30

1 **ARTICLE 30**

2 **TUITION REIMBURSEMENT**

3 30.1 Tuition Reimbursement shall be administered in accordance with Human
4 Resources Policy B-1, which was revised on 4/3/14. The City will not
5 substantially modify application of this Policy, as it pertains to this Union, unless
6 the Union is provided an opportunity to negotiate in accordance with Chapter
7 447, Florida Statutes, concerning the change. Either party may reopen this
8 paragraph one time during the term of this Agreement.
9

10 **ARTICLE 31**

11 **BULLETIN BOARDS**

12 31.1 The Union shall be authorized to install in each work location of employees
13 covered by this Agreement at mutually agreed upon locations and at its own
14 expense one bulletin board not exceeding three (3) feet by two (2) feet in area,
15 for the posting of the following notices only:

- 16 A. Union literature
- 17 B. Notices of Union meetings
- 18 C. Union elections
- 19 D. Reports of Union committees
- 20 E. Recreational and social affairs of the Union
- 21 F. Notices of Public Bodies
- 22 G. Other materials as approved by the Fire Chief
- 23 H. Employer will provide bulletin board space in each new work location of
24 employees covered by this Agreement for posting of information.

25 31.2 All material to be posted shall be signed by one of the officials of the Union and
26 the Union shall keep its bulletin boards or space in neat and presentable order.

27 31.3 No material, notices or announcements shall be posted by the Union which
28 contain anything political or controversial, or anything adversely reflecting upon
29 the City, any of its employees, or any labor organization among its employees.
30 No material, notices or announcements which violate any of the provisions of
31 this Article shall be posted. Any violation of this Article by the Union, or its

1 representatives, shall entitle the Fire Chief or his designated representative to
2 remove the material from the bulletin boards. The Union President shall be
3 advised of such action.

4
5 **ARTICLE 32**

6 **HOLIDAYS**

7 32.1 The City observes the following paid holidays, but reserves the right to
8 schedule work on these days. All employees covered by this Agreement are
9 entitled to the following paid holidays:

10		
11	New Year's Day	January 1
12		
13	Martin Luther King, Jr.'s Birthday	January 15
14		
15	Memorial Day	Last Monday in May
16		
17	Independence Day	July 4
18		
19	Labor Day	First Monday in September
20		
21	Thanksgiving Day	Fourth Thursday in November
22		
23	Day After Thanksgiving	Friday After Thanksgiving
24		
25	Christmas Day	December 25
26		
27	Day After Christmas	December 26
28		
29	Easter	First Monday After Easter Sunday
30		
31		
32	Veterans' Day	November 11
33		
34	One (1) Additional Holiday	To be mutually agreed upon by the parties
35		
36		

37 32.2 A) Whenever any of the above-listed holidays for all employees falls on a
38 Sunday, the following Monday shall be observed as the official holiday;
39 whenever any of the above-listed holidays occur on Saturday, the
40 preceding Friday shall be observed as the official holiday. In such

1 cases, the day on which the holiday is observed shall be considered to
2 be the paid holiday and not the regular day.

3 B) IAFF Bargaining unit members permanently assigned to a 40-hour
4 workweek (four 10-hour days per week) shall observe the holidays listed
5 below:

6		
7	New Year's Day	Observance Date
8		
9	Martin Luther King, Jr.'s Birthday	Observance Date
10		
11	Memorial Day	Last Monday in May
12		
13	Independence Day	Observance Date
14		
15	Labor Day	First Monday in September
16		
17	Veterans' Day	Observance Date
18		
19	Thanksgiving Day	Fourth Thursday in November
20		
21	Day After Thanksgiving	Friday After Thanksgiving
22		
23	Christmas Day	Observance Date
24		
25	Easter	First Monday After
26		Easter Sunday
27		
28	Two (2) Additional Holiday	To be mutually agreed
29		upon by the parties
30		

31 (1) Employees assigned to a 40-hour workweek shall be granted 12
32 holidays (120 Personal Eligible Hours). These hours must be
33 used on the designated holidays listed in 32.2B. The employee
34 shall receive 10 hours coded as Personal Eligible Hours (pay
35 code 30) at his/her regular rate of pay, for these designated City
36 holidays. In order to be paid for a holiday, an employee must be
37 in pay status with the City for a full day on the assigned workdays
38 immediately before and after the day on which the holiday is
39 observed. (Example: When a holiday listed in 32.2B occurs on a

1 scheduled workday, the employee will be off from work and will
2 be paid ten (10) Personal Eligible Hours. If a holiday listed in
3 32.2B occurs on his/her scheduled day off, the holiday (ten [10]
4 hours) may be taken at another mutually agreed upon date
5 during the same fiscal year.)

6 (2) IAFF Bargaining unit members temporarily assigned to a 40-hour
7 workweek shall observe the same holiday schedule as shown in
8 32.2B.

9 If a temporarily assigned employee selected the holiday pay
10 option while on a 24-hour shift schedule, that selection is
11 suspended for the duration of the 40-hour workweek assignment.
12 Upon returning to a 24-hour shift schedule, the holiday pay option
13 resumes for any remaining holidays in the fiscal year. While on a
14 40-hour workweek schedule, holidays will be charged to Holiday
15 Hours (pay code 06).

16 If a temporarily assigned employee selected the holiday time
17 option while on a 24-hour shift schedule, the following applies: If
18 employee is working a four 10-hour shift schedule, each holiday
19 will be charged as ten (10) Personal Eligible Hours. If the
20 employee is working a five 8-hour shift schedule, each holiday
21 will be charged as eight (8) Personal Eligible Hours.

22 32.3 A) Twenty-four hour shift employees shall be paid or granted time off at the
23 rate of ten (10) hours per day for each holiday. Such employees may
24 elect, prior to September 15th, of each year, to either receive holiday
25 pay during the year or to receive one hundred-twenty (120) hours
26 holiday time. Those employees choosing time off shall be credited on
27 October 1, with 120 hours added to the annual leave.

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

1 32.4 In any fiscal year during which an employee is serving his/her initial
2 probationary period, or longer if the probationary period is extended, he/she
3 shall not be eligible for holiday time.

4 32.5 Upon termination of employment, the employee shall be required to reimburse
5 the City (have deducted from his final paycheck) a pro rata portion of used
6 holiday time, if applicable, except as provided by law. (Ex., employee uses all
7 120 hours by March 30 and resigns as of that date, a deduction of 60 hours will
8 be made from his final paycheck, as long as the deduction does not reduce the
9 final paycheck below minimum wage for time worked.)

10 32.6 Unauthorized failure to report for work on a holiday after having been
11 scheduled to work on such holiday shall be just cause for denial of holiday pay.

12 32.7 Twenty-four hour shift employees shall observe holiday routine as outlined in
13 Article 41.

14 **ARTICLE 33**

15 **VACATIONS**

16 33.1 Employees covered by this Agreement shall accrue leave based on their date
17 of employment and shall be limited to the following schedule:

18 **40-Hour Employees**

19	<u>Years of</u>	<u>Rate of Accrual</u>	<u>Annual Leave</u>
20	<u>Continuous Service</u>	<u>Per Year</u>	<u>Hours Earned</u>
21			
22	1 to 5 years	8 days	80 hours
23	(1 mo. thru 59 mos.)		
24			
25	5 to 10 years	10 days	100 hours
26	(60 mos. thru 119 mos.)		
27			
28	10 to 15 years	12 days	120 hours
29	(120 mos. thru 179 mos.)		
30			
31	15 to 20 years	14 days	140 hours
32	(180 mos. thru 239 mos.)		
33			
34	20 years or more	16 days	160 hours
35	(240 mos. or more)		

36 **24-Hour Shift Employees**

37
38

1	1 to 5 years	5 shifts	120 hours
2	(1 mo. thru 59 mos.)		
3			
4	5 to 10 years	6 shifts	144 hours
5	(60 mos. thru 119 mos.)		
6			
7	10 to 15 years	7 shifts	168 hours
8	(120 mos. thru 179 mos.)		
9			
10	15 to 20 years	8 shifts	192 hours
11	(180 mos. thru 239 mos.)		
12			
13	20 years or more	10 shifts	240 hours
14	(240 mos. or more)		
15			

16 33.2 Due to the nature of the Fire Department's operations and the need to meet the
17 operational requirements of the City, annual leave shall be scheduled by the
18 Fire Chief or authorized designee. For employees who work a 24-hour shift,
19 annual leave shall be granted in consideration of both annual leave and for
20 those holidays defined in Article 32 of this Agreement.

21 (a) The taking of annual leave shall be governed by seniority per shift
22 independently of the other shifts.

23 (b) Where possible, up to six (6) members of the bargaining unit on each
24 24-hour shift may be on vacation at any given time; however, no more
25 than three (3) Lieutenants from each shift at any one time. This number,
26 six (6), may be reduced to five (5) members for any shift where overtime
27 will be incurred.

28
29 (c) Employees covered by this Agreement shall not be allowed to trade or
30 exchange approved annual leave time without written consent by the
31 Fire Chief or designee.

32 (d) Annual selection for vacation will be as per the procedures with the
33 following modifications: In seniority order by shift employees may
34 choose one of the following options:

- 35 1) Select up to six (6) non-consecutive 24-hour shifts; or
- 36 2) Select two groups of up to four (4) consecutive 24-hour shifts; or

1	10 to 20	240
2	20 or more	280

24-Hour Shift Employees

6	1 to 5	292
7	5 to 10	348
8	10 to 20	404
9	20 or more	460

Employees will be allowed to accrue additional vacation time once they have reached the maximum allowed, however any accrued vacation in excess of the maximum allowed shall be forfeited on the employee’s anniversary of their adjusted service date (or date of regular employment with the City, whichever is later), except as provided below.

Effective upon ratification, an employee transferring from a 24-hour shift schedule (hereinafter a “shift” employee) to a 40-hour schedule (hereinafter a “days” employee) shall be permitted to carry a vacation balance in excess of the days carryover maximum until the employee’s second leave progression date following such transfer. Effective the pay period following the second leave progression date after such transfer, the employee’s vacation balance shall be converted to provide the same number of hours of vacation, as a proportion of scheduled work hours. Additionally, the converted balance shall be subject to the maximum hours listed above. In computing the new balance, the employee’s vacation leave hours shall be multiplied by 0.77 (ex. $200 \times 0.77 = 154$).

In the event an employee, who previously transferred from shift to days, returns to shift before reaching the second leave progression date, no conversion of the leave balance shall occur.

Effective upon ratification, an employee transferring from days to shift, whose balance was previously converted or is already subject to the days carryover maximum, shall have his/her vacation balance converted to provide the same number of hours of vacation, as a proportion of scheduled work hours. In

1 computing the new balance, the employee's leave hours shall be multiplied by
2 1.3 (ex. $160 \times 1.3 = 208$).

3 33.4 Annual leave shall continue to accrue during periods of absence in which the
4 employee is in pay status.

5 33.5 Paid vacation leave may not be taken during the initial twelve (12) months of
6 employment or re-employment.

7 33.6 Should a holiday occur during an employee's annual leave, that day shall be
8 charged as a holiday. This section applies to 40-hour employees only.

9 33.7 Employees shall not be paid for annual leave earned in lieu of taking annual
10 leave. The only time employees may be paid for earned annual leave is upon
11 termination, or upon entry into a DROP.

12

13 All employees who elect to participate in the DROP will have the one-time
14 option, with the election to enter the DROP, of retaining all or a portion of their
15 vacation balance to be used during participation in the DROP, or receiving, at
16 that time, compensation for some or all of the balance.

17 33.8 Annual leave shall not be granted in advance of being earned. If an employee
18 has insufficient leave credit to cover a period of absence, a deduction for the
19 time involved (leave without pay) shall be made on the current payroll.

20 33.9 Employees who are transferred from one department to another shall have
21 their leave credits transferred with them.

22 33.10 Upon termination of employment the employee shall be entitled to
23 compensation for any earned but unused vacation (annual leave) to his/her
24 credit at the time of termination at the employee's normal base rate of pay at
25 the time of termination. The official termination date shall be the last day of
26 active employment and shall not be extended due to payment for unused
27 vacation (annual leave) time. This does not apply to employees having less
28 than twelve (12) months of service.

29 All employees who elect to participate in a regular DROP will have the one-
30 time option, with the election to enter the DROP, of retaining all or a portion of
31 their vacation balance to be used during participation in the DROP, or

1 receiving, at that time, compensation for some or all of the balance. In the
2 case of a reverse DROP, members may utilize the lesser of the vacation
3 balance in existence on the effective date of commencement of participation
4 or the balance in existence ninety (90) calendar days after declaration of
5 intention to enter the reverse DROP.

6
7 **ARTICLE 34**

8 **SICK LEAVE**

9 34.1 Employees shall earn eight (8) hours per month for 40-hour employees and
10 twelve (12) hours per month for 24-hour shift employees.

11 34.2 Sick leave will be granted upon approval of the Fire Chief or his authorized
12 designee for the following reasons:

- 13 a) For absence due to personal illness, injury or temporary disability,
14 doctor's statement required for temporary disability indicating
15 approximate length of absence due to disability.
- 16 b) For personal medical and dental appointments.
- 17 c) For absence due to compensable injury arising out of the course of City
18 employment (employees shall, upon request, be allowed to remain on
19 full pay for the period which can be covered by sick leave balance when
20 pro-rated with the amount being paid by compensation).
- 21 d) Illness or injury of a member of the employee's immediate family
22 (defined as spouse, registered domestic partner, dependent children, or
23 parents) living in the same domicile provided the employee's presence is
24 needed. For the purpose of this article, dependent children are defined
25 as the employee's unmarried, natural, adopted, or step-child(ren), or a
26 child for whom the employee has been appointed legal guardian or legal
27 custodian, or the natural or adopted child(ren) of the employee's current
28 registered domestic partner, who are under the age of 19; or if over the
29 age of 19 meet the criteria for dependency as defined in the City's
30 health insurance policy; or who are handicapped children as defined in
31 said policy. (Any employee may use up to 50% of accrued sick leave
32 for illness under this proposal; however, this limitation does not apply to

1 less than twenty-four (24) days accrued sick leave, which is to say,
2 regardless of the 50% limitation a 40-hour employee may use 12 days of
3 accrued sick leave and a 24-hour shift employee four (4) twenty-four
4 hour shifts of accrued sick leave, which is described in this paragraph.)
5 In all incidents of such sickness by a spouse or dependent children, a
6 doctor's statement may be required.

7 34.3

8 a) All employees are required to notify District One as early as possible
9 and no later than 60 minutes prior to the starting of his/her normal work
10 day when he/she is unable to report for work because of illness or injury,
11 giving the reason for absence. In the event, District One is not available
12 then the employee shall notify District Two. Employees failing to comply
13 with this provision shall not be allowed to charge their absence to sick
14 leave unless waived by the Fire Chief. Twenty-four hour shift
15 employees will notify the District Chief at least 24 hours in advance of
16 their intent to return following an illness or any injury. Sick leave will not
17 be granted for any sickness, injury or disability arising from an unlawful
18 act on the part of the employee. Sick leave will be charged only against
19 an employee's regular workday and shall not be charged for absences
20 on overtime or premium time. From the fourth incident of sickness
21 onward, a doctor's statement verifying the sickness may be required,
22 unless after any of the three (3) prior incidences a doctor's statement
23 verifying the sickness is provided. In which case, that incident will not
24 count towards one of the three (3) incidences. In all cases where the
25 sickness involves more than two consecutive shifts, a doctor's
26 statement verifying the sickness may be required.

27 b) When verification of illness is required, the following shall apply: A
28 doctor's statement, in writing, is to be turned in to the employee's
29 immediate supervisor upon the employee's return to work if there are no
30 restrictions from the doctor. If restrictions apply, a doctor's statement, in
31 writing, is to be turned in to the City Nurse before the employee returns
to work, which statement shall detail any restrictions on the employee's

1 ability to perform all the duties normally assigned to the employee's
2 classification. Failure to provide such a statement or refusal by the
3 doctor to allow the City to verify the statement if such is requested shall
4 preclude the use of sick leave, and the employee shall be in a leave
5 without pay status until acceptable documentation is provided.
6 Expenses of a doctor resulting from the verification of illness shall be the
7 responsibility of the employee except if he is required to obtain such
8 from a doctor selected by the City.

9 c) If the Lieutenant or District Chief determines from personal observation
10 that an employee reporting to duty is too sick to work, he may be sent
11 home on sick leave.

12 34.4 Sick leave shall be monitored administratively. If sick leave is used in
13 conjunction with any other leave (i.e. Trade Time, Vacation, or Kelly Day) or on
14 holidays, verification of illness from a doctor may be required after the second
15 occurrence. The employee shall be noticed on the second occurrence and a
16 determination made as to whether verification of illness will be required for
17 future occurrences.

18 34.5 Sick leave shall not be granted in advance of being earned. If an employee
19 has insufficient sick leave credit to cover a period of absence, vacation leave
20 may be used or a deduction for the time involved shall be made on the current
21 payroll. However, such usage must be approved in advance of the employee's
22 absence.

23 34.6 Should a holiday occur during an employee's absence due to sickness, the sick
24 day shall be charged as a holiday.

25 34.7 Sick leave shall continue to accrue during periods of absence in which the
26 employee is in pay status.

27 34.8 Employees who are transferred within the City shall have their sick leave
28 credits transferred with them. The accrual, use and reimbursement provisions
29 of this Agreement shall no longer be applicable after such transfer.

30 34.9 Employees taking sick leave shall be compensated at their regular straight time
31 hourly rate of pay.

1 34.10 a) Employees separated from the Fire Department by death, retirement,
2 resignation, or lay-off, and those who participate in the Consolidated
3 Pension DROP, shall, upon request, be compensated in cash, at the
4 weighted average of their base hourly rates during the preceding five
5 years, for one-half of sick leave accumulated and unused which appears
6 on their records. At the time of their separation, or election at the time of
7 entry in and/or at least forty five (45) calendar days prior to exit from the
8 Consolidated Plan DROP, as the case may be, such payment shall not
9 exceed the equivalent of a total of one thousand three hundred (1,300)
10 hours for 24-hour employees, and nine hundred and sixty (960) hours
11 for 40-hour employees (2600 x .50; 1920 x .50). Such payment shall
12 only be made if the employee has, at the time of his/her separation, or
13 entry in the Consolidated Plan DROP, used less than fifty percent (50%)
14 of the sick leave he/she had accrued during his/her tenure with the
15 Department; or for employees electing to be compensated during
16 participation in (but at least 45 calendar days prior to exit from) the
17 Consolidated Plan DROP, such payment shall only be made if the
18 employee has, during his/her tenure with the Department prior to entry
19 AND during his/her time in the Consolidated Plan DROP, used less than
20 fifty percent (50%) of the sick leave they accrued.
21 It is agreed that employees having a minimum balance of two hundred
22 forty (240) sick leave hours, having used no more than forty-eight (48)
23 hours of sick leave during the previous fiscal year, and who are at
24 least 45 calendar days from exiting the DROP, may elect to sell up to
25 forty (40) hours of sick leave per year. This election may only be
26 made during the month of October of each year, and payment shall be
27 made at the employee's base hourly rate at the time of payment.
28 Additionally, each hour sold on any election made under this
29 paragraph shall reduce, by one hour, the total number of hours the
30 employee would have been able to sell upon separation, entry into the

1 DROP, or during participation in (but at least 45 calendar days prior to
2 exit from) the DROP (ex. 1,300 – 40 = 1,260).

3 b) Except as provided below, employees receiving payment for sick leave,
4 as described in section 34.10(a), may apply sick leave hours not
5 redeemed for cash payout to pension service credit. Sick leave hours
6 redeemed for cash payout are considered “used” and may not be
7 converted to service credit. Effective January 1, 2014, any sick leave
8 accrued and unused after such date shall not be converted to additional
9 service credit for determining pension benefits.

10 c) Upon entering into the DROP, employees may elect to apply unused
11 sick leave hours accrued as of December 31, 2013 to pension service
12 credit and/or to retain some or all of their unused sick leave for use
13 during their employment while participating in the DROP. Sick leave
14 hours redeemed for cash payout of sick leave balances upon retirement
15 are considered already “used” and may not be converted to credited
16 service, or used as sick leave during participation in the DROP. In the
17 case of a reverse DROP, members may utilize the lesser of the sick
18 leave balance in existence on the effective date of commencement of
19 participation or the balance in existence ninety (90) calendar days after
20 declaration of intention to enter the reverse DROP, subject to the limits
21 described in (b) above. Any unused sick leave remaining at the
22 expiration of the DROP participation or period will be forfeited.

23 d) The union agrees that once a retirement request is filed with the City, it
24 becomes irrevocable thirty (30) calendar days prior to the specified date
25 targeted for retirement.

26
27 **ARTICLE 35**

28 **BEREAVEMENT LEAVE**

29 35.1 In the event of death in an employee's immediate family, he/she shall be
30 granted leave for five (5) calendar days (no less than one (1) or more than two
31 (2) work days for 52-hour employees and not less than three (3) or more than
32 four (4) work days for 40-hour employees shall be used as paid Bereavement

1 Leave at the Fire Chief's discretion). The Fire Chief or designee may grant
2 additional leave as appropriate.

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

10
11 35.2 For the purpose of this Article, the following relationships shall be considered
12 immediate family: the employee's father, mother, foster parent, brother, sister,
13 spouse, registered domestic partner, current father-in-law, father of current
14 registered domestic partner, current mother-in-law, mother of current registered
15 domestic partner, natural grandparents and children holding the following
16 relationships with the employee, the employee's spouse, or the employee's
17 current registered domestic partner natural, adopted, or stepchild(ren), or a
18 child for whom the person has been appointed legal guardian or legal
19 custodian.

20 35.3 Employees taking Bereavement Leave shall be compensated at their regular
21 straight time hourly rate of pay as set forth on the applicable salary schedule for
22 the time off work.

23 35.4 Bereavement leave must be taken within 5 calendar days of the death or
24 funeral.
25

26 **ARTICLE 36**

27 **TRADE TIME**

28 36.1 Upon prior approval of the Fire Chief or his/her designee, an employee may
29 agree with another employee, who is of equal classification (i.e., firefighter for
30 firefighter, driver-operator for driver-operator) to work in place of said other
31 employee during that employee's scheduled work assignment, subject to the
32 following restrictions:

- 1 a) No employee shall be permitted to have another employee substitute for
2 him/her except for periods of short duration and in no case in excess of
3 three (3) consecutive 24-hour shifts. An employee may request a waiver
4 of this restriction. Such request shall be submitted in writing, in advance
5 of the first trade, to the Fire Chief or designee.
- 6 b)(i) No employee shall be permitted to have other employees substitute for
7 him/her in excess of a total of ten (10) times each fiscal year. Provided
8 however, that regular and continuous uses of trade time shall not count
9 against such limitation when such are required by approved educational
10 courses scheduling or required by a verified illness, fall on a Saturday,
11 Sunday or Holiday.
- 12 b)(ii) Up to seven (7) members of the Union who are officers of the Local and
13 any members who are officers of the State or International Union shall
14 be permitted to have other employees substitute for them up to a total of
15 fifty (50) times each fiscal year to conduct union business as verified by
16 the local Union President or designee. Such members shall be listed by
17 the Union at the beginning of the fiscal year and the list kept current
18 during the fiscal year.
- 19 c) The City shall compensate the employee who was scheduled to work in
20 the amount he would have earned had he/she worked and shall in no
21 manner be liable for any wage for the hours worked by the substitute
22 employee.
- 23 d) The hours worked by the substitute employee shall not be considered
24 hours worked by or paid for to the substitute employee.
- 25 e) The request for the exchange of time form will be signed by the
26 appropriate parties in advance. However, extenuating circumstances,
27 which prevent the exchange of the time form from being signed by the
28 appropriate parties in advance, will be given due consideration by the
29 employee's immediate District Chief. If his/her District Chief is not
30 available, then the other District Chief.

- f) When the exchange of time form is signed in advance, the substitute employee is responsible for reporting to duty.
- g) When the exchange of time form is not signed in advance, the employee originally scheduled to work is responsible for reporting to duty.
- h) An employee substituting for another employee will not be eligible for vacation during the period of any portion thereof of the substitution unless waived by the District Chief on duty.
- i) An employee substituting for another employee will be eligible for sick leave during the period of any portion thereof, of the substitution. Verification of illness may be requested by the Fire Chief.

36.2 No grievance may be filed by an employee or the Union alleging that the City has any contractual liability for wages resulting directly or indirectly from the application of this Article other than to compensate the employee originally scheduled to work for those hours in an amount equal to what he would have earned had he worked.

ARTICLE 37

JURY DUTY AND COURT APPEARANCES

37.1 Any employee covered by this Agreement who is required to perform jury service during his/her normal working hours in a City, County or Federal Court shall be paid his/her regular straight time hourly rate for the period of such service. Employees receiving a summons for jury duty must notify their immediate officer promptly or as soon as possible after receiving such notice. Any employee failing to make such notification will not be paid for the period of said absence. A Request for Leave form must be completed by the employee with a copy of the court summons attached and must be approved prior to payment for such time off.

37.2 Any employee who is excused from jury duty during his/her normal work hours must report to his/her immediate officer to determine if he/she will be required to work the remainder of his/her normal work schedule.

37.3 Any employee covered by this Agreement who is required to appear in a court of law during his/her normal working hours in response to a legally valid

1 subpoena, shall be paid his/her regular straight time hourly rate for those hours
2 absent from work, overtime for off duty hours, provided that either the
3 employee is required to testify on behalf of the City, or, that the City be a party
4 of the case and the employee is required to testify because of conduct arising
5 out of and in the course of his/her employment with the City while actually on
6 duty; and provided further that in no other case shall employees covered by this
7 Agreement be paid by the City including any case where the Union or the
8 employee is a party to the case directly or as a member of a class. Employees
9 receiving such subpoena must notify their immediate supervisor promptly and
10 submit evidence of such service as a witness. Any witness fee which the
11 employee receives shall be endorsed and promptly transmitted by the
12 employee to his appropriate supervisor for forwarding to the Finance
13 Department.

14
15 **ARTICLE 38**
16 **LEAVE OF ABSENCE**

17 38.1 General Information

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

- 21 A. Leave of absences will be granted for Family and Medical Leave (FMLA) -
22 see Section 38.7.
- 23 B. Leaves of absences may be granted under conditions similar to FMLA for
24 employees to care for Registered Domestic Partners – see Section 38.11.
- 25 C. Leave of absences may be granted for Personal Leave - see Section 38.12.

26 38.2 Leave Request Procedure:

27 Employees are expected to be familiar with and are required to follow the
28 leave procedures as outlined in the Leave Request Procedures Section.
29 Leave requests for less than one full pay period should be handled with a
30 Personnel Leave Request Form attached to the time sheet. Employees may
31 be required to daily or otherwise report on his/her status and intention to

1 return to work and may be subject to loss of benefits and/or discipline for
2 failure to do so.

3 38.3 Continuity of Service:

4 Any leave without pay for one full pay period or more which is approved in
5 accordance with these procedures shall not constitute a break in service, but
6 will constitute an adjusted service date. If leave is ninety (90) calendar days
7 or longer, the pension service date will be affected.

8 38.4 Expiration of Leave and Reinstatement:

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

11 38.5 Extension of Leave

12 If an extension of the leave is required, a request for the extension must be
13 submitted on the Leave Request Form at least five (5) calendar days in
14 advance of the leave expiration or as soon as practical. Consideration of an
15 extension will be based on the same criteria as the original request. Failure to
16 return to work at the expiration of the leave may result in termination.

17 38.6 Parental Leave:

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

22 Employees receiving parental leave may be required to submit evidence of
23 date of birth, custody, and location of the infant for whom parental leave is
24 sought.

25 38.7 Family and Medical Leave:

26 A. Eligible employees may take a maximum of twelve (12) weeks of family
27 and medical leave in their FMLA leave year. This leave may be paid if
28 applicable leave is available or the leave may be unpaid. The FMLA
29 leave year is defined as the twelve – (12-) month period measured from
30 January 1 each year.

31 FMLA will be granted for:

- 1 1. The birth of a child and care for a child within twelve – (12-) months
2 following a birth*;
- 3 2. The placement of a child with the employee. Leave must be taken
4 within twelve- (12-) months following placement.
- 5 3. To care for the spouse, child, or parent of the employee who has a
6 "serious health condition".
- 7 4. If the employee is unable to perform his or her own job because of the
8 employee's own serious health condition.
- 9 5. Because of "any qualifying exigency" arising out of the fact that the
10 spouse, son, daughter, or parent of the employee is on active duty, or
11 has been notified of an impending call to active duty status, in support of
12 a contingency operation, as a member of the reserves or a former
13 retired reserve or regular armed member.
- 14 B. An eligible employee who is the spouse, son, daughter, parent or next of kin of
15 a covered servicemember, as defined by the FMLA, who is recovering from a
16 serious illness or injury sustained in the line of duty on active is entitled to up to
17 26 weeks of leave in a single 12-month period to care for the servicemember.
18 This military caregiver leave is available during "a single 12-month period"
19 during which an employee is entitled to a combined total of 26 weeks of all
20 types of FMLA leave.
21 The aggregate number of workweeks of leave to which both husband and wife
22 may be entitled under this subsection may be limited to 26 workweeks during
23 the single twelve- (12-) month period described in this subsection B if the leave
24 is:
 - 25 (i) leave under subsection B; or
 - 26 (ii) a combination of leave under subsection A and leave described
27 in B
- 28 C. Eligibility Requirements
29 Employees are generally eligible if they have worked for the City for at least
30 one year and for 1,250 hours over the twelve (12) months previous to the
31 leave.

1 D. Definitions of Serious Health Condition

2 A serious health condition is an illness, injury, impairment, or physical or mental
3 condition that involves either an overnight stay in a medical care facility, or
4 continuing treatment by a health care provider for a condition that either
5 prevents the employee from performing the functions of the employee's job, or
6 prevents the qualified family member from participating in school or other daily
7 activities. Slightly different requirements apply in the case of covered
8 servicemembers.

9 Subject to certain conditions, the continuing treatment requirement may be met
10 by a period of incapacity of more than three (3) consecutive calendar days
11 combined with at least two (2) visits to a health care provider or one visit and a
12 regiment of continuing treatment, or incapacity due to pregnancy, or incapacity
13 due to a chronic condition. For further information contact Employee Health
14 Services or the Human Resources Department.

15 E. Use of Leave

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

21 F. Substitution of Paid Leave for Unpaid Leave

22 The City generally requires use of accrued paid leave while taking FMLA leave
23 (see 38.9). In order to use paid leave for FMLA leave, employees must comply
24 with the City's normal paid policies.

25 G. Employee Responsibilities

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

30 Employees must provide sufficient information for the City to determine if the
31 leave may qualify for FMLA protection and the anticipated timing and duration

1 of the leave. Sufficient information may include that the employee is unable to
2 perform job functions, the family member is unable to perform daily activities,
3 the need for hospitalization or continuing treatment by a health care provider
4 and information on symptoms, diagnosis, hospitalization, doctor results,
5 whether medication has been prescribed, any referrals for treatment (physical
6 therapy, for example) any other regimen of continuing treatment, or
7 circumstances supporting the need for military family leave. Employees also
8 must inform the City if the requested leave is for a reason for which FMLA
9 leave was previously taken or certified. Employees also may be required to
10 provide a certification and periodic recertification supporting the need for leave.
11 Documentation must be provided in a timely manner, utilizing the forms
12 provided by the City, or FMLA leave may be denied, use of paid leave may be
13 denied, employees will lose job benefits and protections, and may be subject to
14 disciplinary action.

15 38.8 Conditions:

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

- 1 D. If an employee out on regular paid leave seeks to extend that leave under the
2 provisions of the Family and Medical Leave Act, the City may classify and
3 apply leave already taken towards the employee's twelve- (12-) week total upon
4 appropriate information from the employee.
- 5 E. The employee's position may be filled by a temporary appointment or
6 assignment of another employee. At the expiration of the leave, the employee
7 shall be reinstated in the position vacated, if it exists and reinstatement is
8 otherwise warranted.
- 9 F. Except as provided herein, the employee, upon returning to work from a
10 medical leave, must report to Employee Health Services. The employee may
11 be required to submit a written approval from his/her health care provider
12 stating the employee is approved to return to work. The employee may be
13 required to complete a fitness for duty examination related to the serious health
14 condition for which the employee was absent on FMLA leave.
- 15 G. While the employee is on medical leave, the City will continue the employee's
16 health benefits during the leave period at the same level of benefits and under
17 the same conditions as if the employee had continued to work. An employee
18 on paid medical leave continues to pay the contribution rate via payroll
19 deduction as when an active employee. An employee on unpaid leave
20 continues to pay the contribution as when an active employee. In this case, the
21 employee must continue to make this payment either in person or by mail to the
22 City's Risk Management Department. Payment must be received by the last
23 day of the month prior to each month of coverage. If the payment is more than
24 thirty (30) calendar days late, the employee's health care coverage may be
25 dropped. The City will notify the employee in writing at least fifteen (15)
26 calendar days before the date that health coverage retroactively is cancelled, or
27 at the City's option, it may pay the employee's share of the premiums during
28 unpaid medical leave and recover those payments from employee upon
29 employee's return to work.
- 30 H. If the employee chooses not to return to work for reasons other than a
31 continuation, recurrence, or onset of a FMLA qualifying serious health condition

1 or for other circumstances beyond the control of the employee, the City will
2 require the employee to reimburse the City the amount it paid for the
3 employee's health insurance premium during the leave period through
4 deducting from any sums due employee arising out of the employment
5 relationship, or by initiating legal action against the employee to recover such
6 costs.

7 38.9 How available paid leave is applied to an FMLA qualifying event

8 A. Designated Leave System

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

25 B. The maximum hours of paid leave under this Article 38.9 and Article
26 38.11 shall be 480 and any approved absence beyond 480 in the leave
27 year, or servicemember leave period shall be without pay, except as
28 provided in 38.9C.

29 C. Employees working a 52-hour workweek shall be eligible to use the
30 appropriate available leave time above the 480 hours for the remainder
31 of the FMLA entitlement period.

1 38.10 FMLA, Partner Leave definitions

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

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

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

14 D. Leave Year: The twelve- (12-) month period measured forward from January 1
15 each year, except in the care of covered servicemember caregiver leave (see
16 38.7B).

17 38.11 Registered Domestic Partner medical leave (Partner)

18 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
19 medical leave in the FMLA leave year. Eligible employees may also take
20 covered servicemember caregiver leave, if the covered servicemember is the
21 eligible employee's Registered Domestic Partner, for a maximum 26 weeks
22 as described in 38.7B. In all cases, Partner leave and FMLA leave combined
23 may not exceed a total of twelve (12) weeks in the FMLA (for care for
24 Partners who are covered servicemembers leave year, twenty-six (26) weeks
25 in the covered servicemember leave period), as the case may be, unless
26 otherwise required by law. This leave may be paid if applicable leave is
27 available or the leave may be unpaid. The FMLA Leave Year is defined as
28 the twelve- (12-) month period measured forward from January 1 each year.

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

31 38.12 PERSONAL LEAVE

- 1 A. An employee may be granted a Personal Leave for a period of time not to
2 exceed a total of one (1) year, for the following reasons:
- 3 1. Health or family related problems not defined within Family and Medical
4 Leave Policy, or beyond the time limits of the FMLA or beyond the
5 scope of leave available to care for Registered Domestic Partners.
6 2. Education
7 3. Military leave not covered under Military Leave Policy
8 4. Extenuating personal reasons
- 9 B. Conditions:
- 10 1. Employees must apply for Personal Leave in writing at least ten (10)
11 working days prior to the beginning of the leave. Personal Leave may
12 be granted and if granted may be paid, unpaid, or a combination of paid
13 and unpaid leave. Prior to being placed on unpaid Personal Leave
14 under this section, employees must first exhaust all accrued vacation
15 and personal leave.
- 16 2. Unpaid leave for one (1) full pay period or more will not be considered
17 time worked for purposes of accruing seniority, longevity, vacation, or
18 sick.
- 19 3. During an employee's approved Personal Leave, his/her position may
20 be filled by a temporary appointment, or permanent assignment of
21 another employee. At the expiration of the leave, the employee shall
22 be reinstated to the position vacated if it has not been filled
23 permanently during the leave. If the position has been filled, then the
24 employee will be reinstated to another position which is vacant and for
25 which the employee is qualified. The replacement position shall not be
26 at a higher wage rate than the position from which the leave was
27 granted. Refusal of a vacant position offered by the City shall result in
28 the termination of the employee.
- 29 4. The employee shall not accept part- or full-time employment elsewhere
30 while on leave of absence unless such employment was previously
31 approved and is not conducted during normal working hours.

- 1 5. To return to work the employee must report to Employee Health
2 Services; and, the employee may be required to submit a written
3 approval from their health care provider releasing them for work. The
4 employee may be required to complete a health examination.
- 5 6. An employee on unpaid personal leave must contact the City of
6 Gainesville's Risk Management Department to obtain a COBRA
7 Notification Form. The COBRA Notification Form outlines the terms and
8 conditions of the Consolidated Omnibus Budget Reconciliation Act,
9 COBRA rates, when payments are due, and where payments are
10 mailed to. Payment must be received by the last day of the month prior
11 to each month of coverage. If the payment is more than thirty (30)
12 calendar days late, the employee's health care coverage may be
13 dropped for the duration of the leave. The City will notify the employee
14 in writing at least 15 calendar days before the date that health
15 coverage retroactively is cancelled, or at the City's option, it may pay
16 the employee's share of the premiums during the unpaid medical leave
17 and recover those payments from employee upon employee's return to
18 work. If the employee chooses not to return to work, the City will
19 require the employee to reimburse the City the amount it paid for the
20 employee's health insurance premium during the leave period through
21 deducting from any sums due employee arising out of the employment
22 relationship, or by initiating legal action against the employee to
23 recover such costs.

24 38.13 Domestic/Sexual Violence Leave
25 Domestic/Sexual Violence Leave shall be provided in accordance with
26 Human Resources Policy L-2: General Leave Policies.

27 38.14 Paid Parental Leave

- 28 A. Except as provided in 38.14.B, employees covered by this Agreement
29 shall be eligible for Paid Parental Leave in accordance with HR Policy L-2:
30 General Leave Policies.

1 B. Leave under this paragraph (38.14) shall count in the computation of
2 overtime for any pay period when this leave commences, and any pay period
3 when this leave concludes.
4

5
6 **ARTICLE 39**
7 **MILITARY LEAVE**

8 39.1 The City Manager will grant a leave of absence to any regular employee called
9 to active military service or state active duty in accordance with applicable law.

10 39.2 Reserve or Guard Annual Training:

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

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

20 39.3 Reserve or Guard Active Military Service (not annual training).

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

26 39.4 Requests for Military Leave:

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

1 39.5 An employee attending evening or weekend military training which conflicts with
2 his work schedule shall be granted time off without pay for the purpose of
3 attending the military training or may use trade times without their counting
4 against the allowable total.

5 39.6 Military Leave Without Pay
6 In the event military leave is required in excess of the time allowed for in
7 paragraphs 39.2 and 39.3, the employee may be granted additional leave
8 without pay or he/she may elect to use earned vacation leave, which shall not
9 constitute a break in continuous service. Vacation leave will not be required
10 prior to allowing leave without pay.

11 39.7 In all cases the employee shall be granted benefits as afforded by law.

12
13 **ARTICLE 40**

14 **WAGES**

15 40.1 General Increases (COLAs) and Range Movement

16 A. There shall be no General Increase the first year (October 1, 2021 to
17 September 30, 2022) of this Agreement.

18
19 B. Effective the beginning of the first full pay period in October 2022, pay ranges
20 shall be adjusted as provided herein. The percentage increase to pay ranges
21 shall be determined in accordance with Sec. 2-66 of the Code of Ordinances of
22 the City of Gainesville, which provides that "Annual salary shall be adjusted by
23 the August to August percent change in the Bureau of Labor Statistics
24 Consumer Price Index (1982-84=100) all urban consumers, Southern region,
25 All Items (CPI)." In addition, employee base pay shall be adjusted by the same
26 amount and at the same time ranges are adjusted. In no event shall ranges or
27 employee base pay be reduced.

28
29 C. Effective the beginning of the first full pay period in October 2023, pay ranges
30 shall be adjusted as provided herein. The percentage increase to pay ranges
31 shall be determined in accordance with Sec. 2-66 of the Code of Ordinances of

1 the City of Gainesville, which provides that “Annual salary shall be adjusted by
2 the August to August percent change in the Bureau of Labor Statistics
3 Consumer Price Index (1982-84=100) all urban consumers, Southern region,
4 All Items (CPI).” In addition, employee base pay shall be adjusted by the same
5 amount and at the same time ranges are adjusted. In no event shall ranges or
6 employee base pay be reduced.

7
8 D. An employee entering the Deferred Retirement Option Program (DROP) may
9 elect to forego receipt of any future general salary increases effective after
10 entry into the DROP, for as long as the employee is participating in the DROP,
11 as provided in Article VII, Division 3, of the Code of Ordinances:

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

25 E. There shall be no General Increases (COLAs) and no pay range movement
26 after the expiration of this Agreement unless and until there is a new
27 Agreement in effect providing for such movement.

28
29 40.2 Merit or Performance – Based Increases

30 A. 1. Effective the beginning of the first pay period in January 2022,
31 employees who have completed an *initial* probationary period and

1 whose overall performance rating for the prior rating period is Meets
2 Expectations or higher shall have their base rate slotted into the pay
3 plan in Exhibit 1, limited by the pay range maximum and by any limits
4 provided in an individual's DROP agreement. Slotting shall be
5 accomplished by ensuring the employee's pay is increased not less than
6 one full pay step from their rate of pay prior to the adjustment.

7 In the event an employee, who is otherwise eligible, did not complete
8 his/her **initial** probationary period during the prior rating period, the
9 employee shall become eligible upon satisfactory completion (Meets
10 Expectations or higher) of his/her **initial** probationary period. Payment
11 in those instances shall be made prospectively from the first full pay
12 period following completion of the **initial** probationary period.

13 2. Effective the beginning of the first pay period in January 2023
14 and January 2024, employees who have completed an initial
15 probationary period and whose overall performance rating for the prior
16 rating period is Meets Expectations or higher shall have their base rate
17 increased by one pay step, limited by the pay range maximum and by
18 any limits provided in an individual's DROP agreement.

19 In the event an employee, who is otherwise eligible, did not complete
20 his/her **initial** probationary period during the prior rating period, the
21 employee shall become eligible upon satisfactory completion (Meets
22 Expectations or higher) of his/her **initial** probationary period. Payment
23 in those instances shall be made prospectively from the first full pay
24 period following completion of the **initial** probationary period.

25
26 There shall be no Merit Increases after September 30, 2024 unless and until there is a
27 new Agreement in effect providing for such increases.

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

30 C. Employees may be eligible for Special Merit Awards as authorized under
31 City Human Resources Policy – Performance-Based Merit Awards.

1 40.3 Promotions
2 Employees who promote after October 1, 2021, but before January 10, 2022,
3 shall receive a 5% base rate increase. Employees who promote on or after
4 January 10, 2022 shall have their pay adjusted by slotting into the new pay
5 range at the nearest pay step that ensures not less than a 5% increase.
6 Promotional increases shall continue to be effected as provided herein unless
7 and until superseded by a new Agreement.

8 40.4 Twenty-four hour shift personnel who have been assigned to Fire Prevention
9 shall receive compensation at the appropriate rate of pay.

10 40.5 Employees covered by this Agreement who work in a higher classification shall
11 be paid ten percent (10%) above their current base wages for actual time
12 worked in this assignment, rounded to the nearest five minute interval.
13 Under no circumstances shall the total amount of out-of-class pay that is paid
14 exceed that attributable to the number of hours worked.

15 40.6 A. Effective the beginning of the first pay period in October 2021, all employees
16 who achieve State of Florida paramedic certification shall receive an
17 annualized base rate increase in accordance with Table 1 below, limited by the
18 pay range maximum. Effective the beginning of the first pay period in January
19 2022, employees who achieve State of Florida paramedic certification shall
20 receive an annualized base rate increase in accordance with Table 1 below.
21 Any portion of the increase that is in excess of the range maximum shall be
22 paid as a one-time, non-pensionable, lump sum payment. This base rate
23 increase shall only be made once. Lump sum payments shall not be included
24 as base pay. There shall be no base rate increases under this provision after
25 the term of this Agreement, unless and until there is a new Agreement in effect
26 providing for such increases.

27
28 Table 1
29

Effective Date	Amount of Annualized Base Rate Increase
----------------	---

October 4, 2021	Pay Grade F1 - \$1,552.8571 Pay Grade F2 - \$1,829.4286 Pay Grade F3 - \$2,070 Pay Grade F4 - \$2,350
January 10, 2022	All Pay Grades – One Pay Step

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B. In the event a member who receives the base rate increase in 40.6.A. above loses the State of Florida paramedic certification, the member's annual base rate will be reduced in accordance with the amounts in Table 1 above, based on the date the change becomes effective.

C. Employees holding a current and valid State Paramedic Certification shall receive supplemental paramedic pay at a rate of ten percent (10%) of their current base wages.

Any paramedic who is not cleared shall not receive this monthly supplement, provided that he or she has had the opportunity to obtain cleared status on City time and at City expense.

40.7 Employees who are required to be paramedics, in accordance with 10.3 of Article 10, shall upon request be permitted to seek relief from said requirement from the Department Medical Director.

40.8 If the City Commission determines that fire inspections are to be performed on a department-wide basis by fire companies, fifty dollars (\$50.00) per month shall be re-instated for the duration of the current labor agreement. Company fire inspections will be conducted from 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturdays until 11:30 a.m.

40.9 Lieutenants while assigned to Training shall be paid five percent (5%) above their current base wages.

40.10 All persons in the Fire Department in the classification of Fire Inspector holding a current and valid Police Officer certification shall be paid an incentive of five percent (5%) of his/her base wages while so employed.

1 40.11 Certified HazMat Technicians assigned to the HazMat team (currently assigned
2 as Engine 2 and Tower 2) shall be paid an incentive of two and one-half
3 percent (2½%) of their base wages for actual time worked in this assignment,
4 rounded to the nearest five minute interval.

5 40.12 A. The Fire Chief shall determine and authorize the number of HazMat
6 Technicians and Technical Rescue Specialist positions, if any.

7 B. Certified HazMat Technicians and Technical Rescue Specialists shall
8 receive supplemental pay of one and one-half percent (1.5%) of their base
9 wages bi-weekly provided there shall be no decrease (not less than thirty
10 dollars bi-weekly) in supplemental pay for any certified individual.

11 40.13 A. The Fire Chief shall determine and authorize the number of Staffing
12 positions, if any.

13 B. Employees assigned by the Fire Chief as Staffing positions shall
14 receive supplemental pay of one and one-half percent (1.5%) of their base
15 wages bi-weekly.

16 40.14 All employees shall be required to have and maintain a direct deposit account
17 for the purpose of receiving their employment compensation.

18

19 40.15 In the event an employee is subject to a court ordered income deduction
20 order, the City shall charge the employee an administrative fee, or fees, in
21 accordance with limits established by law. This provision shall become
22 effective only after all other bargaining units ratify enabling language, and
23 shall remain in effect only so long as all bargaining units are subject to such
24 administrative fee(s).

25 40.16 Employees participating in the DROP shall be eligible for Wage Increases
26 described in this article, limited by the terms of the individual's DROP
27 agreement.

28
29
30

1 **ARTICLE 41**

2 **HOURS OF WORK AND OVERTIME PAYMENT**

3 41.1 The provisions of this Article are intended to provide a basis for determining the
4 number of hours of work for which an employee shall be entitled to be paid at
5 overtime rates and except as provided in this Agreement shall not be construed
6 as a guarantee to such employee of any specified number of hours of work
7 either per day or per week or as limiting the right of the City to fix the number of
8 hours of work (including overtime) either per day or per week for such
9 employee. The City will establish the basic workweek and hours of work best
10 suited to meet the needs of the Department and to provide superior service to
11 the community.

12 41.2 The normal workweek for employees in various groups as established by the
13 City shall be:

14 A) Except as provided herein, an average of 52 hours of work a week
15 (Monday through Sunday) consisting of periods of 24 hours on duty,
16 including meals and rest periods, and 48 hours off duty. Every
17 fourteenth (14th) shift will be scheduled time off which typically results in
18 an average of 104 hours per pay period. The selection of the recurring
19 Kelly Day may occasionally result in an average greater than 104 hours
20 per pay period, for which overtime may be paid and is part of the normal
21 workweek. See Attachment II – Kelly Day Selection

22 B) For all other employees a total of 40 hours of work a week (Monday
23 through Sunday) consisting of four (4) consecutive workdays of ten (10)
24 hours each day. Forty (40) hour employees will work four (4)
25 consecutive workdays of ten (10) hours each day for the duration of this
26 Agreement.

27 1) Split shifts may be worked upon mutual agreement of
28 management and the employee or at the unilateral choosing of
29 management for no more than four (4) times per year for each
30 employee.

1 offered overtime not worked will not be considered as worked in maintaining
2 these records. If an employee establishes that he/she has not received his/her
3 fair share of overtime opportunities, such employee shall have first preference
4 to future overtime work until a reasonable balance is recreated. It is
5 understood that nothing in this clause shall require payment for overtime hours
6 not worked. Reasonable requests to be excused from overtime may be
7 honored; but if there are not enough qualified employees, then the City retains
8 the right to make mandatory overtime assignments. Such mandatory
9 assignments shall be made in the inverse order from the seniority list for
10 firefighters and promotion date for all others. It is understood that the sharing
11 of overtime shall not delay nor unduly increase the City's cost of operation.

- 12 41.9 1. Up to four (4) evening activities can be scheduled monthly provided they
13 are concluded by 9:00 p.m.
- 14 2. Saturday, Sunday, and designated holidays shall continue to be
15 observed for purposes of this section consistent with past practice, with
16 the exception that employees may be required to work special events
17 at the Fire Chief's discretion.
- 18 3. Training activities shall not preclude the use of trade time, provided
19 make up of missed training material is the responsibility of each
20 individual.

21 41.10 Employees assigned to standby status for one calendar week at a time by the
22 Fire Chief or his designee shall be paid \$210 for each such week of standby.
23 If assigned standby status is for less than one week, then the \$210 shall be
24 prorated.

25
26 **ARTICLE 42**

27 **WORKERS' COMPENSATION**

28 42.1 Payment of Workers' Compensation benefits to all employees who are disabled
29 because of any injury arising out of, and in the course of, performing their
30 duties with the City will be governed as follows:

- 31 A) Full Workers' Compensation benefits as provided in accordance with the
32 Worker's Compensation Law, Chapter 440, Florida Statutes.

1 42.2 Whenever an employee is absent due to a non-emergency compensable injury,
2 he/she shall receive his/her regular pay for the first fifteen (15) calendar days of
3 such absence. When an employee is absent due to a compensable injury as a
4 result of responding to, during or returning from incidents, he/she shall receive
5 his/her regular pay for the first 30 calendar days of such absence. But such
6 payment shall not, when added to Workers' Compensation benefits, total more
7 than the normal regular pay received by the employee immediately prior to
8 such disability.

9 42.3 An employee sustaining a lost-time injury may use earned, unused sick or
10 annual leave. The request must be made to the Fire Chief to allow the
11 employee to remain on full pay for the period which can be covered by the sick
12 leave or annual leave balance when prorated with the amount being paid by
13 Workers' Compensation as set forth in paragraph 42.1.

14 42.4 All on-the-job injuries must be reported immediately (no later than 24 hours)
15 after the occurrence which gave rise to the injury. Report shall be made to the
16 immediate officer on duty (Lieutenant or District Chief, as the case may be) in
17 order for this Article to be in full force and effect. It is not the intent of this
18 section to in any way diminish any rights guaranteed by law.

19
20 **ARTICLE 43**

21 **DRUG-FREE WORKPLACE**

22 43.1 The City and the Union recognize that substance abuse in our nation and our
23 community exacts staggering costs in both human and economic terms.
24 Substance abuse can be reasonably expected to produce impaired job
25 performance, lost productivity, absenteeism, accidents, wasted materials,
26 lowered morale, rising health care costs, and diminished interpersonal
27 relationship skills. The City and the Union share a commitment to solve this
28 problem and to create and maintain a drug-free work place. The parties
29 have, therefore, agreed to the policy outlined in Addendum "D" to the City of
30 Gainesville Drug-Free Workplace Program (See attached).

31

ARTICLE 44
LONGEVITY PAY

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44.1 Rates:

All regular employees of the City hired before the ratification date, March 2, 1992, shall receive longevity pay in addition to their regular base pay in accordance with the following schedule:

- 1) 5 yrs. and not more than 10 yrs. 2% of base pay
- 2) 10 yrs. and not more than 15 yrs. 3% of base pay
- 3) 15 yrs. and not more than 20 yrs. 4% of base pay
- 4) 20 yrs. and not more than 25 yrs. 5% of base pay
- 5) In excess of 25 years 6% of base pay

44.2 Longevity pay shall be administered in accordance with Chapter 2, Article VII, Division 3, of the Gainesville Code of Ordinances.

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 3rd day of June, 2021.*

2

3 THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 2157

4

5

6

7

LEE FELDMAN
CITY MANAGER

NICK GONZALEZ
PRESIDENT

8

9

10

11

12 APPROVED AS TO FORM AND LEGALITY

13

14

15

16

CITY ATTORNEY

17

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19

20

21 CITY BARGAINING COMMITTEE:

IAFF BARGAINING COMMITTEE:

22 Scott Heffner

Nick Gonzalez

23 Joseph Hillhouse

Eugene Dugan

24 Stephen Hesson

Bradley Paquette

25 Steve Varvel

Chris Silcox

26

27

28

29 *Date ratified by last party

30

As of January 1, 2019

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

Bargaining Unit Members will have an Annual Physical each year in accordance with the following Biennial Schedule

Years ending in even number

Assessment will be conducted by Employee Health Services or other mutually agreed upon vendor.

The Annual Health Assessment for Firefighters will include but not be limited to:

Height and Weight
Blood Pressure
PFT (Lung Function Test)
Audiometer
Spirometry
Vision Test
Urinalysis (UTI, proteins, ketones, glucose)
PPD (optional)
Blood Draw (CBC, CMP, A1C, Lipid Panel, Hepatitis A, B and C, Health Panel and HIV)
HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only
PSA (Males over age of 40)

Years ending in odd number

General Health Assessment along with thorough examination for Cardiovascular Disease, Pulmonary Disease, and Cancer. Assessment will be conducted by a mutually agreed upon vendor and will include, but not be limited to:

NFPA 1582 Compliant Physical Exam
Vital Signs
Occupational Hearing and Vision
Hemoccult testing
Skin cancer assessment
Cardiac Treadmill Stress Test (with EKG)
Pulmonary Function Test (Spirometry)
Laboratory analysis (CMP, CBC, Lipid Panel, Thyroid Panel, Hemoglobin A1C, Urinalysis (UTI, proteins, ketones, glucose), PSA (men), CA-125 (women))
Ultrasound imaging (e.g. Echocardiogram, Carotid Aortic Arteries, Testicular (men), Ovaries (women), Abdominal organs)
Chest X-ray (every 4 to 6 years)
WFI Firefighter Fitness Analysis (with VO2)
Diet and Nutritional Recommendations

The following vaccinations/immunizations will be available to members at no cost:

Flu, hepatitis A & B, tetanus, smallpox

KELLY DAY SELECTION

1. Three (3) Kelly Day (K-Day) slots per shift shall be provided, but no more than one Lieutenant, and one Driver/Operator may select a slot on the same shift. Three (3) Firefighters from the same shift may choose the same K-day.
2. Selection of slots shall be by overall departmental seniority, with the most senior person in the bargaining unit having the first selection.
3. Kelly Days shall be re-bid every 54 weeks. Re-bids shall be in accordance with paragraphs one and two above and no slots shall be held open for any particular rank during re-bid, allowing three (3) Firefighters from the same shift to pick the same day.

The K-day cycle beginning date will be moved back one six-week cycle every third year, to allow the beginning of the K-day cycle to remain close to October 1st. This would allow GFR members to select and begin the next year's K-day cycle with their annual vacation. K-day selection will begin the 2nd week in August each year.

The 2021 K-day cycle begins on September 22, 2021 and ends on October 4, 2022.

The 2022 K-day cycle begins on October 5, 2022 and ends on October 17, 2023.

The 2023 K-day cycle resets to begin on October 18, 2023 and ends on September 17, 2024.

4. Persons who are promoted under circumstances whereby they cannot retain their present slot; persons who transfer to another shift; and new hires will choose any open slot in accordance with paragraph 2 above.
5. A fourth Kelly Day may be chosen if:
 - a. A lieutenant or Driver/Operator would otherwise have to bump a more senior member from his/her slot because there is not an open slot; or
 - b. All three slots are filled on all days; or
 - c. An increase in GFR positions make it necessary to create a fourth slot.

In the event that an increase in GFR positions make it necessary to create a fourth slot on one or more days, the number of four-slot days will be determined before the annual K-day selection process begins. The number of four-slot days will be filled in accordance with 1, 2 and 4 above until the needed number of four-slot days are filled. The remainder of the K-day selections will be at three slots per day. The automatic creation of four-slot days will only apply when the new positions are filled.

6. Trading Kelly Days shall be allowed by those on the same shift and shall be counted as "one of the permitted trade times."
7. Working overtime on Kelly Days shall be permitted under guidelines for overtime.

8. Any unanticipated issue of Kelly Day selection will be discussed by the Union and Management, after which Management will decide the matter based upon its assessment of efficiency and staffing needs. The Union may submit any grievance, resulting from Management's decision above, directly to the Grievance Resolution Committee and thereafter final and binding arbitration as defined in Article 17 (Grievance Procedure) under the current Labor Agreement.

Exhibit 1

IAFF Pay Plan – October 4, 2021

TITLE	PAY GRADE	HOURLY MINIMUM 10/4/21	ANNUAL MINIMUM 10/4/21	ANNUAL MIDPOINT 10/4/21	ANNUAL MAXIMUM 10/4/21
Firefighter, Non-Certified - 40	F0	\$18.5000	\$38,480.00	\$48,100.00	\$57,720.00
Firefighter, Non-Certified - 52	F0	\$14.2308	\$38,480.00	\$48,100.00	\$57,720.00
Firefighter, Certified-40	F1	\$20.9038	\$43,480.00	\$54,350.00	\$65,220.00
Firefighter, Certified-52	F1	\$16.0799	\$43,480.00	\$54,350.00	\$65,220.00
Fire Driver/Operator-40	F2	\$24.6269	\$51,224.00	\$64,030.00	\$76,836.00
Fire Driver/Operator-52	F2	\$18.9438	\$51,224.00	\$64,030.00	\$76,836.00
Fire Inspector-40	F3	\$27.8654	\$57,960.00	\$72,450.00	\$86,940.00
Fire Inspector-52	F3	\$21.4349	\$57,960.00	\$72,450.00	\$86,940.00
Fire Lieutenant-40	F3	\$27.8654	\$57,960.00	\$72,450.00	\$86,940.00
Fire Lieutenant-52	F3	\$21.4349	\$57,960.00	\$72,450.00	\$86,940.00
Fire Investigative Services Officer-40	F4	\$31.6346	\$65,800.00	\$82,250.00	\$98,700.00
Fire Investigative Services Officer-52	F4	\$24.3343	\$65,800.00	\$82,250.00	\$98,700.00
Fire Training Captain Hazmat- 40	F4	\$31.6346	\$65,800.00	\$82,250.00	\$98,700.00
Fire Training Captain Hazmat- 52	F4	\$24.3343	\$65,800.00	\$82,250.00	\$98,700.00
Fire Training Captain-40	F4	\$31.6346	\$65,800.00	\$82,250.00	\$98,700.00
Fire Training Captain-52	F4	\$24.3343	\$65,800.00	\$82,250.00	\$98,700.00

IAFF Pay Plan – January 10, 2022

Grade	Annual increment	Step	Annualized
F0	\$ 1,374.2857	1	\$ 38,480.00
		2	\$ 39,854.29
		3	\$ 41,228.57
		4	\$ 42,602.86
		5	\$ 43,977.14
		6	\$ 45,351.43
		7	\$ 46,725.71
		8	\$ 48,100.00
		9	\$ 49,474.29
		10	\$ 50,848.57
		11	\$ 52,222.86
		12	\$ 53,597.14
		13	\$ 54,971.43
		14	\$ 56,345.71
		15	\$ 57,720.00

Grade	Annual Increment	Step	Annualized
F1	\$1,552.8571	1	\$ 43,480.00
		2	\$ 45,032.86
		3	\$ 46,585.71
		4	\$ 48,138.57
		5	\$ 49,691.43
		6	\$ 51,244.29
		7	\$ 52,797.14
		8	\$ 54,350.00
		9	\$ 55,902.86
		10	\$ 57,455.71
		11	\$ 59,008.57
		12	\$ 60,561.43
		13	\$ 62,114.29
		14	\$ 63,667.14
		15	\$ 65,220.00

Grade	Annual Increment	Step	Annualized
F2	\$1,829.4286	1	\$ 51,224.00
		2	\$ 53,053.43
		3	\$ 54,882.86
		4	\$ 56,712.29
		5	\$ 58,541.71
		6	\$ 60,371.14
		7	\$ 62,200.57
		8	\$ 64,030.00
		9	\$ 65,859.43
		10	\$ 67,688.86
		11	\$ 69,518.29
		12	\$ 71,347.71
		13	\$ 73,177.14
		14	\$ 75,006.57
		15	\$ 76,836.00

Grade	Annual Increment	Step	Annualized
F3	\$2,070	1	\$ 57,960.00
		2	\$ 60,030.00
		3	\$ 62,100.00
		4	\$ 64,170.00
		5	\$ 66,240.00
		6	\$ 68,310.00
		7	\$ 70,380.00
		8	\$ 72,450.00
		9	\$ 74,520.00
		10	\$ 76,590.00
		11	\$ 78,660.00
		12	\$ 80,730.00
		13	\$ 82,800.00

14	\$ 84,870.00
15	\$ 86,940.00

Grade	Annual Increment	Step	Annualized
F4	\$2,350	1	\$ 65,800.00
		2	\$ 68,150.00
		3	\$ 70,500.00
		4	\$ 72,850.00
		5	\$ 75,200.00
		6	\$ 77,550.00
		7	\$ 79,900.00
		8	\$ 82,250.00
		9	\$ 84,600.00
		10	\$ 86,950.00
		11	\$ 89,300.00
		12	\$ 91,650.00
		13	\$ 94,000.00
		14	\$ 96,350.00
		15	\$ 98,700.00

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



DRUG-FREE WORKPLACE PROGRAM

Revised 2010

**THE CITY OF GAINESVILLE AND THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

DRUG-FREE WORKPLACE PROGRAM

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1 **IAFF DRUG-FREE WORKPLACE PROGRAM**

2 **I. PURPOSE**

3 As a part of its commitment to safeguard the health of its employees, to provide a
4 safe place for its employees to work, and to promote a drug-free working
5 environment, the City of Gainesville, Florida (City) and the International Association
6 of Firefighters, Local 2157 (IAFF) has established this program relating to the use
7 or abuse of alcohol and drugs by its employees. Substance abuse, while at work or
8 otherwise, seriously endangers the safety of employees, as well as the general
9 public, and creates a variety of workplace problems including increased injuries on
10 the job, increased absenteeism, increased health care and benefit costs, increased
11 theft, decreased morale, decreased productivity, and a decline in the quality of
12 products and services provided. This program is established in part to detect users
13 and remove abusers of drugs and alcohol from the workplace, to prevent the use
14 and/or presence of these substances in the workplace, and to assist employees in
15 overcoming any dependence on drugs and/or alcohol in accordance with the
16 following guidelines.

17
18 An employee who is injured in the course and scope of his/her employment and
19 tests positive on a drug or alcohol test may be terminated. Refusal to take a drug
20 (urine) or alcohol (breath) test will result in the employee being subject to dismissal.

21
22 Certain components of this program involve utilization of additional techniques and
23 procedures. These additional techniques and procedures, are both justified by, and
24 based upon, federal and state statutes, case law, and regulatory findings. At such
25 time as the regulations implemented pursuant to the Omnibus Transportation
26 Employee Testing Act of 1991 or other regulatory requirements become applicable
27 to City employees, this program will be altered as and if necessary to conform to
28 the specific requirements of the final regulations. Until such time, any additional
29 techniques and procedures shall utilize mechanisms already in use and/or
30 proposed for use by state or federal law and regulation. Prior to making any
31 amendments to this Program, the City shall engage in collective bargaining to the
32 extent required by law.

33
34 To the extent that Section 440.101-.102, or the implementing rules issued by the
35 Department of Labor and Employment Security or those issued by the Agency for
36 Health Care Administration are amended, or other statutes and rules requiring drug
37 testing determined to be applicable to City employees are adopted or amended,
38 this Program will be modified without the necessity of further general notice as
39 required by §440.102 (3).

40
41 The City/IAFF Drug-Free Workplace Program has been prepared so as not to
42 conflict with public policy and, further, not to be discriminatory or abusive. A drug-
43 free workplace should be the goal of every employer in America. Drug and alcohol
44 testing is only one of the several steps that must be taken to achieve this objective.

1 When incorporated into a comprehensive anti-drug effort, testing can go a long way
2 in combating drug and alcohol abuse in the workplace.

3 **II. SCOPE**

4
5 All employees covered by this program and, as a condition of employment, are
6 required to abide by the terms of this program and, as applicable, supplemental
7 programs described in addenda to the City of Gainesville's Drug-Free Workplace
8 Program. Any employee in doubt as to the requirements or procedures applicable
9 to their situations may contact the City's Risk Management Department for
10 information. Consistent with policy determinations and legal requirements, the City
11 shall limit testing to that which is considered necessary to meet the Purpose of this
12 Program.
13
14

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

- 16
17 A. The City will give a general one-time notice to all IAFF-represented
18 employees that the City prohibits its employees from illegally or improperly
19 using, possessing, selling, manufacturing, or distributing drugs on its
20 property, or while its employees are at work; that it is against City policy to
21 report to work or to work under the influence of drugs; and that it is a
22 condition of employment to refrain from using nonprescription drugs, or
23 alcohol, on the job, or abusing legal drugs on or off the job such that it
24 affects their job, and that a drug testing program is being implemented. At
25 least sixty (60) calendar days will elapse between the notice and any
26 employee drug testing implemented pursuant to this program.
27
28 B. Prior to testing, all employees or applicants for employment will be given a
29 summary of the Drug-Free Workplace Program, a drug test, a list of local
30 employee assistance programs and a list of local alcohol and drug
31 rehabilitation programs.
32
33 C. A notice of drug testing will be included with all job vacancy
34 announcements for which drug testing is required. A notice of the City's
35 drug testing program will also be posted in appropriate and conspicuous
36 locations on the City's premises and copies of the program will be made
37 available for inspection during regular business hours in the Human
38 Resource Department and each Fire Station.
39
40

1 **IV. DEFINITIONS**

2
3 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
4 112.0455 Fla. Stat. and the Agency for Health Care Administration, Drug-Free
5 Workplace standards (Fla. Admin. Code R 59A-24) as may be amended shall
6 apply to the words and phrases used in this program unless the context clearly
7 indicates otherwise. When the phrase “drug and alcohol” testing, use, etc., is
8 used in connection with different testing mechanisms, prohibitions or causes for
9 testing “drug” includes all of the below listed substances except alcohol. “Drug”
10 otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which
11 defines “drug” as follows:
12

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

13
14 **V. ALCOHOL USE PROHIBITIONS**

- 15
16 A. The consumption of alcohol on City property or while on duty (during
17 working hours, while at work, etc.) is prohibited and will result in
18 disciplinary action, up to and including dismissal. The prohibition of
19 consumption of alcohol upon City property or on duty does not, however,
20 apply to those assignments, premises, or events at which consumption of
21 alcohol is authorized by management. Such authorization does not
22 encourage, sanction, or authorize any individual to consume alcohol in
23 excess to a point of being intoxicated. Therefore, any employee at an
24 event, who in the sole opinion of the Management becomes intoxicated,
25 must refrain from further consumption of alcohol and, upon request by
26 Management, leave the function. Failure to comply with the request
27 constitutes a violation of the program and will subject the employee to
28 disciplinary action.
29
- 30 B. Off-duty use of alcohol may adversely affect an employee’s job
31 performance or adversely affect or threaten to adversely affect other
32 interests of the City, including but not limited to the employee’s relationship
33 to his/her job, fellow workers’ reputations, or goodwill in the community.

1 Disciplinary action up to and including dismissal may be imposed on this
2 basis.

3
4 C. Except as provided herein, the personal possession (i.e., on the person, or
5 in a desk, or locker) of alcohol on City property or during working hours will
6 result in disciplinary action, up to and including dismissal.

7
8 D. It is against the City's program and a violation of City policy to report to
9 work or to work under the influence of alcohol.

10
11 E. For purposes of implementing the City of Gainesville/IAFF Drug-Free
12 Workplace program, an employee is presumed to be under the influence of
13 alcohol if a breath test shows alcohol usage of 0.04% or greater.

14
15 F. An employee who Management has reason to suspect is under the
16 influence of alcohol will be removed immediately from the workplace and
17 will be tested and evaluated by authorized personnel selected by
18 Management, if reasonably available. The City will take further action (i.e.,
19 further testing, referral to counseling, and/or disciplinary action) based on
20 medical information, work history, and other relevant factors. The
21 determination of appropriate action in each case rests solely with the City.

22
23 G. Failure to pass an alcohol test will result in further testing or disciplinary
24 action, up to and including dismissal.

25
26 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the
27 employee to dismissal.

28
29 I. Employees arrested for an alcohol-related incident, as indicated on the
30 arrest report, shall notify, as soon as feasible, but in any event no later
31 than 24 hours after the arrest, the City management representative having
32 direct administrative responsibility for the arrested employee of the arrest if
33 the incident occurs:

- 34
35 1. During working hours, or
36
37 2. While operating a City vehicle, or
38
39 3. While operating a personal vehicle on City business.

40
41 Failure to comply with this subsection will result in disciplinary action up to
42 and including dismissal.

43
44 J. Violations of alcohol use prohibitions can subject an employee to
45 disciplinary action up to and including dismissal. Dismissal for a first
46 offense will be considered an appropriate penalty absent mitigating
47 circumstances.

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VI. DRUG USE PROHIBITIONS

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

1 temporarily reassign the employee or place the employee in an appropriate
2 leave status during the period of impairment. Improper use of “prescription
3 drugs” is prohibited and may result in disciplinary action. Improper use of
4 prescription drugs includes, but is not limited to use of multiple
5 prescriptions of identical or interchangeable drugs, and/or consumption of
6 excessive quantities of an individual or therapeutically interchangeable
7 drugs, and/or inappropriately prolonged duration of consumption of drugs,
8 and/or consumption of prohibited drugs for other than valid medical
9 purposes. For the purpose of this Program, consumption of any drug by
10 the employee of more than the manufacturer’s maximum recommended
11 daily dosage, or for a longer period of time than recommended, or of any
12 prohibited drug prescribed for or intended for another individual, or for
13 other than a valid medical purpose shall be construed to constitute
14 improper use. Excessive or inappropriate prescribing by the prescriber or
15 prescribers shall NOT constitute a defense for the employee. Prescription
16 medication shall be kept in its original container if such medication is taken
17 during working hours or on City property.
18

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

29 **VII. TESTING**

30 **A. Testing of Applicants**

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

41 **B. Reasonable Suspicion Testing**

- 42
- 43 1. “Reasonable suspicion testing” means drug testing based on a
44 belief that an employee is using, or has used drugs in violation of

1 the City's program, on the basis of specific, contemporaneous,
2 physical, behavioral or performance indicators of probable drug use.

3
4 Two management representatives shall substantiate and concur in
5 the decision to test said employee, if feasible. Only one
6 management representative need witness the conduct. The
7 management representative(s) and witness(es) shall have received
8 training in the identification of actions, appearance, conduct or
9 odors which are indicative of the use of drugs or alcohol. If a
10 management representative believes reasonable suspicion exists,
11 the management representative shall report his or her findings and
12 observations to the next higher management representative having
13 administrative responsibility for the affected employee. Upon
14 approval by the next higher management representative, the
15 employee will be asked to immediately submit to a drug test(s) and
16 sign a form acknowledging his or her consent. When chemical
17 breath testing for alcohol is used, the test may be conducted
18 immediately at the work site or later at the collection site. Factors
19 which substantiate cause to test for breath or urine shall be
20 documented by the management representative on the Substance
21 Abuse Investigation Report Form which must be completed as soon
22 as practicable, but no later than twenty-four (24) hours after the
23 employee has been tested for drugs. A copy of this report will be
24 given to the employee upon request.

- 25
26 2. Each supervisor shall be responsible to determine if reasonable
27 suspicion exists to warrant drug testing and required to document in
28 writing the specific facts, symptoms, or observations which form the
29 basis for such reasonable suspicion. The documentation shall be
30 forwarded to the Fire Chief or designee to authorize the drug test of
31 an employee.

32
33 The Fire Chief or designee shall require an employee to undergo
34 drug testing if there is reasonable suspicion that the employee is in
35 violation of the City of Gainesville/IAFF Drug-Free Workplace
36 Program. Circumstances which constitute a basis for determining
37 "reasonable suspicion" may include but are not limited to:

- 38
39 a. A Pattern of Abnormal or Erratic Behavior - This includes but
40 is not limited to a single, unexplainable incident of serious
41 abnormal behavior or a pattern of behavior which is radically
42 different from what is normally displayed by the employee or
43 grossly differing from acceptable behavior in the workplace.
44
45 b. Information Provided by a Reliable and Credible Source -
46 The first line supervisor or another supervisor/manager
47 receives information from a reliable and credible source as

1 determined by the Fire Chief that an employee is violating
2 the City of Gainesville/IAFF Drug-Free Workplace Program.

- 3
4 c. Direct Observation of Drug Use - The first line or another
5 supervisor/manager directly observes an employee using
6 drugs while the employee is on duty. Under these
7 circumstances, a request for drug testing is MANDATORY.
8
9 d. Presence of the Physical Symptoms of Drug Use - The
10 supervisor observes physical symptoms that could include
11 but are not limited to glassy or bloodshot eyes, slurred
12 speech, poor motor coordination, or slow or poor reflex
13 responses different from what is usually displayed by the
14 employee or what is generally associated with common
15 ailments such as colds, sinus, hay fever, diabetes, etc.
16

17 The following will be deemed reasonable suspicion and may provide
18 a sufficient basis for requesting a drug test at the direction of the
19 Fire Chief or designee:
20

- 21 e. Violent or Threatening Behavior - First Incident: If an
22 employee engages in unprovoked, unexplained, aggressive,
23 violent and/or threatening behavior against a fellow employee
24 or a citizen, the Department may request that the employee
25 submit to drug testing.
26
27 f. Violent or Threatening Behavior - Subsequent Incident:
28 Whether or not an employee has previously received formal
29 counseling or disciplinary action for unprovoked,
30 unexplained, aggressive, violent and or threatening behavior
31 against a fellow employee or a citizen, upon a second or
32 subsequent episode of similar behavior/conduct (within
33 twelve months), the Department shall request that the
34 employee undergo drug testing.
35
36 g. Absenteeism and/or Tardiness: If an employee has
37 previously received a suspension action for absenteeism
38 and/or tardiness, a continued poor record (within twelve
39 months) that warrants a second or subsequent suspension
40 action may result in a request for a drug test.
41
42 h. Odor: Odor of cannabis or alcohol upon the person.
43
44 i. Performance Related Accidents: Each employee whose
45 performance either contributed to the accident or whose
46 performance cannot be discounted as a contributing factor to
47 the accident shall be drug tested for drugs. If there is the

1 odor or evidence of alcohol, the employee shall also be
2 tested for alcohol. The management representative having
3 administrative responsibility for the employee involved in the
4 accident shall ensure that a drug test is performed as soon
5 as possible after the accident but no later than 32 hours after
6 the accident. Post-accident testing may involve breath and
7 urine. If testing is not initiated within 32 hours after the
8 accident, testing will not be done and the management
9 representative will document the reason for the delay.

10
11 Should evidence of alcohol be present, i.e., an odor of alcohol, open
12 containers, or a statement from witness confirming alcohol
13 consumption, the management representative must ensure testing
14 is completed as soon as emergency medical care has been
15 provided. If alcohol testing is not initiated within 8 hours after the
16 accident, alcohol testing will not be done and the management
17 representative must document the reason for the delay.

18
19 The following are examples of conditions that require accident
20 related testing:

- 21
22 (1) City employee operating a vehicle while on city
23 business (either a city-owned or personal vehicle) and
24 involved in an accident that results in a citation for a
25 moving violation.
26
27 (2) Any accident involving property damage (city or
28 private) estimated to be greater than \$2,500, if the
29 employee cannot be absolved of all blame.
30
31 (3) Any accident involving death.
32
33 (4) Any accident involving injury requiring treatment at an
34 off-site (away from the scene of the accident) medical
35 facility other than Employee Health Services, if the
36 employee cannot be absolved of all blame. If the injury
37 is of such character as would have been treated at
38 Employee Health Services, but for the unavailability of
39 Employee Health Services, Management may waive
40 this requirement. "Unavailability" means occurring at a
41 time other than the hours of operation of Employee
42 Health Services or at such distance from Employee
43 Health Services as to render their use impractical.
44

45 **C. Random Testing**

- 46
47 1. Random drug testing will be performed utilizing urine.

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- 2. All employees in the classification of Fire Driver-Operator will be required to submit to drug testing on a random basis.
- 3. For purposes of selection for testing, employees shall be identified only by Social Security Numbers and the selection of employees will be conducted through the use of a random number generator or other neutral selection process.
- 4. Upon notification by management representatives that a drug test is required, the employee will immediately report to the test site as designated by management, but in no event, later than 24 hours after notification, and provide a specimen of his/her urine. If chemical breath testing, for alcohol testing is used, the test may be conducted immediately at the work site or later at the collection site.
- 5. Random testing shall be at an annual rate of between twenty-five percent (25%) and fifty percent (50%) of the average number of positions for which testing is required. During the first 12 months of this program, random drug testing: (1) will be spread reasonably throughout the year; and (2) the total number of tests will be equal to at least 25 percent (25%) of the employees subject to testing.

D. Return to Duty Testing

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

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

E. Position Change Testing

Employees moving to the classification of Fire Driver-Operator, as a result of a formal personnel action, shall be required to successfully pass a urine drug test within 48 hours of receiving notification that they have been selected to fill the Fire Driver-Operator position.

1
2 **F. Follow-up Testing**
3

4 If an employee, in the course of employment, enters an employee
5 assistance program for drug related problems or a drug rehabilitation
6 program, the employee must submit to a drug test as a follow-up to such
7 program unless such requirement is waived by the City in those cases
8 where the employee voluntarily entered the program. Entrance to a
9 program as a condition of continued employment or when the employee is
10 otherwise faced with the prospect of immediate disciplinary action based
11 upon problems associated with substance abuse shall not be considered
12 voluntary. If follow-up testing is required, it shall be conducted at least
13 once a year for a two-year period after completion of the program.
14 Advance notice of such follow-up testing must not be given to the
15 employee to be tested. Testing undertaken after referral to the SAP as a
16 result of a first violation of the City's Drug Free Workplace Program, Article
17 X, shall satisfy the requirements for follow-up testing.
18

19 **G. Routine Fitness for Duty**
20

21 An employee shall submit to a drug test if the test is conducted as part of a
22 routinely scheduled employee fitness-for-duty medical examination that is
23 required for all members of an employment classification or group.
24

25 **H. Refusal to Test**
26

27 Employees who refuse to submit to a breath or urine test administered in
28 accordance with this program forfeit their eligibility for all workers'
29 compensation medical and indemnity benefits and will be subject to
30 dismissal. Employees who refuse to submit to a chemical breath test or
31 other mechanism determined by management to be reliable will be subject
32 to dismissal.
33

34 **VIII. TESTING PROCEDURE**

35 **A. Tested Substances**
36

37 The City may test for any or all of the following drugs:
38

- 39 Alcohol
- 40 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- 41 Cannabinoids (i.e., marijuana, hashish)
- 42 Cocaine
- 43 Phencyclidine (PCP)
- 44 Methaqualone (Quaalude, Parest, Sopor)
- 45 Opiates

1 Barbiturates (Phenobarbital, Tuinal, Amytal)
2 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam,
3 Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron,
4 Xanax)
5 Methadone (Dolophine, Methadose)
6 Propoxyphene (Darvocet, Darvon N, Dolene)
7

8 **B. Designated Laboratory**
9

10 Because of the potential adverse consequences of positive test results on
11 employees, the City will employ a very accurate testing program.
12 Specimen samples will be analyzed by a highly qualified, independent
13 laboratory which has been selected by the City and certified by the
14 appropriate regulatory agency. The name and address of the certified
15 laboratory currently used by the City is on file with Employee Health
16 Services.
17

18 **C. Notification of Prescription Drug Use**
19

20 Applicants and employees will be given an opportunity prior to and after
21 testing to, on a confidential basis, provide any information they consider
22 relevant to the test including listing all drugs they have taken within the
23 immediately preceding 30-day period, including prescribed drugs and to
24 explain the circumstances of the use of those drugs in writing or other
25 relevant medical information. This information will be furnished to the
26 Medical Review Officer (MRO) in the event of a positive confirmed result.
27

28 **D. Testing of Injured Employees**
29

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

41 **E. Body Specimens**
42

43 Urine will be used for the initial test for all drugs except alcohol and for the
44 confirmation of all drugs except alcohol. Breath will be used for the initial
45 and confirmation tests for alcohol. Sufficient volume of specimens shall be
46 obtained so as to provide for the necessary number of samples as may be
47 required, depending upon the number of required procedures. Chemical

1 breath testing methods will be utilized in connection with justifying further
2 alcohol tests in instances involving reasonable suspicion testing under this
3 program. In the case of injured employees, the physician will have the
4 discretion to determine to not require a breath sample if such would
5 threaten the health of the injured employee or if the employee has a
6 medical condition unrelated to the accident which may preclude the
7 employee from providing sufficient breath for a testing specimen. Under
8 these circumstances, no inference or presumption of intoxication or
9 impairment will be made for the purposes of § 440.101-.102, but discipline
10 for violation of the Program may be taken based upon observable conduct
11 or conditions and/or the result of other tests, if any.
12

13 **F. Cost of Testing**

14
15 The City will pay the cost of initial and confirmation drug tests, which it
16 requires of employees and job applicants. An employee or job applicant
17 will pay the cost of any additional drug tests not required by the City. In
18 the event that the City requires the employee's presence at the collection
19 site outside normal working hours as part of the testing process and the
20 employee passes the drug/alcohol test, such required time outside after
21 normal working hours shall be considered actual time worked for the
22 purpose of Section 41.4 of the IAFF Labor Agreement, if applicable.
23

24 **G. Collection Site, Work Site**

- 25
26 1. The City will utilize a collection site designated by an approved
27 laboratory which has all necessary personnel, materials, equipment,
28 facilities, and supervision to provide for the collections, security,
29 chain of custody procedures, temporary storage and shipping or
30 transportation of urine specimens to an approved drug testing
31 laboratory. The City may also utilize a medical facility as a
32 collection site that meets the applicable requirements.
33
34 2. The City may require that an employee take a chemical breath test
35 at the Work Site or other City facility.
36
37 3. Security of the collection site, chain of custody procedures, privacy
38 of the individual, collection control, integrity and identity of the
39 specimen and transportation of the specimen to the laboratory as
40 applicable will meet state or federal rules and guidelines. Florida
41 Agency for Health Care Administration's CHAIN OF CUSTODY
42 form as amended from time to time will be used for each employee
43 or job applicant whose blood or urine is tested.
44

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

46 A specimen for a drug test will be taken or collected by:
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1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment or a qualified breath alcohol technician as defined in CFR Part 40; or
 2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks as described in §440.102 (9) Fla. Stat.

12 In the case of a chemical breath test, utilizing evidential breath test
13 devices, a technician licensed pursuant to Fla. admin Code R 59A-24, and
14 or qualified alcohol technician as defined in 49 CFR Part 40.
15

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

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

41 Initial tests will use an immunoassay except that the test for alcohol will be
42 chemical breath testing as described in 49 CFR, Part 40¹. The following
43 cutoff levels will be used when screening specimens to determine whether

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

1 they are positive or negative for these drugs or metabolites. All levels
2 equal to or exceeding the following will be reported as positive:
3

4	Alcohol concentration	0.04 %
5	Amphetamines	1000ng/ml
6	Cannabinoids	50ng/ml
7	Cocaine	300ng/ml
8	Phencyclidine	25ng/ml
9	Methaqualone	300ng/ml
10	Opiates	300ng/ml
11	Barbiturates	300ng/ml
12	Benzodiazepines	300ng/ml
13	Synthetic Narcotics:	
14	Methadone	300ng/ml
15	Propoxyphene	300ng/ml

16
17 **K. Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.**
18

19 All breath and urine specimens identified as positive on the initial test will
20 be confirmed using gas chromatography/mass spectrometry (GC/MS) or
21 an equivalent or more accurate scientifically accepted method approved by
22 the HCA, except that alcohol will be confirmed using gas chromatography.
23 All confirmation will be done by quantitative analysis. Concentrations,
24 which exceed the linear region of the standard curve, will be documented
25 in the laboratory and recorded as “greater than highest standard curve
26 value”. The following confirmation cutoff levels² will be used when
27 analyzing specimens to determine whether they are positive or negative for
28 these drug metabolites. All levels equal to or exceeding the following will
29 be reported as positive:
30

31	Alcohol concentration	0.04 %
32	Amphetamines	500ng/ml
33	Cannabinoids	15ng/ml
34	Cocaine	150ng/ml
35	Phencyclidine	25ng/ml
36	Methaqualone	150ng/ml
37	Opiates	300ng/ml
38	Barbiturates	150ng/ml
39	Benzodiazepines	150ng/ml
40	Synthetic Narcotics:	
41	Methadone	150ng/ml
42	Propoxyphene	150ng/ml

43

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

1 **IX. TEST RESULTS (Blood and Urine)**

2 **A. Reporting Results.**

- 3
- 4 1. The laboratory shall disclose to the Medical Review Officer (MRO) a
5 written positive confirmed test result report within seven (7) working
6 days after receipt of the sample. The laboratory should report all
7 test results (both positive and negative) to the MRO within seven (7)
8 working days after receipt of the specimen at the laboratory. The
9 name and address of the current MRO is on file with Employee
10 Health Services. The MRO is employed by the City and is not an
11 employee of the drug-testing laboratory.
- 12
- 13 2. The laboratory will report as negative all specimens which are
14 negative on the initial test or negative on the confirmation test. Only
15 specimens confirmed positive on the confirmation test will be
16 reported positive for a specific drug.
- 17
- 18 3. The laboratory will transmit results in a timely manner designed to
19 ensure confidentiality of the information. The laboratory and MRO
20 will ensure the security of the data transmission and restrict access
21 to any data transmission, storage and retrieval system.
- 22
- 23 4. As provided in Fla. Admin. Code R 59-24, the MRO will verify that
24 positive and negative test results were properly analyzed and
25 handled according to HCA rules. The MRO may require a re-test.
26 The MRO will have knowledge of substance abuse disorders and
27 shall also be knowledgeable in the medical use of prescription drugs
28 and in the pharmacology and toxicology of illicit drugs. The MRO
29 shall evaluate the drug test result(s) reported by the lab, verifying by
30 checking the chain of custody form that the specimen was collected,
31 transported and analyzed under proper procedures and, determine
32 if any alternative medical explanations caused a positive test result.
33 This determination by the MRO may include conducting a medical
34 interview with the tested individual, review of the individual(s)
35 medical history or the review of any other relevant bio-medical
36 factors. The MRO shall also review all medical records made
37 available by the tested individual. The MRO may request the
38 laboratory to provide quantification of test results.
- 39
- 40 5. Within seven (7) calendar days of receipt of the test results, the
41 MRO will (1) notify the Employee Health Services of negative
42 results, or (2) contact the employee or job applicant regarding a
43 confirmed positive test result and make such inquire as to enable
44 the MRO to determine whether prescription or over-the-counter
45 medication could have caused the positive test results. In this later
46 case, the MRO will follow the procedure set forth in either the HCA

1 or D.O.T. rules for providing the employee or job applicant the
2 opportunity to present relevant information regarding the test
3 results. After following the appropriate procedures, the MRO will
4 notify the City in writing of any verified test results. If the MRO after
5 making and documenting all reasonable efforts is unable to contact
6 the employee or job applicant to discuss positive test results, the
7 MRO will contact a designated management official to arrange for
8 the employee or applicant to contact the MRO. The MRO may
9 verify a positive test without having communicated to the employee
10 or applicant about the results of the test, if (1) the employee or
11 applicant declines the opportunity, or (2) within two calendar days
12 after contacting the designated management official the employee
13 or applicant has not contacted the MRO. Further, employees or
14 applicants must cooperate fully with the MRO. Failure to meet with
15 the MRO upon his or her request or failure to promptly provide
16 requested information will result in an applicant not being hired and
17 an employee immediately being placed upon suspension without
18 pay and may result in discharge.

19
20 6. Within five (5) calendar days after the City receives a confirmed
21 positive test result from the MRO, the City will notify the employee
22 or job applicant in writing of such test results, the consequences of
23 such results, and the options available to the employee or job
24 applicant, including the right to file an administrative or legal
25 challenge. Notification shall be mailed certified or hand delivered.
26 Hand delivery is the preferred method of providing notice to
27 employees. Mailed notification shall be deemed received by the
28 employee or applicant when signed for, or seven (7) calendar days
29 after mailing, whichever occurs first.

30
31 7. The Employee Health Services will, upon request, provide to the
32 employee or job applicant a copy of the test results (positive or
33 negative).

34
35 8. Unless otherwise instructed by the City in writing, all written records
36 pertaining to a given specimen will be retained by the drug testing
37 laboratory for a minimum of two (2) years. The drug testing
38 laboratory shall retain (in properly secured refrigerated or frozen
39 storage) for a minimum period of 210 calendar days, all confirmed
40 positive specimens. Within this 210 calendar-day period the City,
41 employee, job applicant, MRO or HCA may request in writing that
42 the laboratory retain the specimen for an additional period of time.
43 If no such request, or notice of challenge is received (see paragraph
44 IX(B)(3) below), the laboratory may discard the specimen after 210
45 calendar days of storage.
46

1 **B. Challenges to Test Results**

- 2
- 3 1. Within five (5) working days (Monday thru Friday, 0800 – 1700,
- 4 except observed/designated holidays) after receiving notice of a
- 5 positive, confirmed and verified test result from the City, the
- 6 employee or job applicant may submit information to the City
- 7 explaining or contesting the test results and why the results do not
- 8 constitute a violation of this program. The employee or job
- 9 applicant will be notified in writing if the explanation or challenge is
- 10 unsatisfactory to the City. This written explanation will be given to
- 11 the employee or job applicant within fifteen (15) calendar days of
- 12 receipt of the explanation or challenge, and will include why the
- 13 employee’s or job applicant’s explanation is unsatisfactory, along
- 14 with the report of positive results. All such documentation will be
- 15 kept confidential and will be retained for at least one (1) year.
- 16
- 17 2. Employees may challenge employment decisions made pursuant to
- 18 this program as may be authorized by the City personnel policy or
- 19 IAFF collective bargaining agreement.
- 20
- 21 3. When an employee or job applicant undertakes an administrative or
- 22 legal challenge to the test results, it shall be the employee’s or job
- 23 applicant’s responsibility to notify the City through its Human
- 24 Resources Director and the laboratory, in writing, or such challenge
- 25 and such notice shall include reference to the chain of custody
- 26 specimen identification number. After such notification, the sample
- 27 shall be retained by the laboratory until final disposition of the case
- 28 or administrative appeal.
- 29
- 30 4. There shall be written procedures for the action to be taken when
- 31 systems are out of acceptable limits or errors are detected in
- 32 accordance with 49 CFR, Part 40.
- 33

34 **C. Employee/Applicant Protection**

- 35
- 36 1. During the 180-day period after the employee’s or applicant’s
- 37 receipt of the City’s written notification of a positive test result, the
- 38 employee or applicant may request that the City have a portion of
- 39 the specimen retested, at the employee’s or applicant’s expense.
- 40 The retesting must be done at another HCA-licensed laboratory.
- 41 The second laboratory must test at equal or greater sensitivity for
- 42 the drug in question as the first laboratory. The first laboratory
- 43 which performed the test for the City will be responsible for the
- 44 transfer of the portion of the specimen to be retested, and for the
- 45 integrity of the chain of custody for such transfer.
- 46

- 1 2. The drug testing laboratory will not disclose any information
2 concerning the health or mental condition of the tested employee or
3 job applicant.
- 4
- 5 3. The City will not request or receive from the testing facility any
6 information concerning the personal health, habit or condition of the
7 employee or job applicant including, but not limited to, the presence
8 or absence of HIV antibodies in a worker's body fluids.
- 9
- 10 4. The City will not dismiss, discipline, refuse to hire, discriminate
11 against, or request or require rehabilitation of an employee or job
12 applicant on the sole basis of a positive test result that has not been
13 verified by a confirmation test.
- 14
- 15 5. The City will not dismiss, discipline or discriminate against an
16 employee solely upon the employee's voluntarily seeking treatment,
17 while in the employ of the City, for a drug-related problem, if the
18 employee has not previously tested positive for drug use, entered
19 an employee assistance program for drug-related problems, or
20 entered an alcohol or drug rehabilitation program. This shall not
21 prevent follow-up testing as required by this program.
- 22

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

- 24
- 25 A. The City regards its employees as its most important asset. Accordingly,
26 the City maintains an EAP which provides help to employees who suffer
27 from alcohol or drug abuse and other personal or emotional problems.
28 Employees with such problems should seek confidential assistance from
29 the EAP or other community resources before drug or alcohol problems
30 lead to disciplinary action. Employees may contact Employee Health
31 Services for the name of the City's EAP.
 - 32
 - 33 B. Information about a self-referred employee's contact with the EAP is
34 confidential and will not be disseminated without the employee's
35 permission. Further, an employee is not subject to discipline solely as a
36 result of a self referral for treatment.
 - 37
 - 38 C. However, use of the EAP or other community resources will not shield the
39 employee from appropriate disciplinary action for violations of the
40 City/IAFF Drug-Free Workplace Program if such violations come to the
41 City's attention through other means, including, but not limited to, reports
42 from employees or outsiders, direct observation, or drug testing.
 - 43
 - 44 D. Employees referred to the EAP as a result of a first violation of the
45 City/IAFF Drug-Free Workplace Program may, at the City's discretion, be
46 allowed to continue their employment with the City provided:

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1. They contact the EAP and strictly adhere to all the terms of treatment and counseling;
 2. Immediately cease any and all abuse/use of alcohol/drugs; and
 3. Consent in writing to periodic unannounced testing for a period of up to 60 months after returning to work or completion of any rehabilitation program, whichever is later.
 4. Pass all drug test(s) administered under this program.
 5. The employee executes and abides by an agreement describing the required conditions.
- E. Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless participation in the particular program is required by the City, or unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

22 **XI. INVESTIGATION**

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- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.
- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City/IAFF Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection will be grounds for dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.

1
2 F. Because the City's primary concern is for the safety of its employees, the
3 public and their working environment, the City will not normally seek
4 prosecution in matters involving mere possession of illegal substances
5 discovered solely as a result of search under this section. However, the
6 City will turn over all confiscated drugs and drug paraphernalia to the
7 proper law enforcement authorities. Further, the City reserves the right to
8 cooperate with or enlist the services of proper law enforcement authorities
9 in the course of any investigation.
10

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

12
13 A. As a condition of employment, each employee obligates himself or herself
14 to notify his or her appropriate management representative of the arrest for
15 any alleged violation of or conviction under any criminal drug statute,
16 including but not limited to, offenses described in Section 316.193,
17 Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more
18 immediate notice required under Article (V)(I) of this program, the
19 employee shall give the required notice within 48 hours of such event.
20 Failure to notify will result in dismissal.

21
22 B. Arrests:

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

35
36 During the preliminary investigation, an employee may be placed on leave
37 with pay, if applicable, or removed from safety sensitive or "special risk"
38 assignments/positions. After the preliminary investigation is completed,
39 but in no event later than 15 calendar days after the employee's
40 department head learns of the arrest, normal personnel procedures shall
41 be implemented.
42

43 **XIII. CONFIDENTIALITY**

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

9
10 The provisions of §119.07 to the contrary notwithstanding:

11
12 A. All information, interviews, reports, statements, memoranda, and drug test
13 results, written or otherwise received or produced as a result of a drug
14 testing program are confidential communications and may not be used or
15 received in evidence, obtained in discovery, or disclosed in any public or
16 private proceedings, except in accordance with this section or in determining
17 compensability under Chapter 440 Florida Statutes.

18
19 B. Employers, laboratories, employees assistance programs, drug and alcohol
20 rehabilitation programs, and their agents who receive or have access to
21 information concerning drug test results shall keep all information
22 confidential. Release of such information under an other circumstances
23 shall be solely pursuant to written consent form signed voluntarily by the
24 person tested, unless such release is compelled by a hearing officer or a
25 court of competent jurisdiction pursuant to an appeal taken under this
26 section, or unless deemed appropriate by a professional or occupational
27 licensing board in a related disciplinary proceeding. The consent form must
28 contain, at a minimum:

- 29
30 1. The name of the person who is authorized to obtain the information.
31
32 2. The purpose of the disclosure.
33 3. The precise information to be disclosed.
34
35 4. The duration of the consent.
36
37 5. The signature of the person authorizing release of the information.
38

39 C. Information on drug test results shall not be released or used in any criminal
40 proceedings against the employee or job applicant. Information released
41 contrary to this section shall be inadmissible as evidence in any such
42 criminal proceedings.

43
44 D. Nothing herein shall be construed to prohibit the employer, agent or the
45 employer, or laboratory conducting a drug test from having access to
46 employee drug test information when consulting with legal counsel in

1 connection with actions brought under or related to this section or when the
2 information is relevant to its defense in a civil or administrative matter.
3

4 **XIV. RECORDS AND TRAINING**

5 6 A. Resource File

7
8 The City will maintain a current resource file of providers of employee
9 assistance including alcohol and drug abuse programs, mental health
10 providers, and various other persons, entities or organizations designed to
11 assist employees with personal or behavioral problems. The City will
12 inform employees and new hires about various employee assistance
13 programs that the employer may have available. The information shall be
14 made available at a reasonable time convenient to the City in a manner
15 that permits discreet review by the employee. The City will provide the
16 names, addresses, and telephone numbers of employee assistance
17 programs and local alcohol and drug rehabilitation programs to employees
18 and applicants.
19

20 B. Individual Test Results

- 21
22 1. The MRO shall be the sole custodian of individual positive test
23 results.
24
- 25 2. The MRO shall retain the reports of individual positive test results
26 for a period of two (2) years.
27
- 28 3. The City shall keep confidential and retain for at least one (1) year
29 an employee's challenge or explanation of a positive test result, the
30 City's response thereto, and the report of positive result.
31
- 32 4. The City shall keep all negative test results for two (2) years.
33

34 C. General Records of the City

- 35
36 1. Records which demonstrate that the collection process conforms to
37 all appropriate state or federal regulations shall be kept for three (3)
38 years.
39
- 40 2. A record of the number of employees tested by type of test shall be
41 kept for five (5) years.
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- 43 3. Records confirming that managers, supervisors and employees
44 have been trained under this program shall be kept for three (3)
45 years.
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D. Drug Training Program

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

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