

**AGREEMENT BETWEEN THE
CITY OF GAINESVILLE
AND
FLORIDA STATE LODGE, FRATERNAL ORDER
OF POLICE
BARGAINING UNIT
POLICE SERGEANT, POLICE CORPORAL AND
POLICE OFFICER**

**EFFECTIVE
OCTOBER 1, 2001 - SEPTEMBER 30, 2004**

**FRATERNAL ORDER OF POLICE (FOP)
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EXHIBIT 1 – PAY PLAN

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PREAMBLE

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THIS AGREEMENT, entered into as of the 1st day of October 2001, between the City of Gainesville, hereinafter referred to as the "Employer" or "City" and the Florida State Lodge, Fraternal Order of Police hereinafter referred to as the "FOP". It is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to wages, hours, terms and conditions of employment for the employees covered by this Agreement. This Agreement has as its purpose the promotion and continuance of harmonious relationships between the City and the FOP.

1 2.3 The FOP agrees to indemnify, defend and hold the City harmless against any
2 and all claims, suits, orders or judgments brought or issued against the City as a
3 result of any action taken or not taken by the City under the provisions of this
4 Article.

5 2.4 It is understood and agreed that the City will withhold seven cents (\$.07) per
6 person per month of dues remittance to the FOP for the cost of administering
7 dues deductions. Based on the above withholding, the City will furnish the FOP
8 with a list of employees who are eligible for membership in the FOP. This list will
9 be furnished upon written request from the FOP Chair.

11 **ARTICLE 3**

12 **PROHIBITION OF STRIKES**

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

1 3.2 Any employee covered by this Agreement who participates in, is a party thereto,
2 or promotes any of the above actions as outlined in Section 3.1 or other similar
3 forms of interference with the operations or functions of the City, shall be subject
4 to disciplinary action up to and including discharge. The only question that shall
5 be raised in any proceedings, judicial or otherwise, contesting such action, is
6 whether any provision as outlined in Section 3.1 was violated by the employee to
7 be disciplined or discharged. Employees shall not be entitled to any benefits or
8 wages whatsoever while they are engaged in strike activities, or other
9 interruptions of work. Any employee discharged in accordance with this Article
10 or applicable provisions of the State of Florida Employees Collective bargaining
11 Statute shall, if appointed, reappointed, employed or re-employed by the City,
12 serve a six (6) month probationary period following the reappointment or
13 reemployment, and the compensation may in no event exceed that received
14 immediately prior to the time of the violation and the compensation may not be
15 increased for one (1) year.

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

22 **ARTICLE 4**

23 **MANAGEMENT RIGHTS**

24
25 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its
26 constituent agencies, set standards of services to be offered to the public and
27 exercise control and discretion over its organization and operations.

1 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and
2 authority of the Employer further include, but are not limited to, the following: to
3 direct and manage employees of the City; to hire, promote, transfer, schedule,
4 assign and retain employees, to suspend, demote, discharge or take other
5 disciplinary action against employees for just cause; to relieve employees from
6 duty because of lack of work, funds, or other legitimate reasons; to maintain the
7 efficiency of its operations including the right to contract and subcontract existing
8 and future work; to determine the duties to be included in job classifications and
9 the numbers, types and grades of positions or employees assigned to an
10 organizational unit, department or project; to assign overtime and to determine
11 the amount of overtime required; to control and regulate the use of all its
12 equipment and property; to establish and require employees to observe all its
13 rules and regulations, to conduct performance evaluations; and to determine
14 internal security practices. The Employer agrees that, prior to substantial
15 permanent lay-off of FOP bargaining unit members, it will discuss such with the
16 FOP.

17 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil
18 emergency conditions exist, including, but not limited to, riots, civil disorders,
19 severe weather conditions (or similar catastrophe), the provisions of this
20 Agreement may be suspended by the City Manager/designee during the time of
21 the declared emergency, provided that wage rates and monetary fringe benefits
22 shall not be suspended. Should an emergency arise, the FOP shall be advised
23 as soon as possible of the nature of the emergency.

24 4.4 Prior to appointing non-sworn personnel to supervise sworn personnel in a line
25 function, i.e., patrol or detective division, the City will meet and confer with the
26 FOP.

1 **ARTICLE 5**

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

3 5.1 The FOP shall have the right to select employees from those covered by this
4 Agreement to act as FOP representatives. A written list of the FOP
5 representatives shall be forwarded to the City's Human Resources Director prior
6 to the effective date of their assuming office. The FOP shall notify the City's
7 Human Resources Director promptly of any change(s) of such representatives.
8 No FOP representative will perform any FOP work unless the above has been
9 complied with.

10 5.2 An FOP representative may, with proper authorization by the Chief of Police or
11 designee, which will not be unduly withheld, be admitted to the property of the
12 Employer. The representative, as designated above, shall be able to talk with
13 employees before or after regular working hours or during lunch hours of said
14 employees on Employer property in areas designated by the Employer.

15 5.3 FOP representatives must be employees in the bargaining unit who have
16 satisfactorily completed their probationary period.

17 5.4 The FOP recognizes that its representatives are not entitled to any special
18 benefits or treatment because of their role, nor shall representatives be
19 discriminated against for the proper and legitimate FOP activity in which they
20 engage.

21 5.5 While on a medical leave of absence without pay, while on sick leave, or while
22 receiving Workers' Compensation payments, employees shall not function as
23 FOP representatives.

24 5.6 The investigation, handling or adjustment of grievances shall be conducted by
25 employees and/or FOP representatives during non-working hours.
26 Management, at its discretion, may conduct a grievance hearing, at any step of
27 the grievance procedure, during working hours. FOP representatives shall not
28 exceed twelve (12) in number.

1 5.7 The FOP shall supply to the Chief of Police and keep a current list of all FOP
2 officers and representatives. Up to three (3) employees in any one (1) instance
3 who are members of the FOP may be granted time off by the Chief of Police or
4 designee to attend FOP business without loss of straight time pay or benefits by
5 using pool time, provided:

6 A. A written request for use of FOP Pool Time is submitted to the employee's
7 supervisor in advance of time off. It is further provided that two (2) weeks
8 notice must be given in order to use pool time to attend annual meetings.

9 B. The Chief of Police shall have the right to restrict the number of persons
10 off for FOP Pool Time to a single individual when an emergency condition
11 exists or staffing on shift is such that time off from work would create a
12 clear and present danger to public safety. This provision authorizes the
13 Chief of Police not only to refuse FOP Pool Time, but to revoke previously
14 authorized time off for FOP business, except for a single individual, when
15 an emergency condition exists and/or such time off from regular
16 assignments would create a clear and present danger to public safety.

17 C. The City shall donate 200 work hours to the FOP Time Pool each fiscal
18 year. These hours shall not carry over from one year to the next.

19 5.8 It shall be the FOP's responsibility to supply to the City an FOP Time Pool
20 Authorization form which includes the name of the employee and the hours of
21 vacation time donated by the employee to the pool on a form supplied by the
22 City. The form must be signed by the employee donating time. Time donations
23 may be made each April 1 and October 1 and shall be in increments of not less
24 than three (3) hours nor more than forty-eight (48) hours. Time pool hours may
25 be drawn upon at the discretion of the FOP in increments of at least one (1)
26 hour.

27 5.9 Charges against the FOP Business Time Pool shall only be made when
28 approved by the Chair or Vice Chair of the FOP. If the FOP Time Pool shall

1 become depleted, anyone engaging in FOP activities during his/her working
2 hours shall do so without pay, unless otherwise provided in this Agreement.

3 5.10 A record of all time donated and drawn against the above pool shall be kept by
4 the Police Department and the FOP. The FOP shall indemnify, defend and hold
5 the City harmless against any and all claims made and against any suits
6 instituted against the City on account of the City complying with any of the
7 provisions of this Article.

8 5.11 An FOP representative shall be granted pool time to attend public budget
9 hearings or resolution of impasse hearings before the City Commission and
10 State Board meetings of the Fraternal Order of Police.

11 5.12 Any employee-donated hours will be used before City-donated hours and may
12 be carried over from year to year.

13 5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed
14 upon location, not to exceed approximately four feet (4') by three feet (3') in size
15 for the following notices only:

- 16 A. FOP literature;
- 17 B. Notices of FOP meetings;
- 18 C. FOP elections;
- 19 D. Reports of FOP Committees;
- 20 E. Recreational and social affairs of the FOP;
- 21 F. Notices by Public bodies; and
- 22 G. Other written material which first has been submitted in accordance with
23 paragraph 5.14 below.

24 5.14 Prior to posting, copies of all material described in Section 5.13 shall be signed
25 by an elected officer of the FOP and submitted to the Human Resources Director
26 or designee for his/her signature. Any materials posted which are not in
27 conformance to this Article may be removed at the discretion of the City. All

1 material being posted shall be sent to the Chief of Police or his designee at the
2 same time as it is sent to Human Resources.

3 5.15 No material, notices or announcements shall be posted which contain anything
4 political, or anything reflecting upon the City, any of its employees, or any labor
5 organization among its employees. No materials, notices or announcements
6 which violate the provisions of this Article shall be posted.

7 5.16 It is acknowledged by the Union that the purpose of the Information Book used at
8 roll call is to conduct City business, however, at the sole discretion of the Chief of
9 Police or his/her designee, the FOP may include information of interest to the
10 general membership, as defined in 5.13 above, in this Information Book also
11 known as the "Blue Book" with the understanding that the definition of
12 acceptable information in 5.13(G) may be different from that which is acceptable
13 for posting on the FOP bulletin board. Such information shall be limited to one
14 (1) page.

15 16 **ARTICLE 6**

17 **GRIEVANCE PROCEDURE**

18 6.1 A grievance is defined as a claim reasonably and suitably founded concerning
19 the alleged violation of the interpretation and application of the express
20 provisions of this Agreement. Any grievance filed shall systematically follow the
21 grievance procedure as outlined herein and shall adequately set forth the facts
22 pertaining to the alleged violation.

23 6.2 Rules for Grievance Processing:

24 It is agreed:

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

- 1 B. Time limit at any stage of the grievance procedure may be extended by
2 the written mutual agreement of the parties involved at that step.
- 3 C. A grievance not advanced to the higher step within the time limit provided
4 shall be deemed permanently withdrawn and as having been settled on
5 the basis of the decision most recently given. Failure on the part of the
6 Employer's representative to answer within the time limit set forth in any
7 step will entitle the employee to proceed to the next step.
- 8 D. In computing time limits under this Article, Holidays shall not be counted.
9 Saturdays and Sundays shall be counted unless the final day (day 10)
10 falls on a Saturday or Sunday, then the time limit shall move forward to
11 the following Monday.
- 12 E. In settlement of any grievance resulting in retroactive adjustment, such
13 adjustment shall be limited to ten (10) days prior to the date of the filing of
14 the grievance except in the case where the compensation of an employee
15 is set or computed in error, then guidelines established in the City
16 Manager's Administrative Procedure No. 2, in effect on 7/11/01, will be
17 followed.
- 18 F. When a grievance is reduced to writing, there shall be set forth in the
19 space provided on the grievance form provided by the Employer, all of the
20 following:
- 21 (1) A complete statement of the grievance and facts upon which it is
22 based.
- 23 (2) The section or sections of this Agreement claimed to have been
24 violated; and
- 25 (3) The remedy or correction requested.
- 26 G. An employee, upon request, shall be entitled to FOP representation in
27 accordance with the provisions of this Agreement at each and every step

1 of the grievance procedure set forth in this Agreement. This shall not be
2 construed as requiring the FOP to represent a non-member.

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

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

14 **6.3 Steps in the Grievance Process:**

15 **STEP ONE:** An employee who has a grievance may, with or without FOP
16 representation, submit it in writing to the Division
17 Commander (Lieutenant or Captain as the case may be).
18 The Division Commander shall hold a meeting within ten
19 (10) days of receipt of the grievance and give a written
20 response to the employee within ten (10) days after holding
21 such meeting. The aggrieved employee, upon his/her
22 request, may be accompanied at this meeting by the FOP
23 representative. A grievance which involves a disciplinary
24 action authorized by the Chief may be appealed directly to
25 the second step of the grievance procedure.

26 **STEP TWO:** If the Grievance is not settled at Step 1, the aggrieved
27 employee or the FOP may submit a written appeal to the
28 Chief of Police within ten (10) days after the Step 1 answer

1 was due and shall be signed by the employee. The Chief of
2 Police or designee shall hold a meeting within ten (10) days
3 of receipt of the request and give a written response to the
4 employee and the FOP within ten (10) days after holding
5 such meeting.

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

14 **6.4** If the grievance is not settled in accordance with the foregoing procedure, the
15 aggrieved employee or the FOP, as the case may be, may request arbitration by
16 serving written notice of intent to appeal on the office of the City Manager and
17 the Human Resources Director no later than ten (10) days after receipt of the
18 City's response in Step 3 together with a written statement of the specific
19 provision(s) of this Agreement at issue. If the grievance is not appealed to
20 arbitration within said ten (10) days, the City's Step 3 answer shall be final and
21 binding upon the aggrieved employee or the FOP, as the case may be.

22 **6.5** Within ten (10) days after receipt of the appeal to arbitration, the parties shall
23 jointly request the Federal Mediation and Conciliation Service (FMCS), the sole
24 function of FMCS being to assist in the selection of the arbitrator, to furnish a
25 panel of five (5) impartial arbitrators particularly skilled in matters involving local
26 government employee relations. Both the City and the FOP shall have the right
27 to strike two (2) names from the panel. Within ten (10) days after receipt of the
28 list, the parties shall meet and alternately cross out names on the list. Lot

1 chance shall determine who shall cross out first. The remaining person shall be
2 the arbitrator. FMCS shall be notified of the selection, following instructions on
3 the FMCS form, within ten (10) days of the selection being made. The arbitrator
4 shall be notified of his/her selection, following instructions from FMCS, within ten
5 (10) days of receiving those instructions by a joint letter from the City and the
6 FOP requesting that he/she set a time and place, subject to the availability of the
7 City and FOP representatives.

8 6.6 The arbitration shall be conducted under the rules set forth in this Agreement,
9 not under the Rules of the FMCS. The arbitrator shall have no authority to
10 modify, amend, ignore, add to, subtract from or otherwise alter or supplement
11 this Agreement or any part thereof or any amendment thereto. The arbitrator
12 shall consider and decide only the specific issue(s) submitted to him/her in
13 writing by the City and the FOP and shall have no authority to consider or rule
14 upon any matter which is stated in this Agreement not to be subject to the
15 arbitration, which is not a grievance as defined in Section 6.1, or which is not
16 specifically covered by this Agreement. The arbitrator may not issue declaratory
17 or advisory opinions and shall be confined exclusively to the question which is
18 presented to him/her, which question must be actual and existing. The arbitrator
19 shall submit in writing his/her decision within thirty (30) days following the close
20 of the hearing or the submission of briefs by the parties, whichever is later,
21 provided that the parties may mutually agree in writing to extend said limitation.
22 Consistent with this section, the decision of the arbitrator shall be final and
23 binding.

24 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS
25 and the compensation expenses of the arbitrator, shall be shared equally by the
26 parties to the arbitration.

27 6.8 Each party shall be responsible for the expense or expenses of any witness or
28 witnesses it calls.

1 6.9 The cost of any transcript shall be borne solely by the party requesting it.
2

3 **ARTICLE 7**

4 **NON-DISCRIMINATION**

5 7.1 Employees of the City shall have the right to form, join and participate in, or to
6 refrain from forming, joining and participating in any employee organization of
7 their own choosing. No employee shall be intimidated, restrained, coerced or
8 discriminated against by either the City or the FOP because of the exercise of
9 these rights.

10 7.2 The City and the FOP shall apply the provisions of this Agreement equally to all
11 employees without discrimination because of age, sex, race, color, religion,
12 national origin, political affiliation, disability, marital status or membership or non-
13 membership in the FOP as required by applicable federal or state law; including
14 any obligations to reasonably accommodate a disability under the ADA. Any
15 grievances concerning this paragraph shall be handled in the grievance
16 procedure only through the third step and shall not be processed through
17 arbitration.

18 7.3 The use of masculine or feminine gender in this Agreement shall be construed
19 as including both genders.
20

21 **ARTICLE 8**

22 **DISCHARGE AND DISCIPLINE**

23 8.1 A permanent employee may be disciplined or discharged only for just cause and
24 in a fair, impartial and consistent manner as established by the City. It is
25 understood by the parties that employees are subject to all Rules and
26 Regulations of the City and of the Gainesville Police Department. It is further
27 agreed that the failure of a newly hired employee to comply with the educational
28 contract may be just cause for termination.

- 1 8.2 Any written warnings (counseling forms, IOC's), written instructions and
2 cautionings (employee notice) or disciplinary actions involving discharge,
3 demotion, probation and suspension shall be furnished to the employee outlining
4 the reason for the reprimand. The employee shall be requested to sign the
5 statement; however, signature does not imply agreement, only knowledge and
6 receipt of such reprimand. If the employee refuses to sign, this refusal shall be
7 noted and placed in the employee's personnel file. Whenever possible, the City
8 will make every effort to reprimand an employee in a private manner so as to
9 avoid embarrassing the employee. Employee notices imposing written
10 instruction and cautioning and disciplinary actions involving discharge, demotion,
11 probation and suspension should, except as provided herein, be issued within
12 twenty (20) days from the time the Chief of Police knows with reasonable
13 certainty that causes for such actions exist. This limitation shall not apply if the
14 Chief of Police determines that extenuating circumstances exist.
- 15 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of
16 pay are subject to the grievance provisions of this Agreement. Employee
17 Notices (Written instructions and cautionings) are subject to the grievance
18 provisions of this Agreement.
- 19 8.4 Written warnings(counseling forms, IOC's) or verbal warnings are not subject to
20 the grievance provisions of this Agreement. Such warnings are not to be
21 considered "first offenses" for purposes of progressive discipline.
- 22 8.5 Any discharged employee who has completed his/her probationary period shall
23 have the right to appeal said discharge directly to the third step of the grievance
24 procedure provided such appeal is made within ten (10) days from the effective
25 date of such action, computed in accordance with Section 6.2(D).
- 26 8.6 The discharge, discipline, demotion, layoff or suspension of probationary
27 employees on initial hire or rehire shall not be subject to the grievance procedure
28 of this Agreement.

1 8.7 An officer shall not be required to respond in writing to an anonymous complaint
2 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,
3 which complaint is made solely by the citizen in question and shall be
4 investigated on a verbal basis unless and until some corroborating evidence is
5 obtained.

6 8.8 When imposing incremental discipline, the Chief will not use prior infractions of
7 the same rule that have occurred more than two years from the date of the
8 current violation under consideration.

9
10 However, the above 8.8 may be considered as a part of the overall disciplinary
11 record when used as justification for discharge.

12 8.9 An employee, upon request, shall be entitled to FOP representation at
13 disciplinary interviews or conferences in accordance with law and 6.2 (G) of this
14 Agreement.

15 8.10 There shall be only one official personnel file for each employee and it shall be
16 maintained in the Human Resources department. Employees will be given a
17 copy of any disciplinary action placed in the employee's official personnel file.
18 Any employee disagreeing with a disciplinary action placed in such file shall be
19 allowed to have his/her views regarding such action placed in the file. An
20 employee will have the right to review his/her own official personnel file at
21 reasonable times under proper supervision.

22 8.11 RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER
23 INVESTIGATION:

24 Whenever a law enforcement officer is under investigation and subject to
25 interrogation by members of his/her agency for any reason which could lead to
26 disciplinary action, demotion or dismissal, such interrogation shall be conducted
27 in accordance with Florida Statute 112, Sections 112.531 through 112.535.

28

1 The Officer who is the subject of the complaint and his/her authorized
2 representative may review the complaint and all statements, regardless of form,
3 made by the complainant and witnesses immediately prior to the beginning of the
4 investigative interview.

5 8.12 A. The provision contained above in 8.11 shall remain in the contract so long
6 as these provisions remain effective State Law (F.S.S. Chapter 112.532).

7 B. Any action by the City deemed by an employee to be in violation of 8.11
8 may be processed as a grievance through Step 3 of the Grievance
9 Procedure.

10 C. Disputes which remain unsettled after Step 3 may be taken only to an
11 appropriate court of law for resolution and are specifically excluded from
12 arbitration.

13 8.13 I.A. investigations for violations of offenses determined by the Department to be
14 minor, should be completed within forty-five (45) days from the issuance of
15 notice of allegation of misconduct to the member determined to be the subject of
16 an IA investigation. At the end of forty-five (45) days, if the investigation is not
17 completed for reasonable grounds, the individual under investigation is to be
18 notified with the reason for extension. Extensions of minor investigations may be
19 extended an additional forty-five (45) days after such notification.

20 8.14 I.A. investigations for violations of offenses determined by the Department to be
21 major, should be completed within seventy (70) days from the issuance of notice
22 of allegation of misconduct to the member determined to be the subject of an IA
23 investigation. At the end of seventy (70) days, if the investigation is not
24 completed for reasonable grounds, the individual under investigation is to be
25 notified with the reason for extension. Extensions of major investigations may be
26 extended an additional seventy (70) days after such notification.

27 8.15 The Chief of Police may determine that an Internal Investigation would be
28 compromised by notification of either an allegation of misconduct or reasons for

1 extending an investigation, in either case, time limits identified in 8.13/8.14 shall
2 not be applicable.

3 8.16 When an allegation of employee misconduct is made against a non-probationary
4 bargaining unit member, the City will ensure the allegation is reduced to writing.
5 If the allegation of employee misconduct is criminal in nature, the complaint will
6 be under oath.

7 8.17 In an effort to provide an intermediate disciplinary action step between written
8 instruction and cautioning and actual suspension of an employee (where that
9 employee suffers a loss of pay), at the sole discretion of the Chief of Police
10 he/she may impose the forfeiture of vacation leave time in lieu of suspension
11 without pay.

12
13 **ARTICLE 9**
14 **VACATIONS**

15 9.1 Permanent and probationary full-time employees covered by this Agreement
16 shall accrue vacation leave based on their date of permanent employment and
17 shall be limited to the following schedule:

18
19

<u>Years of:</u>	<u>Time Accrued</u>
<u>Continued Service</u>	
21 1 to 5 years 22 (1 month thru 59 months)	80 hours per year
23 5 to 10 years 24 (60 months thru 119 months)	96 hours per year
25 10 to 15 years 26 (120 months thru 179 months)	120 hours per year
27 15 to 20 years 28 (180 months thru 239 months)	136 hours per year

29
30
31
32

1 20 years to 25 years 168 hours per year
2 (240 months thru 299 months)

3 25 years or more 176 hours per year
4 (300 months or more)
5

6 9.2 The maximum number of vacation hours that employees covered by this
7 Agreement are allowed to have as of the anniversary of their adjusted service
8 date are as follows:

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

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

17 9.3 Vacation leave shall continue to accrue during periods of absence in which the
18 employee is in pay status.

19 9.4 Paid vacation leave may not be taken during the initial six (6) months of
20 employment or re-employment. After this initial six (6) months period, vacation
21 leave may be taken with Chief of Police or equivalent approval and chargeable in
22 quantities of not less than two (2) hours.

23 9.5 Should a holiday occur during an employee's vacation, that day shall be charged
24 as a holiday.

25 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a
26 vacation, except as provided in 9.11.

27 9.7 Vacation leave shall not be granted in advance of being earned. If an employee
28 has insufficient vacation leave credit to cover a vacation leave, the employee
29 shall be in a no-pay status.

1 9.8 Employees who are transferred from one department to another shall have their
2 vacation leave credits transferred with them.

3 9.9 Upon termination of employment, the employee shall be entitled to compensation
4 for any earned but unused vacation leave to his/her credit at the time of
5 termination at the employee's permanent straight time rate of pay. This does not
6 apply to employees having less than six (6) months service. The employee's
7 official termination date shall be the last day of active employment and shall not
8 be extended due to payment for unused vacation time.

9 9.10 If an employee is called back to work during his/her vacation period, the
10 employee shall be allowed to reschedule with special consideration any vacation
11 time lost as a result of the call back.

12 9.11 On or about the employee's hire date or adjusted service date, employees
13 covered by this Agreement shall be permitted to sell back up to seventy (70)
14 hours of accrued vacation leave to the City at the employee's regular straight
15 time hourly rate. No employee shall be permitted to sell back accrued vacation
16 leave if he/she has less than eighty (80) hours of vacation leave. The employee
17 shall not be permitted to sell back accrued vacation leave if selling back such
18 time brings the employee's total time below eighty (80)hours.

19
20 **ARTICLE 10**
21 **HOLIDAYS**

22 10.1 The City observes the following paid holidays, but reserves the right to schedule
23 work on these days. Permanent full time employees covered by this Agreement
24 are entitled to twelve (12) paid holidays as listed in this section (A. and B.) and
25 10.2:

- 26
27 A. New Year's Day January 01
28 Martin L. King, Jr.'s Birthday Observance Date

1	Memorial Day	Last Monday in May
2	Independence Day	July 04
3	Labor Day	First Monday in September
4	Veteran's Day	Observance Date
5	Day after Thanksgiving	Friday after Thanksgiving
6		
7	B. Thanksgiving Day	Fourth Thursday in November
8	Christmas Day	December 25
9		

10 Holidays shall be observed on the observance date as established by the City,
 11 except for those employees who are scheduled to work on a Saturday or Sunday
 12 on which the actual holiday falls; they shall observe the actual date.

13 10.2 Employee's Option Days

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

23 10.3 Whenever a holiday as listed section 10.1 (A) and (B) occurs on an employees
 24 scheduled day off and the employee does not work thereon, employees shall
 25 receive another day off with pay within the same fiscal year or within 120 days
 26 after said holiday, whichever is later. Hours compensated will match the
 27 scheduled holiday work hours of the employee.

1 10.4 A. Whenever a holiday as listed in Section 10.1 (A) occurs on an employee's
2 regularly scheduled work day or the employee is required to work on a
3 holiday on his/her scheduled day off, the employee shall receive straight
4 time for the hours worked and receive another day off with pay, or the
5 employee may elect to receive two times their permanent straight time
6 pay for the hours worked with no day off. Unless the employee declares
7 seven calendar days prior to the holiday that they want to receive two
8 times their permanent straight time pay for the hours worked, they shall
9 receive their straight time rate of pay and another day off. The day off
10 shall be taken within the same fiscal year or within 120 days after said
11 holiday, whichever is later. There shall be no pyramiding to this section in
12 the computation of overtime.

13 B. Whenever a holiday as listed in section 10.1 (B) occurs on an employee's
14 regularly scheduled work day or the employee is required to work on a
15 holiday on his/her scheduled day off, the employee shall receive one and
16 one half times their permanent straight rate of pay for hours worked and
17 receive another day off with pay, or the employee may elect to receive two
18 and one half times their permanent straight pay for the hours worked with
19 no day off. Unless the employee declares fourteen (14) calendar days
20 prior to the holiday that they want to receive two and one half times their
21 permanent straight pay for the hours worked, they shall receive one and
22 one half times their straight time rate of pay and another day off. The day
23 off shall be taken within the same fiscal year. There shall be no
24 pyramiding to this section in the computation of overtime.

25 10.5 Failure to report for work on a holiday after having been scheduled to work on
26 such holiday shall be just cause for denial of holiday pay and may result in
27 disciplinary action being taken.

1 10.6 Should a holiday occur during an employee's sickness, it shall be the option of
2 the employee to be charged with a sick day or holiday if the sickness includes
3 two or more consecutive workdays immediately preceding and/or following the
4 holiday.

6 **ARTICLE 11**

7 **HOURS OF WORK AND OVERTIME PAYMENT**

8 11.1 The provisions of this Article are intended to provide a basis for determining the
9 number of hours of work for which an employee shall be entitled to be paid at
10 overtime rates and shall not be construed as a guarantee to such employee of
11 any specified number of hours of work either per day or per week or as limiting
12 the right of the City to fix the number of hours of work (including overtime) either
13 per day or per week for such employee. The City has the authority to establish
14 shifts and to use any method in establishing a shift as well as change, increase,
15 decrease, initiate, restrict and cancel a shift in order to meet the needs of the
16 department and to provide superior service to the community.

17 11.2 Beginning October 1, 1998, the work period may consist of a period of fourteen
18 (14) consecutive days for any employees as determined by the Chief of Police.
19 The work period for all employees covered by this agreement, and not otherwise
20 designated by the Chief of Police, shall consist of a period of seven (7)
21 consecutive days. For purposes of this Agreement, a shift means the time
22 during which an employee is on assigned duty. A shift for employees covered by
23 this Agreement will be those prescribed by the Chief of Police or his/her
24 authorized designee. If there is any change in the normal weekly work schedule
25 of an employee, he/she will receive, when possible, one (1) week prior
26 notification. If there is a change in the normal weekly work schedule of an
27 employee due to a group shift change, the group shall receive at least two (2)
28 weeks prior notification. Members who receive specialty pay may receive shorter

1 notice due to circumstances, in which as much notice as reasonably practicable
2 will be given.

3 11.3 A. Only authorized and approved work performed in excess of eighty (80)
4 hours in any fourteen- (14-) day work period for all employees assigned to
5 said work period shall be paid at the overtime rate of one and one-half
6 (1½) times the employee's straight time hourly rate of pay as set forth in
7 Exhibit 1. Further, nothing herein shall require the payment of time and
8 one-half (1½) when an insubstantial amount of time is worked in excess of
9 the normal workday. For the purpose of this Article, an insubstantial
10 amount of time shall be considered any period of time less than seven (7)
11 minutes.

12 B. Only authorized and approved work performed in excess of forty (40)
13 hours in any seven- (7-) day work period for all employees assigned to
14 said work period shall be paid at the overtime rate of one and one-half
15 (1½) times the employee's straight time hourly rate of pay as set forth in
16 Exhibit 1. Further, nothing herein shall require the payment of time and
17 one-half (1½) when an insubstantial amount of time is worked in excess of
18 the normal workday. For the purpose of this Article, an insubstantial
19 amount of time shall be considered any period of time less than seven (7)
20 minutes.

21 C. When an off-duty employee covered by this Agreement is directed by a
22 supervisor to place a telephone call in further of City business, and the
23 employee engages in the directed telephone activity for more than an
24 insubstantial amount of time in any particular instance, then, after
25 supervisory verification of the necessity and duration of the call (such may
26 include obtaining statements from the participants to the phone call), the
27 time involved in such telephone call shall be considered authorized and
28 approved work within the meaning of this section.

1 11.4 Vacations, holidays and all other paid leaves, except sick leave, shall count as
2 hours worked for the purpose of computing overtime. However, all above paid
3 leave shall not count as hours worked for the purpose of computing overtime
4 when the entire regularly scheduled workweek is charged as either vacation,
5 holiday or any one type of paid leave or any combination of paid leave. All
6 vacation leave shall count as hours worked when an employee is required to
7 work overtime.

8 11.5 There shall be no duplication or pyramiding in the computation of overtime, call-
9 out pay or court pay and nothing in this Agreement shall be construed to require
10 the payment of overtime more than once for the same hours worked.

11 11.6 A. All employees in a position eligible for overtime are entitled to "call-out"
12 pay if he/she is ordered to and does report with less than sixteen (16)
13 hours notice. Such employee shall receive the overtime rate for all such
14 unscheduled hours that he/she actually works, with a minimum guarantee
15 of three (3) hours at such rate. Hours compensated for as call-out shall
16 not count as hours worked for the purpose of computing overtime.

17 B. All employees in a position eligible for overtime are entitled to a minimum
18 of two (2) hours of work adjustment time if he/she is ordered to and does
19 report with more than sixteen (16) hours notice. Such time shall be taken
20 within the work week or next available work week and may not be
21 accumulated thereafter. It is understood that only hours compensated for
22 shall be counted toward hours worked for the purpose of computing
23 overtime. A grievance involving this subsection may only be grieved to
24 the second step of the grievance procedure.

25 11.7 All overtime shall be authorized by the Chief of Police or other designated
26 managerial employee(s), if such authority has been specifically delegated to
27 him/her/them.

1 11.8 Upon prior approval by the appropriate managerial employee, an employee may
2 agree with another employee, who is of equal classification, i.e., police
3 officer/corporal for police officer/corporal, sergeant for sergeant, to work in place
4 of said other employee during that employee's scheduled work assignment
5 subject to the following restrictions:

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

10 B. The City shall compensate the employee who was scheduled to work in
11 the amount he/she would have earned had he/she worked and shall in no
12 manner be liable for any wages for the hours worked by the substitute
13 employee.

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

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

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

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

23 G. An employee who has agreed to substitute for another employee and fails
24 to report for the agreed duty assignment, will be subject to disciplinary
25 action.

26 11.9 Employees assigned to mandatory standby status for one calendar week at a
27 time will be paid \$100.00 for each such week of standby. If the mandatory

1 standby is for less than one week, then the \$100 shall be prorated. Mandatory
2 standby will normally be on a weekly basis.

3 11.10 Uniformed patrol positions (as distinguished from other elements, e.g., mounted
4 unit, aviation unit, etc.) presently scheduled to normally work four shifts of
5 approximately ten hours each per week will not have the 4/10 feature
6 substantially modified unless they are provided an opportunity to negotiate in
7 accordance with Chapter 447, Florida Statutes, concerning the change.

8 11.11 Employees assigned by their Department Head or his/her designee to work out-
9 of-class as a Lieutenant for a full shift shall be paid ten (10%) above their normal
10 straight time rate of pay. Employees assigned by their Department Head or
11 his/her designee to work out-of-class as a Sergeant for a full shift shall be paid
12 five (5%) above their normal straight time rate of pay.

13 11.12 Lunch hours shall be paid as part of the scheduled work day for all sworn
14 employees and shall not be substantially modified unless the union is provided
15 the opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
16 concerning the change.

17
18 **ARTICLE 12**

19 **SICK LEAVE**

20 12.1 Newly hired employees earn sick leave at the rate of forty-eight (48) hours
21 annually until their second anniversary. After two (2) years of service employees
22 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)
23 years of service, employees will earn sick leave at the rate of ninety-six (96)
24 hours annually.

25 12.2 Sick leave will be granted upon approval of the Department Head/designee for
26 the following reasons:

- 1 A. For absence due to personal illness, injury or temporary disability. A
2 doctor's statement is required for temporary disability indicating
3 approximate length of absence due to disability.,
4 B. For personal medical and dental appointments.
5 C. For absence due to a compensable injury arising out of the course of City
6 employment (employee may request the Department Head/designee to
7 allow him/her to remain on full pay for the period which can be covered by
8 sick leave balance when pro rated with the amount being paid by
9 Worker's Compensation).
10 D. An employee may use up to twelve (12) days of accrued sick leave or fifty
11 percent (50%) of the employee's currently accrued sick leave, whichever
12 is greater, for illness of a member of an employee's immediate family
13 (defined as spouse, dependent child(ren), mother or father) living in the
14 same domicile or dependent children not living in the same domicile.
15 Management may require confirmation of the illness from the employee by
16 furnishing a doctor's certificate, or any other means deemed appropriate.
17 The city Manger/designee may waive these restrictions if he/she find
18 special circumstances exist.

19 12.3 All employees are required to notify the designated supervisor on duty as early
20 as possible. In the case of non-shift employees, no later than the starting of
21 his/her scheduled workday and in the case of shift employees, no later than sixty
22 (60) minutes prior to the starting of his/her scheduled workday, when he/she is
23 unable to report for work because of illness or injury, giving the reason for
24 absence. Employees failing to comply with this provision shall not be allowed to
25 charge their absence to sick leave unless waived by the Department Head. All
26 shift employees will notify the designated supervisor at least one (1) hour in
27 advance of the intent to return to work following absence due to illness or injury
28 of more than two (2) days. Sick leave will not be granted for any sickness, injury

1 or disability arising from felony or a misdemeanor involving moral turpitude on
2 the part of the employee. Sick leave will be charged only against employees
3 regular workday and shall not be charged for absences on overtime or standby
4 time. It shall be the mutual obligation of the City and the FOP to cooperate with
5 each other in order to prevent abuse of sick leave.

6 12.4 A. An employee absent for three (3) or more consecutive workdays shall be
7 required to report to Employee Health Services prior to returning to work
8 to verify that the employee is fit to work. An employee shall remain in sick
9 leave status until he/she is release by Employee Health Services and
10 reports to his/her work site. This provision may be waive temporarily by
11 Management for employees returning to work anytime that Employee
12 Health Services is not open, except in cases of injury in which this
13 provision shall apply. Such absence shall require a doctor's written
14 statement of diagnosis verifying the employee's illness or injury, which will
15 be turned in to Employee Health Services, or a similar statement from the
16 City's Occupational Health Nurse which will be turned in to the
17 Department's Medical Record Custodian/designee, or sick leave will not
18 be allowed.

19 B. A doctor's written statement of diagnosis verifying illness or injury of less
20 than three (3) consecutive day(s) shall be required by the City in cases of
21 frequent use of sick leave or when the pattern of sick leave usage
22 indicates potential abuse of sick leave privileges. If this doctor's
23 statement is to be required on a continual basis, the employee shall be so
24 notified, in writing, prior to the imposition of such requirement. The
25 duration of each such requirement shall not exceed one (1) year. A copy
26 of such notice shall be placed in the employee's master personnel file.

27 C. The employee may be required by the appropriate Department Head, or
28 his/her designee, to obtain a written statement of diagnosis verifying

1 illness or injury from the City's doctor prior to returning to work. Expenses
2 of obtaining a statement from the City's doctor shall be borne by the City.
3 Expenses of a doctor other than the City's doctor, if any, resulting from
4 verification of illness or injury, shall be the responsibility of the employee.

5 D. When a diagnosis and verification of illness or injury is required, the
6 following shall apply: The doctor's written statement, will be turned in to
7 Employee Health Services before the employee returns to works, which
8 statement shall detail the employee's illness, the treatment made and any
9 restrictions on the employee's ability to perform all the duties normally
10 assigned to the employee's classification. Failure to provide such a
11 statement shall preclude the use of sick leave and the employee returning
12 to work. Excessive absenteeism due to illness an injury may result in
13 discipline being imposed.

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

18 F. In all cases where an employee is required to report to the City's doctor to
19 obtain a written statement of diagnosis verifying illness or injury, the
20 failure by the doctor to substantiate the employee's claim of illness or
21 injury will preclude use of sick leave. In all cases where the employee is
22 required to report to Employee Health Services, failure to do so will
23 preclude the use of sick leave.

24 12.5 Sick leave may be charged in increments of less than two (2) hours with prior
25 approval by the Department Head/designee. Sick leave shall not be granted in
26 advance of being earned. Vacation leave may be used in lieu of sick leave,
27 however, the employee shall be considered sick and not on vacation and the
28 time used shall be treated as sick leave for all purposes. When an employee

1 has insufficient sick leave credit to cover a period of absence, vacation leave will
2 be used and, if none is available, the employee shall be in a no pay status.

3 This section pertains to unscheduled absences and is not intended to prevent
4 advanced scheduling of vacation as outlined in Article 1, Section 11.4

5 12.6 Should a holiday occur during the employee's sickness, it shall be the option of
6 the employee to be charged with a sick day or holiday if the sickness includes
7 two or more consecutive workdays immediately preceding and/or following the
8 holiday.

9 12.7 Sick leave shall continue to accrue during the periods of absence in which the
10 employee is in pay status.

11 12.8 Employees who are transferred from one department to another shall have their
12 sick leave credits transferred with them.

13 12.9 Unused sick leave is forfeited upon termination from the City's service.

14 12.10 Employees taking sick leave shall be compensated at their straight time hourly
15 rate of pay as set forth in Exhibit I (salary schedule) for the time off work.

16 12.11 The sick leave incentive award will be given by the City to employees who use
17 little or no sick leave, or vacation in lieu of sick leave., during a period of one (1)
18 year. Eligibility for the incentive award shall be based on:

19 1. Adjusted service date.

20 2. The amount of sick leave, or vacation in lieu of sick leave, used in the
21 previous year of service.

22 12.12 The incentive award will be credited to an employee's accrued vacation leave
23 and may be used as set forth in Article 9. The incentive award is computed on
24 the following basis for each year of eligibility:

	<u>Sick Leave, or Vacation in Lieu of Sick Leave, Used</u>	<u>Work Hours Awarded</u>
1		
2		
3		
4	2 hrs or less	32
5	More than 2 thru 10	24
6	More than 10 thru 20	16
7	More than 20	None

8 12.13 Accumulated, unused sick leave appearing on the employee's record in the
9 Human Resources Department may be converted to additional service credit for
10 determining pension benefits. Each such day of unused sick leave shall be
11 converted to one (1) full day of additional employment of service credit, unless
12 otherwise provided.

13
14 **ARTICLE 13**
15 **BEREAVEMENT LEAVE**

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

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

1 13.3 Employees taking bereavement leave shall be compensated at their straight time
2 hourly rate of pay, as set forth in Exhibit 1 (salary schedule) for the time off work.

3 13.4 Permanent part-time employees are eligible to receive bereavement leave in the
4 proportion that their workweek bears to a full-time workweek. A part-time
5 employee whose average workweek over a four (4) week period is greater or
6 less than their normal scheduled workweek shall have their accrual rate changed
7 to reflect the higher or lower average workweek until it returns to normal.

8 13.5 Bereavement leave must be taken within five (5) days of the death, funeral, or
9 memorial service.

10
11 **ARTICLE 14**
12 **COURT TIME**

13 14.1 Employees shall receive court pay in the following manner:

14 A. When their court appearance begins while on duty and continues past the
15 end of the normal duty shift, or begins prior to the start of the normal duty
16 shift and continues into the normal duty shift, they will be permitted to
17 retain witness fees, including travel time, and shall be considered a
18 continuation of normal duty shift.

19 B. When the court appearance begins and ends while off duty, they shall
20 retain the witness fee and receive overtime pay for court time with a
21 minimum payment of three (3) hours in addition to the witness fee.

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

24 14.2 An employee who is excused from jury duty or from appearance as a witness
25 during his/her normal working hours must report to his/her supervisor to
26 determine if he/she will be required to work the remainder of his/her normal work
27 schedule.

1 **ARTICLE 15**

2 **SPECIAL DUTY/ASSIGNMENTS PAY**

3 15.1 The number and assignment of such special duty as: Criminal Investigations
4 Division Detective, Special Investigations Detective, District Detective, Special
5 Response Team, K-9 Unit, Forensic Crime Unit Investigators, Community
6 Resource Division, FTO'S, Evidence Technicians, Traffic Homicide Investigators,
7 Mounted Unit, Aviation Unit and Training Unit shall be at the sole and exclusive
8 discretion of the City. Such special duty is not to be considered as a separate
9 grade or rank and is understood by the parties to be temporary in nature and
10 assigned or withdrawn at the sole discretion of the Chief of Police. Selection for
11 special duty assignments shall be based on management's determination and
12 evaluation of the individual display of specific skills and abilities. Such special
13 assignments may require the successful completion of specialized police training
14 and/or certification procedures designated by the City. To qualify for such
15 special duty pay, personnel will be required to maintain a standard of proficiency
16 in their respective specialty. Standards and means of testing proficiency may be
17 established by the Police Department. Should the title of such special duty
18 assignment change, but the function remain the same, specialty pay shall
19 continue.

20 15.2 Bargaining unit employees who are assigned by the City and who perform the
21 above-stated special duties shall receive, in addition to their base rate of pay,
22 specialty pay at the rate of fifty dollars (\$50.00) per month.

23 15.3 Employees who are assigned by the City and perform the duties of Field Training
24 Officer, as listed quarterly, shall receive seventy-five dollars (\$75.00) per month
25 in addition to any other specialty pay they may receive.

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ARTICLE 16
LONGEVITY PAY

16.1 Rates.

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

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

- (1) Five (5) years and not more than ten (10) years -- two percent (2%) of base pay.
- (2) Ten (10) years and not more than fifteen (15) years -- three percent (3%) of base pay.
- (3) Fifteen (15) years and not more than twenty (20) years -- four percent (4%) of base pay.
- (4) Twenty (20) years and not more than twenty-five (25) years -- five percent (5%) of base pay; and,
- (5) In excess of twenty-five (25) years -- six percent (6%) of base pay.

16.2 Base Pay - Defined.

The base pay of each eligible employee shall be the amount of regular monthly base pay as indicated on the applicable salary schedule which such employee is entitled to draw from the City on the first day of January or July of each year, immediately preceding the January or July in which longevity payment is actually made, exclusive of any overtime, longevity, incentive or other type pay.

16.3 Establishment of Eligibility.

Permanent full-time employment of employees shall be determined as of the January 1 or July 1 immediately preceding the January or July in which longevity payment is to be made; provided, for employees receiving longevity for the first

1 time, eligibility shall be determined as the first full month after the employee
2 reaches his/her fifth year anniversary and payment shall be made only in
3 accordance with Section 16.6B.1; and provided further, any person who is retired
4 under a pension plan of the City shall not be eligible for such additional
5 compensation under the provisions hereunder. In order for the employee's time
6 employed to be counted for purposes of calculating his/her years of service for
7 longevity purpose, the employee must have been in the continuous, permanent
8 full-time employ with the City for the entire period. In order to receive payment
9 hereunder, the employee must still be in a permanent status with the City the
10 month in which the payment is actually made.

11 **16.4 Continuity of Service; Exceptions.**

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

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

25 **16.5 Separation from Service.**

26 In the event any eligible employee dies, retires or is separated from the service
27 of the City for a any reason, he/she shall be paid his/her longevity pay from the
28 date of the last payment of longevity pay to him/her, to the end of the month

1 preceding the month in which such person dies, retires or is separated from the
2 service of the City.

3 16.6 Calculation of Payment.

4 A. Normal payments - in general.

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

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

17 B. Proration.

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

20 (1) First Eligibility.

21 For employees receiving longevity for the first time, the pay shall
22 cover the period of between one (1) and six (6) full months in which
23 the employee has been eligible immediately following the
24 anniversary of his/her five (5) year adjusted service data as an
25 eligible employee. In order for a month to count for purposes of the
26 calculations herein required, the employee must have reached the
27 anniversary of his/her five (5) year adjusted service date and then
28 have worked the entire month sought to be counted. (Example: if

1 an employee hired out as a permanent full-time employee with the
2 City on July 1, 1973, the permanent employee would receive
3 his/her first longevity check in January, 1979, and the months for
4 which he/she would receive credit would be July, August,
5 September, October, November and December, 1978. However, if
6 that employee had hired out on July 2, 1973, there would be no
7 credit for July, 1978.)

8 (2) In payment Period.

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

23
24 **ARTICLE 17**

25 **HOSPITALIZATION AND LIFE INSURANCE**

26 17.1 Any future premium increases in Employee Only, Employee and Spouse,
27 Employee and Dependent Child and Employee, Spouse and Dependent
28 Children coverage shall be shared equally by the employee and the employer;

1 provided that the employee shall not pay more than twenty percent (20%) of the
2 total premium for Employee only coverage.

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

6 17.3 The City, during the term of this Agreement, will pay one hundred percent
7 (100%) of the premium cost for life insurance.

8 17.4 The City may open this article at anytime during the term of this agreement with
9 thirty (30) days notice to the FOP.

10
11 **ARTICLE 18**
12 **TUITION REIMBURSEMENT**

13
14 18.1 Tuition Reimbursement shall be administered in accordance with City of
15 Gainesville Personnel Policy number 21, which was revised on 7/28/97. The
16 City will not substantially modify application of this policy, as pertains to
17 employees covered by this Agreement, unless the Union is provided an
18 opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
19 concerning the change.

20 18.2 The City of Gainesville will provide funding to support this program and to assist
21 employees with accredited educational tuition costs. An attempt will be made to
22 distribute above said funds so they will be available for each school term.

1
2 **ARTICLE 19**

3 **MISCELLANEOUS EMPLOYEE BENEFITS**

4 19.1 The City, during the term of this Agreement, will provide a dry cleaning allowance
5 in accordance with the following schedule:

6 \$515.00 FY 2001-2002

7 \$525.00 FY 2002-2003

8 \$535.00 FY 2003-2004

9 One-half (½) shall be paid on a pro-rata basis on or about October 1st, and April
10 1st. The City, during the term of the Agreement, shall provide an annual clothing
11 allowance to all personnel assigned to plain clothes in accordance with the
12 following schedule:

13 \$540.00 FY 2001-2002

14 \$550.00 FY 2002-2003

15 \$560.00 FY 2003-2004

16 One-half (½) shall be paid on a pro-rata basis on or about September 30, and
17 April 1st.

18 Each fiscal year all employees covered by this Agreement shall receive one
19 hundred (\$100.00) dollars annual leather allowance, to be paid within the first
20 quarter of the fiscal year.

21 19.2 Annual health assessments will be given employees covered by this Agreement.
22 Periodic physical examinations will be given employees covered by this
23 Agreement as follows: Type A at employment and at age 40, 50 and 60. Type B
24 at age 30, 35, 45 and 55. The City's Occupational Health Nurse and/or City
25 doctor may prescribe more extensive tests (i.e., stress, EKG) should the physical
26 history or preliminary lab work indicate a need for a more extensive physical
27 examination.

1 19.3 In the event of death, all compensation due to the employee as of the effective
2 date of death shall be paid to the beneficiary, surviving spouse, or to the estate
3 of the employee as determined by law or by executed forms in his/her personnel
4 folder.

5 19.4 When an employee is required to use his/her personal automobile in the
6 performance of City business, said employee will be reimbursed for operating
7 expenses at the rate outlined in the City's Travel Policy, exclusive of mileage
8 traveled to and from his/her work location.

9 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program
10 for local and state law enforcement officers and correctional officers (F.S.943),
11 then the City shall, upon request, meet and confer with the FOP concerning the
12 City's adoption and funding of an analogous program.

13 19.6 General: Leave Bank

14 A. An employee having used all his/her sick and vacation leave due to
15 absence resulting from a serious illness, accident or disability of the
16 employee, or of the employee's immediate household family (defined as
17 spouse, or dependent children, or mother, or father, living in the same
18 domicile), where the employee's presence is needed, may receive
19 vacation leave donated on a strictly voluntary basis by fellow employees.
20 Fellow employees may contract to donate a minimum of two (2) hours of
21 their vacation leave time to the affected employee. The maximum number
22 of hours an employee may donate is forty (40) hours for employees
23 working a 40-hour and 56 hours for employees working a 56-hour week.
24 The total donated time from fellow employees shall not exceed 480 hours,
25 except as provided below. Serious illness, accident or disability is defined
26 to include only those instances where an employee is expected to be
27 absent for at least thirty (30) consecutive calendar days or in the case of a
28 serious illness, etc., of a member of the employee's immediate household,

1 only those instances in which the employee's presence is expected to be
2 needed for at least thirty (30) consecutive calendar days. There shall be
3 no restrictions on the amount of hours that may be donated in instances
4 where the serious illness, accident or disability is expected, based upon a
5 reasonable medical probability, to result in death within one (1) year from
6 the creation of the leave bank.

7 B. Eligibility.

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

11 C. Time Limit.

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

26 D. In addition to the procedures described in items A through C above, an
27 employee may, with the following additional restrictions, receive voluntarily
28 donated vacation leave in advance of having used up all of his or her sick

1 leave. In those situations where an employee is absent due to serious
2 illness, accident or disability, which condition is expected, based upon
3 reasonable medical probability, to result in death within one (1) year from
4 the creation of the Leave Bank, the Leave Bank may be created and
5 donated vacation leave credited to the employee's sick leave account
6 prior to the employee having exhausted his or her own earned sick leave.
7 Utilization of donated vacation leave in this manner is limited to those
8 situations in which the employee, at the time the authorization to create a
9 Leave Bank is given, had at least eighty percent (80%) of the credited
10 serviced needed for normal retirement and was otherwise eligible for
11 normal retirement.

12 19.7 The take-home car program shall be amended as follows:

- 13 A. All employees who have a Police Department take-home vehicle, shall be
14 permitted to use the take-home vehicle within Alachua County for the
15 purposes of driving to and from work, attending accredited schools
16 (educational classes), picking up uniforms from the dry cleaners, or
17 engaging in physical fitness activity.
- 18 B. Employees who live within the Gainesville City Limits, may use an
19 assigned police department vehicle as his/her primary vehicle for use
20 within the City Limits in accordance with the Department Manual.
- 21 C. In addition, employees who were on the payroll as of October 1, 1998,
22 and who have maintained continuous service as police officers with the
23 Gainesville Police Department, may transport passengers who are not
24 City employees and are not on City business during the employee's off-
25 duty hours under the following conditions:
- 26 1. Passengers are restricted to the employee's family members as
27 defined in Article 12.2D of this Agreement;

- 1 2. Transportation is limited to driving family members to and from
2 daycare or school;
- 3 3. The employee must submit a list of those family members to be
4 transported, along with the address(es) of the daycare or school, to the
5 Chief of Police or designee and receive written approval prior to
6 transporting any person not a City employee or a person on City
7 business;
- 8 4. Any change in the number or identity of family members to be
9 transported must be made in writing to the Chief of Police or designee
10 for approval at least fifteen (15) days prior to beginning the change;
- 11 5. The officer shall purchase at his/her sole expense, liability coverage on
12 the vehicle assigned to him/her and the City of Gainesville shall be
13 named an additional insured. The employee must also provide
14 Personal Injury Protection (PIP) coverage as required by statute. The
15 limits of the liability coverage shall be at least \$100,000 per individual
16 and \$300,000 per occurrence. Proof of insurance shall be submitted
17 to the Chief of Police or designee;
- 18 6. The officer shall maintain the required automobile liability and PIP
19 coverage for as long as the member participates in the take-home
20 vehicle program and when passengers under this subsection may be
21 transported. The required automobile liability and PIP coverage shall
22 be in place prior to the officer transporting a family member in the City
23 vehicle. Thirty (30) days notice shall be provided to the City of
24 Gainesville before the insurance coverage on the vehicle can be
25 cancelled or reduced below required limits;
- 26 7. The officer shall execute an affidavit, prior to transporting any family
27 member, that he/she has read the conditions and that he/she has
28 complied with said conditions;

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

3 D. Employees hired after October 1, 1998, may not transport any person who
4 is not a City employee or a person not on City business.

5 E. Employees who are required to take police-related action during off-duty
6 hours and as a result of driving a take-home vehicle (in accordance with
7 Department Manual), shall do so at the appropriate rate of pay and only
8 for the actual hours worked. Call out pay shall not be applicable.
9 Guidelines shall be established by the Police Department and included in
10 the Department Manual.

11 F. Employees hired after October 1, 1998, shall not be eligible for a take-
12 home vehicle unless they live within the Gainesville City Limits.

13 19.8 Seniority for the purposes of the take-home car plan in the Patrol Division shall
14 be from the date of promotion to certified full time police officer with the
15 Gainesville Police Department, including breaks in service. For purposes of
16 breaks in service, terminations and rehires are not applicable.

17 **ARTICLE 20**

18 **WORKERS' COMPENSATION**

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

25 20.2 Whenever an employee is absent due to a compensable injury, he/she shall
26 receive his/her regular pay for the first 15 calendar days of such absence. But,
27 such payment shall not, when added to workers' compensation benefits total

1 more than the normal take home pay (gross base pay minus taxes) received by
2 the employee immediately prior to such absence.

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

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

11
12 **ARTICLE 21**
13 **LEAVE OF ABSENCE**

14 **GENERAL INFORMATION:**

15 21.1 A. Leave without pay will be granted for Family and Medical Leave - See
16 Section 21.8.

17 B. Leave without pay may be granted for Personal Leave - See Section
18 21.17.

19 21.2 Eligibility:

20 A. Employees in regular full-time status must have provided at least 1,250
21 hours of service in the 12 months before the leave would begin.
22 Employees in regular part-time status must have provided at least 1,040
23 hours of service in the 12 months before the leave would begin.

24 B. Prior to requesting leave without pay, employees must first exhaust all
25 applicable accrued sick, vacation, and paid personal leave. The total
26 leave time will be an aggregate of accrued sick, and/or vacation and paid
27 personal leave and leave without pay. (Family and medical leave - up to,

1 but not to exceed, 12 weeks). In any case, combined leave of any type
2 (except Military Leave) cannot exceed one year.

- 3 • Medically related leave - applicable accrued sick leave must be exhausted
4 first, then accrued vacation and paid personal leave are used second,
5 followed by approved leave without pay.
- 6 • Non-medically related leave - all accrued vacation and paid personal
7 leave must be exhausted, followed by approved leave without pay.

8 **21.3 Leave Request Procedure:**

9 A. Employees are expected to be familiar with and are required to follow the
10 leave procedures as outlined in the Procedures Section. Leave requests
11 for less than one full pay period should be handled with a Personnel
12 Leave Request Form attached to the time sheet.

13 B. The City may require an employee to provide a doctor's certification of
14 serious health condition. The employee should try to respond to such a
15 request in a timely manner. Failure to provide certification may result in
16 denial of continuation of the leave. Medical leave certification may be
17 provided by using the Medical Certification Form.

18 **21.4 Continuity of Service:**

19 Leave without pay which is approved in accordance with these procedures shall
20 not constitute a break in service, but will constitute an adjusted service date. If
21 leave is 90 days or longer, pension service date will be affected.

22 **21.5 Expiration of Leave and Reinstatement:**

23 Reinstatement is dependent upon type of unpaid leave. Refer to appropriate
24 section for more information. If an extension of the leave is required, a request
25 for the extension must be submitted on the Leave Request Form at least five
26 days in advance of the leave expiration. Consideration of an extension will be
27 based on the same criteria as the original request. Failure to return to work at
28 the expiration of the leave may result in termination.

1 21.6 Definition:

2 Applicable sick leave is sick leave available pursuant to Article 12 of this
3 Agreement.

4 21.7 Parental Leave:

5 A. In instances of parental leave, for the care and custody of the employee's
6 natural or adoptive new born infant, sick leave up to 50% of that available
7 in the pay period prior to the date of birth, or twelve (12) days (whichever
8 is greater), may be taken during the first six weeks following the infants
9 birth.

10 B. Employees receiving parental leave may be required to submit evidence
11 of date of birth, custody, and location of the infant for whom parental leave
12 is sought.

13 FAMILY AND MEDICAL LEAVE:

14 21.8 In compliance with the Federal Family and Medical Leave Act of 1993, a
15 maximum of 12 weeks of Family and Medical Leave without pay in a 12-month
16 period measured forward from January 1 of the current calendar year will be
17 granted as follows for:

18 A. The birth of a child and care for a child following a birth;

19 B. The placement of a child with the employee. A "child" includes a
20 biological, adopted or foster child, stepchild, a legal ward, or a child for
21 whom the employee stands in loco parentis (i.e., in the place of a parent)
22 who is under 18 years of age; or 18 years of age or older and incapable of
23 self care because of a mental or physical disability.

24 C. To care for the spouse, child, or parent of the employee who has a
25 "serious health condition"**. A "parent" means the biological parent of an
26 employee or an individual who stood in loco parentis to an employee
27 when the employee was a son or daughter.

1 D. If the employee is unable to perform his or her own job because of the
2 employee's own serious health condition.

- 3 • Employees with questions about what illnesses are covered by this
4 section of the policy or under the City's sick leave policy are encouraged
5 to consult with the Human Resources Department.
- 6 • Documentation of relationships or illnesses will be required in a timely
7 manner.

8 E. Under this section, leave after the birth or placement of a child must be
9 taken within twelve months after the birth or placement.

10 F. A serious health condition is an illness, injury, impairment, or physical or
11 mental condition that involves:

- 12 (i) inpatient care at a hospital, hospice, or residential medical care
13 facility, or
- 14 (ii) continuing treatment by a health care provider.

15 **CONDITIONS:**

16 21.9 Prior to requesting applicable leave without pay, employees must first exhaust all
17 applicable accrued sick and vacation leave.

18 21.10 Leave without pay will not be considered time worked for purposes of accruing
19 seniority, longevity, vacation, sick or other employee benefits.

20 21.11 If the husband and wife both work for the City, each employee is entitled to a
21 total of 12 weeks of leave during the leave year (defined as the twelve- (12-)
22 month period measured forward from January 1 of the current calendar year). If
23 the leave is to care for a new child (by birth or placement) or to care for a sick
24 child, each employee is entitled to 12 weeks.

25 21.12 A. The employee may take Family and Medical Leave in 12 consecutive
26 weeks, may use the leave intermittently (take a day periodically when
27 needed over the year), or under certain circumstances may use the leave
28 to reduce the workweek or workday, resulting in a reduced-hour schedule.

1 In all cases, the leave may not exceed a total of twelve (12) weeks over a
2 twelve- (12-) month period. However, for the birth, adoption or foster care
3 of a child, the City and the employee must **mutually agree** to the
4 schedule before the employee may take the leave intermittently or work a
5 reduced-hour schedule.

6 B. The City may temporarily transfer an employee to an available alternative
7 position with equivalent pay and benefits if the employee is qualified for
8 the position and if the alternative position would better accommodate the
9 intermittent or reduced schedule.

10 21.13 The employee may be required to report periodically on his/her status and
11 intention to return to work.

12 21.14 The employee's position may be filled by a temporary appointment or
13 assignment of another employee. At the expiration of the leave, the employee
14 shall be reinstated in the position vacated.

15 21.15 Except as provided herein, the employee, upon returning to work from a medical
16 leave must report to Employee Health Services. The employee may be required
17 to submit a written approval from his/her health care provider stating the
18 employee is approved to return to work. The employee may be required to
19 complete a health examination.

20 21.16 A. While the employee is on Family and Medical Leave, the City will continue
21 the employee's health benefits during the leave period at the same level
22 of benefits and under the same conditions as if the employee had
23 continued to work.

24 B. Under current City procedures, an employee on **paid** leave continues to
25 pay the contribution rate via payroll deduction as when an active
26 employee. An employee on **unpaid** Family and Medical Leave continues
27 to pay the contribution as when an active employee. The employee must
28 continue to make this payment either in person or by mail to the City's

1 Risk Management Department. Payment must be received by the last
2 day of the month prior to each month of coverage. If the payment is late,
3 the employee's health care coverage may be dropped for the duration of
4 the leave.

- 5 C. If the employee chooses not to return to work for reasons other than a
6 continuation, recurrence, or onset of a serious health condition or for other
7 circumstances beyond the control of the employee, the City will require
8 the employee to reimburse the City the amount it paid for the employee's
9 health insurance premium during the leave period.

10 ***REVIEW AND READ CAREFULLY THE SECTION ON "PROCEDURES" PRIOR TO**
11 **REQUESTING FAMILY AND MEDICAL LEAVE.**

12 **PERSONAL LEAVE:**

13 21.17 An employee may be granted a Personal Leave without pay for a period of time
14 not to exceed one year, for the following reasons:

- 15 • Health or family related problems not defined within Family and Medical
16 Leave Policy
17 • Education
18 • Military leave not covered under Military Leave Policy
19 • Extenuating personal reasons

20 **CONDITIONS:**

21 21.18 Prior to requesting leave under this section, employees must first exhaust all
22 accrued leave (applicable to the leave requested).

23 21.19 Leave will not be considered time worked for purposes of accruing seniority,
24 longevity, vacation, sick or other employee benefits.

25 21.20 During an employee's approved personal leave without pay, their position may
26 be filled by a temporary appointment, or permanent assignment of another
27 employee. At the expiration of the leave, the employee shall be reinstated to the
28 position vacated if it has not been filled permanently during the leave. If the

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

6 21.21 The employee shall not accept part or full-time employment elsewhere while on
7 leave of absence unless such employment was previously approved and is not
8 conducted during normal working hours.

9 21.22 To return to work the employee must report to Employee Health Services; and,
10 the employee may be required to submit a written approval from his/her health
11 care provider releasing him/her for work. The employee may be required to
12 complete a health examination.

13 21.23 An employee on unpaid personal leave must contact the City of Gainesville's
14 Risk Management Department to obtain a COBRA Notification Form. The
15 COBRA Notification Form outlines the terms and conditions of the Consolidated
16 Omnibus Budget Reconciliation Act, COBRA rates, when payments are due, and
17 where payments are to be mailed. Payment must be received by the last day of
18 the month prior to each month of coverage. If the payment is late, the
19 employee's health care coverage may be dropped for the duration of the leave.

20 *REVIEW AND READ THE SECTION ON "PROCEDURES" PRIOR TO REQUESTING
21 PERSONAL LEAVE.

22
23 **ARTICLE 22**
24 **MILITARY LEAVE**

25 22.1 Active duty.

26 The City will grant a military leave of absence to any employee called to active
27 military service in accordance with applicable law.

28 22.2 Reserve or Guard Annual Training.

1 The City shall grant a military leave of absence with pay to any employee called
2 to temporary active or inactive duty for annual training purposes with the National
3 Guard, or a reserve unit of the United States, or for attending evening or
4 weekend military annual training which conflicts with his/her work schedule.
5 Time off shall be granted for the purpose of attending the annual military training
6 for a period not to exceed seventeen (17) working days in any one calendar
7 year.

8 **22.3. Reserve or Guard Active Military Service (not annual training).**

9 The City shall grant a military leave of absence to any employee called to active
10 military service (not annual training) with the National Guard, or a military reserve
11 unit of the United States. For the purpose of active military service (not annual
12 training) the first thirty (30) calendar days of any such leave of absence shall be
13 with full pay from the City.

14 **22.4 Computing Time Under This Article**

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

19 **22.5 Requests for Military Leave.**

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

25 **22.6 Military Leave Without Pay**

26 In the event military leave is required in excess of the time allowed in paragraphs
27 22.2 and 22.3, the employee may be granted additional leave without pay or

1 he/she may elect to use earned vacation (annual leave). Use of vacation
2 (annual leave) will not be required prior to allowing leave without pay.

3
4 **ARTICLE 23**

5 **JOB VACANCY - PROBATION - PROMOTION**

6 23.1 The following factors shall be considered in selecting employees for promotion:

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

17 B. The results of the promotional assessment process shall be valid for the
18 twenty four (24) months from the posting date of the list of candidates
19 recommended for promotion. Promotional processes may be provided on
20 an annual basis, if so, then the successful candidates will be added to the
21 eligibility list.

22 C. The application of affirmative action principles and goals will apply only to
23 those unit members progressing through the full selection process.

24 D. Length of Service for eligibility for promotion:

25 Corporal 3 years as sworn officer with GPD

26 Sergeant 1 year as corporal with GPD

27 E. The City will allow an employee to apply for promotion to Corporal or
28 Sergeant if he/she is within six (6) credit hours or less of the criteria as

1 stated in the Department Manual, General Order 34.1, dated July 1, 1998.
2 Provided such credit hours are from an accredited institution. If an
3 applicant is within six (6) credit hours and has been placed on an eligibility
4 list and the list has expired and the employee has not met the
5 aforementioned criteria, the employee shall not be eligible to apply for
6 promotion to Corporal or Sergeant until the employee has met the criteria.

7 F. Any employee in a probationary status as a result of a break in service
8 shall not be eligible for promotion to Corporal or Sergeant until they have
9 successfully completed their probationary period.

10 23.2 A. Initial Probation:

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

17 B. Promotional Probation:

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

23
24 **ARTICLE 24**

25 **LAYOFF**

26 24.1 Layoff.

27 In the case of a personnel reduction, the employee with the least seniority shall
28 be laid off first. No new employee shall be hired until the laid-off employee has

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ARTICLE 26
LENGTH OF SERVICE

26.1 Length of Service.

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

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

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

1 **ARTICLE 27**

2 **LIABILITY**

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

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

16 **ARTICLE 28**

17 **HEALTH AND SAFETY**

18
19 28.1 The Employer agrees that it will conform to and comply with laws as to safety
20 and health properly required by federal, state and local law. The City and the
21 FOP will cooperate in the continuing objective of eliminating accidents and health
22 hazards.

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

1
2 **ARTICLE 29**

3 **WAGES**

4 29.1 Effective on the first full pay period in October2001 (retroactive), employees
5 covered by this Agreement being paid within the pay range of their appropriate
6 classification shall receive a general increase of 3.5% in their individual rates of
7 pay and at the same time the pay ranges shall be adjusted as reflected in Exhibit
8 I. Effective on the first full pay period in October2002, employees covered by this
9 agreement being paid within the pay range of their appropriate classifications
10 shall have a general increase of three percent (3%) of their individual rates of
11 pay and at the same time the pay ranges shall be adjusted as reflected in Exhibit
12 I. Effective on the first full pay period in October 2003, employees covered by
13 this agreement being paid within the pay range of their appropriate classifications
14 shall have a general increase of three percent (3%) of their individual rates of
15 pay and at the same time the pay ranges shall be adjusted as reflected in Exhibit
16 I.

17 29.2 Effective October 1, 2001 through September 30, 2002, merit increases within
18 an established pay grade (see attached Exhibit I) shall be at 2½% of the range
19 maximum, limited only by the range maximum based on satisfactory
20 performance. Each employee is entitled to no more than one (1) 2½%-of-range-
21 maximum merit increase during the term of this Agreement.

22 29.3 Effective October 1, 2002, merit increases within an established pay grade (see
23 attached Exhibit I) shall be 2½% of mid-point for those employees at or below
24 mid-point based on satisfactory performance. Merit increases within an
25 established pay grade shall be 2½% of salary for those employees above the
26 mid-point, limited only by the range maximum based on satisfactory
27 performance.

1 29.4 Effective October 1, 2003, merit increases within an established pay grade (see
2 attached Exhibit I) shall be 2½% of mid-point for those employees at or below
3 mid-point based on satisfactory performance. Merit increases within an
4 established pay grade shall be 2½% of salary for those employees above the
5 mid-point, limited only by the range maximum based on satisfactory
6 performance. There shall be no merit increases after the expiration of this
7 Agreement unless and until there is a new Agreement in effect providing for such
8 increases.

9 29.5 A. Promotion.

10 When an employee is promoted, his/her salary shall only be advanced to
11 a rate in the new pay range which would provide at least a five percent
12 (5%) increase in the range from which he/she was promoted. The
13 effective date of the promotion becomes the employee's new evaluation
14 date. An employee's evaluation date shall be the anniversary date of the
15 last salary adjustment.

16 B. Transfer.

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

20 C. Temporary Assignments.

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

24 D. Demotion.

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

1 E. Deferred Retirement Option Program

2 A Consolidated Pension Plan member who has elected to receive
3 Longevity payments rather than general (COLA) increases must, in order
4 to enter and continue to participate in the Deferred Retirement Option
5 Program (DROP), forego receipt of all general (COLA) salary increases
6 effective after the member's entry into the DROP. This member must, in
7 order to enter and continue to participate in the DROP, forego receipt of
8 all merit increases after the member's entry into the DROP to the extent
9 such increase would result in the member's base salary exceeding the top
10 of the salary range of the regular classification he/she was in, as it existed
11 when he/she entered the DROP. Such participants in the DROP remain
12 eligible to receive a promotional increase, but subsequent merit increases
13 would be limited as described above.

14
15 **ARTICLE 30**

16 **SEVERABILITY**

17 30.1 Should any provision of this Agreement be found to be inoperative, void or
18 invalid by a court of competent jurisdiction, all other provisions of this Agreement
19 shall remain in full force and effect for the duration of this Agreement, it being the
20 intention of the parties that no portion of this Agreement or provision herein shall
21 become inoperative or fail by reason of the invalidity of any other portion or
22 provision.

23
24 **ARTICLE 31**

25 **DRUG TESTING**

26 31.1 The City and the Union recognize that substance abuse in our nation and our
27 community exacts staggering costs in both human and economic terms.
28 Substance abuse can be reasonably expected to produce impaired job

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

7 **ARTICLE 32**
8 **PHYSICAL FITNESS**

9 32.1 The FOP will endorse a program which will be developed by a committee which
10 will include a representative of the bargaining unit.
11

12 **ARTICLE 33**
13 **K-9 PERSONNEL**

14 33.1 The canine officers may be placed on a seven (7) day work period, wherein they
15 will work three (3) twelve (12) hour shifts and have four (4) hours of "paid leave"
16 attributed to canine care. The City has the option to return to the fourteen (14)
17 day work period, wherein they will work seven ten (10) hour shifts and have one
18 day of "paid leave" attributed to canine care. The canine care day off would not
19 be considered a scheduled day off for the purposes of the application of Section
20 10.4, extra holiday pay. It would be considered paid leave for the purpose of
21 Section 11.4, employees would be considered off duty on their canine day off for
22 the purposes of Section 11.6, and would be eligible for call-out pay if required to
23 report on their canine day. Absent unusual circumstances, as determined by the
24 Chief of Police, the day of paid leave will be at the beginning or end of each K-9
25 officer's work schedule for the week.

26 33.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19
27 while so assigned. Officers' must live in an area where the canine can be
28 exercised according to Department standards.

1 33.3 K-9 Officers shall be provided with food for the assigned K-9, veterinarian fees
2 and other incidentals in accordance with current practices.
3

4 **ARTICLE 34**

5 **PENSIONS**

6 34.1 Employees covered by this Agreement shall be covered by the City's
7 Consolidated Police Officer and Firefighters Retirement and Disability Plan as
8 set forth by the City of Gainesville's Code of Ordinances, as amended. Minor
9 changes may be made by the City. Minor changes are defined as changes the
10 net effect of which would not require a current or potential increase in the
11 contribution rate or a benefit decrease.

12 34.2 The City will give the Union a copy of such minor change(s) at least thirty (30)
13 days prior to the adoption of such change(s).

14 34.3 A change, or changes, in the Plan, the net effect of which would require a current
15 or potential increase in the contribution rate or a benefit decrease, will not be
16 made by the City until such change or changes have been ratified by parties
17 involved or imposed by the legislative body.

18 34.4 Either party may reopen the negotiations of any pension issues upon sixty (60)
19 days written notice to the other party.
20

21 **ARTICLE 35**

22 **ENTIRE AGREEMENT**

23 35.1 The parties acknowledge that during negotiations which resulted in this
24 Agreement, each had the unlimited right and opportunity to make proposals with
25 respect to subjects or matters not removed by law from the area of collective
26 bargaining. The understandings and agreements arrived at by the parties after
27 the exercise of such right and opportunity are set forth in this Agreement.

1 35.2 The City and the FOP, for the duration of this Agreement, agree that the other
2 shall not be obligated to bargaining collectively with respect to any subject or
3 matter referred to or covered in this Agreement, but may, upon mutual
4 agreement of both the City and the FOP, bargain collectively on any subject or
5 matter not known or contemplated by either or both parties at the time that they
6 negotiated this Agreement.

7 35.3 Except as other wise expressly provided for herein, the terms of this Agreement
8 shall be effective beginning with the first full pay period following ratification by
9 the City Commission.

10 35.4 Should either party desire to terminate, change or modify this Agreement or any
11 portion thereof, they shall notify the other party in writing at least thirty (30) days
12 prior to the expiration of the current Agreement. Such notification shall include
13 the title and section of the Article the party wishes to renegotiate and all other
14 articles will remain in full force and effect from year to year thereafter.
15

1 35.5 Following the sending and receipt of the notice described above, the parties shall
2 follow the procedures contained in the Florida Public Employee Relations Act
3 toward the consummation of a new Agreement.

4 IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of
5 November 2001*.

6
7 THE CITY OF GAINESVILLE,
8 FLORIDA

FRATERNAL ORDER OF POLICE


9
10 
11 _____
12 CITY MANAGER

13 
14 _____
15 STAFF REPRESENTATIVE



16 
17 _____
18 LABOR CHAIRMAN

19 APPROVED AS TO FORM AND LEGALITY:

20 
21 _____
22 City Attorney

23
24 CITY COMMITTEE

25 Lynn McClary, Labor Relations Specialist
26 Lieutenant Ray Weaver

27 FOP COMMITTEE

28 George F. Hachigian, Staff Representative
29 Jeff McAdams, Chairman
30 Larry Seale, Sergeant Representative
Matt Nechodom, Corporal Representative
Scott Ferrel, Officer Representative

* Date ratified by last party.

City of Gainesville
2001 – 2002 Pay Plan
Police – FOP

Effective 10/1/2001

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$28,746.02	\$34,359.31	\$39,972.40
	Hourly	\$13.8202	\$16.5189	\$19.2175
	7323	Police Officer (non-certified)		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$31,506.18	\$38,864.18	\$46,222.18
	Hourly	\$15.1472	\$18.6847	\$22.2222
	7321	Police Officer		

		Minimum	Midpoint	Maximum
Grade P3	Annual Salary	\$35,991.07	\$43,562.06	\$51,133.06
	Hourly	\$17.3034	\$20.9433	\$24.5832
	7313	Police Corporal		

		Minimum	Midpoint	Maximum
Grade P4	Annual Salary	\$39,568.05	\$47,891.58	\$56,215.12
	Hourly	\$19.0231	\$23.0248	\$27.0265
	7331	Police Sergeant		

City of Gainesville
2002 – 2003 Pay Plan
Police – FOP

Effective 10/14/2002

		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Grade P1	Annual Salary	\$29,608.38	\$35,805.33	\$42,002.06
	Hourly	\$14.2348	\$17.2141	\$20.1933
	7323	Police Officer (non-certified)		

		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Grade P2	Annual Salary	\$32,451.33	\$40,510.29	\$48,569.04
	Hourly	\$15.6016	\$19.4761	\$23.3505
	7321	Police Officer		

		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Grade P3	Annual Salary	\$37,070.80	\$45,296.58	\$53,522.14
	Hourly	\$17.8225	\$21.7772	\$25.7318
	7313	Police Corporal		

		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Grade P4	Annual Salary	\$40,755.10	\$49,798.11	\$58,841.12
	Hourly	\$19.5938	\$23.9414	\$28.2890
	7331	Police Sergeant		

City of Gainesville
2003 – 2004 Pay Plan
Police – FOP

Effective 10/13/2003

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$30,496.54	\$36,879.44	\$43,262.13
	Hourly	\$14.6618	\$17.7305	\$20.7991
	7323	Police Officer (non-certified)		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$33,424.77	\$41,725.42	\$50,026.08
	Hourly	\$16.0696	\$20.0603	\$24.0510
	7321	Police Officer		

		Minimum	Midpoint	Maximum
Grade P3	Annual Salary	\$38,182.98	\$46,655.44	\$55,127.90
	Hourly	\$18.3572	\$22.4305	\$26.5038
	7313	Police Corporal		

		Minimum	Midpoint	Maximum
Grade P4	Annual Salary	\$41,977.73	\$51,292.18	\$60,606.42
	Hourly	\$20.1816	\$24.6597	\$29.1377
	7331	Police Sergeant		

Fraternal Order of Police Gator Lodge 67



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

Gainesville Police Labor Council

Representing Sergeants, Corporals & Officers

AUTHORIZATION FOR FOP DUES DEDUCTION

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

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

Print Name

Signature

Social Security Number

Date

Employer/Payroll Information:

Annual dues are \$383.50 per year or \$14.75 per bi-weekly pay period.

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

**FRATERNAL
ORDER OF
POLICE**



**DRUG-FREE
WORKPLACE
PROGRAM**

ADDENDUM A

FRATERNAL ORDER OF POLICE

DRUG-FREE WORKPLACE

PROGRAM

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FRATERNAL ORDER OF POLICE DRUG-FREE WORKPLACE

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, to assure the public and fellow officers that police officers are drug-free and to promote a drug-free working environment, the City of Gainesville, Florida (City) has established this program relating to the use or abuse of alcohol and drugs by its employees. This program is intended to conform to the requirements of the Drug-Free Workplace Program under Florida's Workers' Compensation Law, § 440.101-102, Fla. Stat., and rules promulgated pursuant thereto. Supplemental programs required by federal regulations will be described in addenda hereto. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This program is established in part to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

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

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings relating to various public sector and private sector employees working in safety-sensitive and "special risk" positions throughout inter- and intrastate commerce. At such time as regulatory requirements become applicable to City employees, this program will be altered as and if necessary to conform to the specific requirements of final regulations. Until such time, any additional

1 techniques and procedures shall utilize mechanisms already in use and/or
2 proposed for use by state or federal law and regulation. Prior to making any
3 amendments to this Program, not required by changes to the applicable law
4 (statutes, regulations, case law, etc.) governing Section 440.101-.102, Fla. Stat., or
5 other state or federal requirements, the City shall submit the proposed amendment
6 to certified bargaining representatives of city employees covered by the
7 amendment and shall meet and confer with the certified bargaining representatives
8 concerning the proposed amendment. Provided further, that in the event such
9 amendments would authorize (1) the use of additional testing techniques, (2)
10 testing for additional drugs, or (3) creating additional situations for testing (Section
11 VII) shall be provided to the certified bargaining representatives of the employees
12 covered by the program amendments. The City will bargain over the impact of
13 such amendments if the Certified Bargaining Representative requests such within
14 ten (10) calendar days of being provided with such amendments.
15

16 To the extent that Section 440.101-.102, or the implementing rules issued by the
17 Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are
18 amended, or other statutes and rules requiring drug testing determined to be
19 applicable to City employees are adopted or amended, this Program will be
20 modified without the necessity of further general notice. Amendments to the
21 program issued as a result of the foregoing which would authorize (1) the use of
22 additional testing techniques, (2) testing for additional drugs, or (3) creating
23 additional situations for testing shall be provided to the Certified Bargaining
24 Representatives of the employees covered by the program amendments. The City
25 will bargain over the impact of such amendments if the Certified Bargaining
26 Representative requests such within ten (10) calendar days of being provided with
27 such amendments.
28

29 The City's Drug-Free Workplace Program has been prepared so as not to conflict
30 with public policy and, further, not to be discriminatory or abusive. A drug-free
31 workplace should be the goal of every employer in America. Drug and alcohol
32 testing is only one of the several steps that must be taken to achieve this objective.
33 When incorporated into a comprehensive anti-drug effort, testing can go a long
34 way in combating drug and alcohol abuse in the workplace.
35

36 II. SCOPE

37
38 All employees covered by this program, as a condition of employment, are
39 required to abide by the terms of this program and, as applicable, supplemental
40 programs described in addenda to the City of Gainesville's Drug-Free Workplace
41 Program. Any employee in doubt as to the requirements or procedures applicable
42 to their situations may contact the City's Human Resources Department for
43 information. Consistent with policy determinations and legal requirements, the City

1 shall limit testing to that which is considered necessary to meet the Purpose of this
2 Program.
3

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

- 5
6 A. The City has given a general one-time notice to all employees that the City
7 prohibits its employees from illegally or improperly using, possessing,
8 selling, manufacturing, or distributing drugs on its property, or while its
9 employees are at work; that it is against City policy to report to work or to
10 work under the influence of drugs; and that it is a condition of employment
11 to refrain from using illegal drugs or alcohol on the job, or abusing legal
12 drugs on or off the job such that it affects their job, and that a drug testing
13 program is being implemented. At least sixty (60) days have elapse
14 between the notice and any employee drug testing implemented pursuant
15 to this program.
16
17 B. Prior to testing, all employees or applicants for employment will have been
18 given a summary of the Drug-Free Workplace Program, a summary of the
19 drugs which may alter or affect a drug test, a list of local employee
20 assistance programs and a list of local alcohol and drug rehabilitation
21 programs.
22
23 C. A notice of drug testing will be included with all job vacancy announcements
24 for which drug testing is required. A notice of the City's drug testing
25 program will also be posted in appropriate and conspicuous locations on
26 the City's premises and copies of the program will be made available for
27 inspection during regular business hours in the Human Resources
28 Department.
29

30 **IV. DEFINITIONS**

31
32 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
33 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free
34 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall
35 apply to the words and phrases used in this program unless the context clearly
36 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used
37 in connection with different testing mechanisms, prohibitions or causes for testing,
38 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise
39 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as
40 follows:
41

- 42 (a) "Drug" means alcohol, including a distilled spirit,
43 wine, a malt beverage, or an intoxicating liquor;

1 an amphetamine; a cannabinoid; cocaine;
2 phencyclidine (PCP); a hallucinogen;
3 methaqualone; an opiate; a barbiturate; a
4 benzodiazepine; a synthetic narcotic; a designer
5 drug; or a metabolite of any of the substances
6 listed in this paragraph.

- 7
8 (b) The words fail, failed or failure when used in this
9 policy are based upon a confirmed positive test
10 result reported by the Medical Review Officer
11 (MRO).
12

13 V. ALCOHOL USE PROHIBITIONS

- 14
15 A. The consumption of alcohol on City property or while on duty (during
16 working hours, while at work, etc.) is prohibited and will result in disciplinary
17 action, up to and including dismissal. Exception shall be made for
18 permitted/contractual events attended off duty on City Property and for
19 undercover officers on duty who must drink as a part of the work
20 assignment to maintain undercover status.
21
22 B. Off-duty use of alcohol which adversely affects an employee's job
23 performance or adversely affects or threatens to adversely affect other
24 interests of the City, including but not limited to the employee's relationship
25 to his/her job, fellow workers' reputations, or goodwill in the community may
26 result in disciplinary action up to and including dismissal.
27
28 C. Except as provided herein, the personal possession (i.e., on the person, or
29 in a desk, locker) of alcohol on City property or during working hours will
30 result in disciplinary action, up to and including dismissal.
31
32 D. It is against the City's program and a violation of City policy to report to work
33 or to work under the influence of alcohol.
34
35 E. For purposes of implementing § 440.101-.102, Fla. Stat., an employee is
36 presumed to be under the influence of alcohol if a blood test shows alcohol
37 usage as set forth in the Agency for Health Care Administration (Fla. Admin.
38 Code R 59A-24).
39
40 F. An employee who Management has reason to suspect is under the
41 influence of alcohol will be removed immediately from the workplace and
42 will be tested and evaluated by authorized personnel selected in
43 accordance with this program. The City will take further action (i.e., further
44 testing, referral to counseling, and/or disciplinary action) based on medical

1 information, work history, and other relevant factors. The determination of
2 appropriate action in each case rests solely with the City.

3
4 G. An employee who fails an alcohol test will be subject to an Internal Affairs
5 investigation and disciplinary action. Such disciplinary action may include
6 termination for a first offense, absent mitigating circumstances.

7
8 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the
9 employee to dismissal.

10
11 Refusal is defined as follows:

12
13 Refuse to submit (to an alcohol or controlled substances test) means that
14 an employee:

15
16 (a) fails to provide adequate breath or blood for testing without a valid
17 medical explanation after he or she has received notice of the
18 requirement for alcohol testing; or

19
20 (b) fails to provide adequate urine for controlled substances testing
21 without a valid medical explanation after he or she has received
22 notice of the requirement for urine testing; or

23
24 (c) engages in conduct that clearly obstructs the testing process; or

25
26 (d) refuses to execute the consent or release to testing form(s)
27 constitutes a refusal to submit per 49 CFR 40.25 Section (f)(22)(ii).

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 than
31 24 hours after the arrest, the City management representative having direct
32 administrative responsibility for the arrested employee of the arrest if the
33 incident occurs:

34
35 (a) During working hours, or

36
37 (b) While operating a City vehicle, or

38
39 (c) 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 and may be imposed for a

1 first offense, absent mitigating circumstances. The fact that discipline is
2 imposed for violations of this program will not prevent the imposition of
3 further discipline, including termination, if an employee's certification is
4 suspended or revoked, or otherwise affected in connection with a program
5 violation.
6

7 VI. DRUG USE PROHIBITIONS

- 8
- 9 A. The use, sale, purchase, possession, manufacture, distribution, or
10 dispensation of drugs or their metabolites on City property or while at work
11 (while on duty, during working hours, etc.) is a violation of the City's
12 Program and is just cause for immediate dismissal. Exception shall be
13 made for officers on duty who must, sell, purchase, posses, manufacture,
14 distribute, or dispense drugs or their metabolites as part of the work
15 assignment.
16
- 17 B. Reporting to work, or working, under the influence of illegal drugs is a
18 violation of the City's Program and is just cause for immediate dismissal.
19
- 20 C. An employee who fails a random urine drug test will be subject to an
21 Internal Affairs investigation and disciplinary action. Such disciplinary action
22 may include termination for a first offense, absent mitigating circumstances.
23 If mitigating circumstances warrant the employee being allowed to
24 participate in a last chance agreement, in lieu of being dismissed, the
25 Employee must meet the requirements set forth in paragraph X(D). of this
26 program. Furthermore, such an opportunity will not be available to an
27 employee who has previously participated in an Alcohol/Drug Rehabilitation
28 Program, the City's EAP, or other approved, similar program, as an
29 alternative to dismissal. Employees allowed the rehabilitation opportunity
30 described herein may still receive disciplinary action short of dismissal in
31 addition to required participation in the rehabilitation program. Participation
32 in a treatment program, be it entirely voluntary or pursuant to this section,
33 will not excuse additional violations of this policy, work rule violations,
34 improper conduct, or poor performance and an employee may be
35 disciplined or dismissed for such offenses or failure to perform.
36
- 37 D. For purposes of this program, an employee is presumed to be under the
38 influence of drugs if a urine test or other authorized testing procedure
39 shows drug usage as set forth in the rules for the Agency for Health Care
40 Administration (Fla. Admin. Code R 59A-24).
41
- 42 E. Legal medications (over-the-counter) or prescription drugs may also affect
43 the safety of the employee, fellow employees or members of the public.
44 Therefore, any employee who is taking any over-the-counter medications or

1 prescription drug which might impair safety, performance, or any motor
2 functions shall advise his direct management representative of the possible
3 impairment before reporting to work under the influence of such medication
4 or drug. A failure to do so may result in disciplinary action. If Management,
5 in consultation with Employee Health Services, determines that the
6 impairment does not pose a safety risk, the employee will be permitted to
7 work. Otherwise, management may offer a change in work schedule,
8 temporarily reassign the employee or place the employee in an appropriate
9 leave status during the period of impairment. Improper use of "prescription
10 drugs" is prohibited and may result in disciplinary action. Improper use of
11 prescription drugs includes, but is not limited to, use of multiple
12 prescriptions of identical or interchangeable drugs, and/or consumption of
13 excessive quantities of individual or therapeutically interchangeable drugs,
14 and/or inappropriately prolonged duration of consumption of drugs, and/or
15 consumption of prohibited drugs for other than valid medical purposes. For
16 the purpose of this Program, consumption of any drug by the employee of
17 more than the manufacturer's maximum recommended daily dosage, or for
18 a longer period of time than recommended (unless otherwise prescribed by
19 employee's physician), or of any prohibited drug prescribed for or intended
20 for another individual, or for other than a valid medical purpose shall be
21 construed to constitute improper use. Prescription medication shall be kept
22 in its original container (unless approved in advance by management) if
23 such medication is taken during working hours or on City property.

24
25 F. Refusal to submit to, or efforts to tamper with, a drug test will subject the
26 employee to dismissal.

27
28 Refusal is defined as follows:

29
30 Refuse to submit (to an alcohol or controlled substances test) means that
31 an employee:

- 32
- 33 (a) fails to provide adequate breath or blood for testing without a valid
34 medical explanation after he or she has received notice of the
35 requirement for alcohol testing; or
 - 36
 - 37 (b) fails to provide adequate urine for controlled substances testing
38 without a valid medical explanation after he or she has received
39 notice of the requirement for urine testing; or
 - 40
 - 41 (c) engages in conduct that clearly obstructs the testing process; or
 - 42
 - 43 (d) refuses to execute the consent or release to testing form(s)
44 constitutes a refusal to submit.
 - 45

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

3
4 H. Violations of drug prohibitions can subject an employee to disciplinary
5 action up to and including dismissal and will be imposed for a first offense
6 absent mitigating circumstances. The fact that discipline is imposed for
7 violations of this program will not prevent the imposition of further discipline,
8 including termination, if an employee's certification is suspended or
9 revoked, or otherwise affected in connection with a program violation.
10

11 VII. TESTING

12

13 A. Testing of Applicants

14
15 1. Prior to employment, applicants, whether for temporary or permanent
16 positions, will be tested for the presence of drugs.

17
18 2. Any job applicant who refuses to submit to drug testing, refuses to
19 sign the consent form, fails to appear for testing, tampers with the
20 test, or fails to pass the pre-employment confirmatory drug test will
21 not be hired and, unless otherwise required by law, will be ineligible
22 for hire for a period of at least two (2) years.
23

24 B. Reasonable Suspicion Testing

25
26 1. "Reasonable suspicion testing" means drug testing based on a belief
27 that an employee is using, or has used drugs (including alcohol as
28 defined in paragraph (IV)(a) above) in violation of the City's program,
29 on the basis of specific, contemporaneous, physical, behavioral or
30 performance indicators of probable drug use. It is a belief based on
31 objective facts which could reasonably lead an observer to further
32 investigation.
33

34 Two management representatives shall substantiate and concur in
35 the decision to test said employee, if feasible. Only one
36 management representative need personally investigate or witness
37 the conduct. The management representative(s) and witness(es)
38 shall have received training in the identification of actions,
39 appearance, conduct or odors which are indicative of the use of
40 drugs or alcohol. If a management representative believes
41 reasonable suspicion exists, the management representative shall
42 report his or her findings and observations to the next higher

1 management representative having administrative responsibility for
2 the affected employee. Upon approval by the next higher
3 management representative, the employee will be asked to
4 immediately submit to a drug test(s) and sign a form acknowledging
5 his or her consent. When chemical breath testing for alcohol testing
6 is used, the test may be conducted immediately at the work site or
7 later at the collection site. Factors which substantiate cause to test
8 for drugs shall be documented by the management representative
9 on the Substance Abuse Investigation Report Form (see Attachment
10 II) which must be completed as soon as practicable, but no later than
11 four (4) days after the employee has been tested for drugs. A copy
12 of this report will be given to the employee upon request.

- 13
- 14 2. Each supervisor shall be responsible to determine if reasonable
15 suspicion exists to warrant drug testing and required to document in
16 writing the specific facts, symptoms, or observations which form the
17 basis for such reasonable suspicion. The documentation shall be
18 forwarded to the Department Head or designee to authorize the drug
19 test of an employee.

20

21 The Department Head or designee (who is otherwise safety
22 sensitive) shall require an employee to undergo drug testing if there
23 is reasonable suspicion that the employee is in violation of the City of
24 Gainesville Drug-Free Workplace Program. Circumstances which
25 constitute a basis for determining "reasonable suspicion", individually
26 (except as provided in (g) below) or in combination, may include but
27 are not limited to:

- 28
- 29 a. A Pattern of Abnormal or Erratic Behavior - This includes but
30 is not limited to a single, unexplainable incident of serious
31 abnormal behavior or a pattern of behavior which is radically
32 different from what is normally displayed by the employee or
33 grossly differing from acceptable behavior in the workplace.
- 34
- 35 b. Information Provided by a Reliable and Credible Source - The
36 first line supervisor or another supervisor/manager receives
37 information from a reliable and credible source as determined
38 by the Department Head that an employee is violating the
39 City's Drug-Free Workplace Program.
- 40
- 41 c. Direct Observation of Drug Use - The first-line or another
42 supervisor/manager directly observes an employee using
43 drugs while the employee is on duty. Under these
44 circumstances, a request for drug testing is MANDATORY.
- 45

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- d. Presence of the Physical Symptoms of Drug Use - The supervisor observes physical symptoms that could include but, are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or what is generally associated with common ailments such as colds, sinus, hay fever, diabetes, etc.

9
10
11
12

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

- 13
14
15
16
17
18
- e. Violent or Threatening Behavior - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent or threatening behavior against a fellow employee or a citizen, the Department may request that the employee submit to drug testing;

- 19
20
21
22
23
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27
- f. Violent or Threatening Behavior - Subsequent Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent or threatening behavior against a fellow employee or a citizen, upon a second or subsequent episode of similar behavior/conduct (within eighteen months), the Department shall request that the employee undergo drug testing.

- 28
29
30
31
32
33
34
- g. Absenteeism and/or Tardiness: If an employee has previously received a suspension action for absenteeism or tardiness, a continued poor record (within eighteen months) that warrants a second or subsequent suspension action may result in a request for a drug test. This factor alone will not be cause for testing.

- 35
36
37
- h. Odor: Odor of cannabis or alcoholic beverages upon the person.

- 38
- i. Performance Related Accidents:

- 39
40
41
42
- 1) Each employee whose performance contributed to the accident may be drug tested for both alcohol and drugs based on a and b below.

- 43
44
45
- a) The following are examples of conditions that will require accident-related testing:

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(i) City employee operating a city vehicle at any time, or a non-city vehicle on city business, and involved in an accident that results in a citation for a moving violation, or in any of the consequences described in (ii) below.

(ii) Work related accident resulting in:

(A) property damage estimated to be greater than \$1,000.

(B) death

b) The following may require accident-related testing:

(i) injury to the employee, requiring medical treatment at an off-site (away from the scene of the accident) medical facility other than Employee Health Services. If the injury is of such character as would have been treated at Employee Health Services, but for the unavailability of Employee Health Services, management may waive this requirement. "Unavailability" means occurring at a time other than the hours of operation of Employee Health Service or at such distance from Employee Health Services as to render their use impractical. However, injuries as a result of a training exercise must also be based on one or more reasonable suspicion criteria as listed in a - h above.

(ii) injury to another person. However, injuries as a result of a training exercise or a "use of force" incident must also be based on one or more reasonable suspicion criteria as listed in a - h above.

The management representative having administrative responsibility for the employee involved in the accident shall

1 ensure that a drug test is performed as soon as possible, but
2 no later than 32 hours after the accident, provided that if the
3 employee is a patient, the attending physician has no
4 objections. Post-accident testing may involve breath, blood,
5 and urine.
6

7 Should evidence of alcohol be present, i.e., an odor of
8 alcoholic beverages, open containers, or a statement from a
9 witness confirming alcohol consumption, the management
10 representative must ensure testing is completed as soon as
11 emergency medical care has been provided. An employee
12 shall supply, if requested, an alcohol specimen (breath or
13 blood) within two (2) hours.
14

15 C. Random Testing

- 16 1. Random drug testing will be performed utilizing urine and may be
17 performed in the future utilizing chemical breath or other statutorily
18 required mechanisms (see Section (VIII) (K) below).
19
- 20 2. Employees in safety sensitive or "special risk" positions, including
21 employees whose positions with the City require them to have a
22 commercial drivers license, will be required to submit to drug testing
23 on a random basis. All FOP Bargaining Unit employees are classified
24 as safety sensitive based upon meeting one or more criteria in the
25 Safety Sensitive Positions Definitions and Key attached hereto as
26 Attachment I. A list of job classifications determined to be safety
27 sensitive or "special risk" will be compiled and kept on file in the
28 Human Resources Department. Such list will be periodically
29 updated.
30
- 31 3. For purposes of selection for testing, employees shall be identified
32 only by Social Security Numbers and the selection of employees will
33 be conducted through the use of a random number generator or
34 other neutral selection process.
35
- 36 4. Upon notification by a department head or his/her management
37 designee (who is otherwise safety sensitive) that a drug test is
38 required, the employee will report to the test site as soon as
39 practical, but in no event, later than 24 hours after notification, and
40 provide a specimen of his/her urine. If chemical breath testing, or
41 other reliable mechanisms, as determined by 49 CFR, Part 40 for
42 alcohol testing are used, the test may be conducted immediately at
43 the work site or later at the collection site.
44

1
2 5. Random testing shall be at an annual rate of between twenty-five
3 percent (25%) and fifty percent (50%) of the average number of
4 positions for which testing is required. During the first 12 months of
5 this program, random drug testing: (1) will be spread reasonably
6 throughout the year; and (2) the total number of tests will be equal to
7 at least 25 percent (25%) of the employees subject to testing.
8

9 D. Position Change Testing

10
11 Employees who move into or out of positions in any unit established
12 specifically for narcotics enforcement, e.g., DEA or SIU, as well as the
13 Aviation Unit, as a result of a formal personnel action, shall be required to
14 successfully pass a urine drug test within 48 hours of receiving notification
15 that they have been selected to fill such position. Refusal to submit to or
16 failure to pass this drug test will result in discipline as described in (VI)(F)
17 and (G).
18

19 Testing related to position changes of the type listed above will be the
20 responsibility of the Personnel Unit of the Gainesville Police Department.
21 This Unit will be responsible for identifying and sending these employees for
22 drug testing within 48 hours of the employee being informed of the
23 appointment and prior to the effective date of the position change.
24

25 E. Follow-up Testing

26
27 If an employee, in the course of employment, enters an employee
28 assistance program for drug related problems or a drug rehabilitation
29 program, the employee must submit to a drug test as a follow-up to such
30 program unless such requirement is waived by the City in those cases
31 where the employee voluntarily entered the program. Entrance to a
32 program as a condition of continued employment or when the employee is
33 otherwise faced with the prospect of immediate disciplinary action based
34 upon problems associated with substance abuse shall not be considered
35 voluntary. If follow-up testing is required, it shall be conducted at least once
36 a year for a two-year period after completion of the program. Advance
37 notice of such follow-up testing must not be given to the employee to be
38 tested. Testing undertaken after referral to the EAP as a result of a first
39 violation of the City's Drug Free Workplace Program, Article X, shall satisfy
40 the requirements for follow-up testing. In the case of drivers subject to the
41 commercial motor vehicle addendum, follow-up alcohol testing shall be
42 conducted only when the driver is performing safety-sensitive functions, just

1 before the driver is to perform safety-sensitive functions, or just after the
2 driver has ceased performing safety-sensitive functions.
3

4 **F. Routine Fitness for Duty**

5
6 An employee shall submit to a drug test if the test is conducted as part of a
7 routinely scheduled employee fitness-for-duty medical examination that is
8 required for all members of an employment classification or group. When a
9 routinely scheduled employee fitness-for-duty medical exam is to be
10 included, it shall be subject to collective bargaining, unless such is
11 determined to be applicable to city employees by virtue of statutory or
12 regulatory requirements.
13

14 **G. Additional Testing**

15
16 Additional testing may also be conducted as required by applicable state or
17 federal laws, rules, or regulations, subject to Section I (Purpose) above.
18

19 **H. Refusal to Test**

20
21 Employees who refuse to submit to a blood or urine drug test administered
22 in accordance with this program forfeit their eligibility for all workers'
23 compensation medical and indemnity benefits and will be subject to
24 dismissal. Employees who refuse to submit to a chemical breath test will be
25 subject to dismissal.
26

27 **VIII. TESTING PROCEDURE**
28

29 **A. Tested Substances**

30
31 The City may test for any or all of the following drugs:
32

33 Alcohol

34 Amphetamines (Biphedamine, Desoxyn, Dexedrine)

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

36 Cocaine

37 Phencyclidine (PCP)

38 Methaqualone (Quaalude, Parest, Sopor)

39 Opiates

40 Barbiturates (Phenobarbital, Tuinal, Amytal)

1 Benzodiazophines (Ativan, Azene, Clonopin, Dalmene, Diazepam, Halcion,
2 Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
3 Methadone (Dolophine, Methadose)
4 Propoxyphene (Darvocet, Darvon N, Dolene)
5

6 B. Consent Required

7
8 Job applicants and employees will be asked to sign a Consent To Testing
9 form. Refusal to execute the consent form constitutes a refusal to be
10 tested, and will subject the employee/applicant to dismissal/failure to hire.
11 Execution of the consent to testing form by the employee shall not
12 constitute a waiver of the grievance/arbitration procedures, if applicable.
13

14 C. Designated Laboratory

- 15
16 1. Because of the potential adverse consequences of test results on
17 employees, the City will employ a very accurate testing program.
18 Specimen samples will be analyzed by a highly qualified,
19 independent laboratory which has been selected by the City and
20 certified by the appropriate regulatory agency. The name and
21 address of the certified laboratory currently used by the City is on file
22 with the Manager of Employee Health Services.
23
24 2. The City will submit at least five (5) blind samples per year with at
25 least three (3) samples being blank (drug free).
26

27 D. Notification of Prescription Drug Use

28
29 Applicants and employees will be given an opportunity prior to and after
30 testing to, on a confidential basis, provide any information they consider
31 relevant to the test including listing all drugs they have taken within the
32 immediately preceding 30-day period, including prescribed drugs and to
33 explain the circumstances of the use of those drugs in writing or other
34 relevant medical information on a Drug Use Information form, which
35 information will be furnished to the Medical Review Officer (MRO) in the
36 event of a positive confirmed result. Applicants and employees will also be
37 provided with a notice of the most common medication by brand name or
38 common name, as well as the chemical name which may alter or affect a
39 drug test.
40

1 E. Testing of Injured Employees

2
3 An employee injured at work and required to be tested will be taken to a
4 medical facility for immediate treatment of injury. If the injured employee is
5 not at a designated collection site, the employee will be transported to one
6 as soon as it is medically feasible and specimens will be obtained. If it is
7 not medically feasible to move the injured employee, specimens will be
8 obtained at the treating facility under the procedures set forth in this
9 program and transported to an approved testing laboratory. No specimen
10 will be taken prior to the administration of emergency medical care. An
11 injured employee must authorize release to the City the result of any tests
12 conducted for the purpose of showing the presence of alcohol or drugs as
13 defined by this policy.
14

15 F. Body Specimens

16
17 Urine will be used for the initial test for all drugs except alcohol and for the
18 confirmation of all drugs except alcohol. Blood will be used for the initial
19 and confirmation tests for alcohol for complying with the provisions of § 440-
20 .101-.102, Fla. Stat. Sufficient volume of specimens shall be obtained so
21 as to provide for the necessary number of samples as may be required,
22 depending upon the number of required procedures. Chemical breath
23 testing methods may be utilized in connection with justifying further
24 alcohol/blood tests in instances involving reasonable suspicion, and random
25 (if instituted in the future) testing under this program, but are not required to
26 be first utilized. In the case of injured employees, the physician will have
27 the discretion to determine to not draw a blood sample if such would
28 threaten the health of the injured employee or if the employee has a
29 medical condition unrelated to the accident which may preclude the drawing
30 of the necessary quantity of blood for a testing specimen. Under these
31 circumstances, no inference or presumption of intoxication or impairment
32 will be made for the purposes of § 440.101-.102, but discipline for violation
33 of the Program may be taken based upon observable conduct or conditions
34 and/or the result of other tests, if any.
35

36 G. Cost of Testing

37
38 The City will pay the cost of initial and confirmation drug tests, which it
39 requires of employees and job applicants. An employee or job applicant will
40 pay the cost of any additional drug tests not required by the City. In the
41 event that the City requires the employee's presence at the collection site
42 outside normal working hours as part of the testing process and the

1 employee passes the drug/alcohol test he/she will be compensated (if
2 applicable) for time spent at the collection site, at the appropriate wage rate.
3

4 H. Collection Site, Work Site

- 5
6 1. The City will utilize a collection site designated by an approved
7 laboratory which has all necessary personnel, materials, equipment,
8 facilities, and supervision to provide for the collections, security,
9 chain of custody procedures, temporary storage and shipping or
10 transportation of urine and blood specimens to an approved drug
11 testing laboratory. The City may also utilize a medical facility
12 (designated by the contract laboratory) as a collection site which
13 meets the applicable requirements.
14
- 15 2. The City may require that an employee take a chemical breath test
16 at the Work Site or other City facility.
17
- 18 3. Security of the collection site, chain of custody procedures, privacy of
19 the individual, collection control, integrity and identity of the
20 specimen and transportation of the specimen to the laboratory as
21 applicable will meet state or federal rules and guidelines. Florida
22 Agency for Health Care Administration's CHAIN OF CUSTODY form
23 as amended from time to time, will be used for each employee or job
24 applicant whose blood or urine is tested.
25

26 I. Collection Site, Work Site, Personnel

27
28 A specimen for a drug test will be taken or collected by:

- 29
30 1. A physician, a physician's assistant, a registered professional nurse,
31 a licensed practical nurse, a nurse practitioner, or a certified
32 paramedic who is present at the scene of the accident for the
33 purpose of rendering emergency service or treatment and/or
34 qualified breath alcohol technician as defined in CFR Part 40; or
35
- 36 2. A qualified person employed by a licensed laboratory who has the
37 necessary training and skills for the assigned tasks as described in
38 §440.102 (9) Fla. Stat.
39

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

1 J. Testing Laboratory

- 2
- 3 1. The laboratory used to analyze initial or confirmation drug specimens
- 4 will be licensed or certified by the appropriate regulatory agencies to
- 5 perform such tests. The Agency for Health Care Administration has
- 6 published Drug-Free Workplace Standards (Florida Administrative
- 7 Code, R 59A-24) which shall be followed by laboratories and
- 8 employers for testing procedures required under § 440.101-.102,
- 9 Fla. Stat.
- 10
- 11 2. All laboratory security, chain of custody, transporting and receiving of
- 12 specimens, specimen processing, retesting, storage of specimens,
- 13 instrument calibration and reporting of results will be in accordance
- 14 with applicable state or federal laws and rules established by HCA or
- 15 the U.S. Department of Transportation; to the extent the above
- 16 information is readily reproducible by the lab and not confidential,
- 17 such will be forwarded to the appropriate certified bargaining unit
- 18 representative upon their request and their payment for reproduction
- 19 cost.
- 20
- 21 3. The Medical Review Officer will provide assistance to the employee
- 22 or job applicant for the purpose of interpreting any positive confirmed
- 23 test results.
- 24

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

26

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

28 an enzyme oxidation methodology¹. The following cutoff levels will be used

29 when screening specimens to determine whether they are positive or

30 negative for these drugs or metabolites. All levels equal to or exceeding the

31 following will be reported as positive:

32 Alcohol	.05 g/dl%
33 Amphetamines	1000 ng/ml
34 Cannabinoids	50 ng/ml
35 Cocaine	300 ng/ml
36 Phencyclidine	25 ng/ml
37 Methaqualone	300 ng/ml
38 Opiates	300 ng/ml
39 Barbiturates	300 ng/ml
40 Benzodiazepines	300 ng/ml

¹ Chemical breath testing procedures as described in U.S. Department of Transportation rules (49 CFR, Part 40), may be used, as determined by the City prior to requiring a blood sample in its reasonable suspicion testing program. These results are reported only to the appropriate manager who then determines if further testing under this program is warranted.

	Synthetic Narcotics:	
	Methadone	300 ng/ml
	Propoxyphene	300 ng/ml

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

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

Alcohol	.05 g/dl%
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	150 ng/ml
Opiates	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

M. Comparable Procedures

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

IX. TEST RESULTS

² Cutoff levels used are the same as those found in Florida Administrative Code R59A-24.

1 A. Reporting Results

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

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

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

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

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

1 below.), the laboratory may discard the specimen after 210 days of
2 storage.
3

4 B. Challenges to Test Results

- 5
6 1. Within five (5) working days (Monday thru Friday, 0800 - 1700,
7 except observed/designated holidays) after receiving notice of a
8 confirmed positive test result from the City, the employee or job
9 applicant may submit information to the City explaining or contesting
10 the test results and why the results do not constitute a violation of
11 this program. The employee or job applicant will be notified, in
12 writing, if the explanation or challenge is unsatisfactory to the City.
13 This written explanation will be given to the employee or job
14 applicant within 15 days of receipt of the explanation or challenge,
15 and will include why the employee's or job applicant's explanation is
16 unsatisfactory, along with the report of positive results. All such
17 documentation will be kept confidential and will be retained for at
18 least one (1) year.
19
20 2. Employees may challenge employment decisions made pursuant to
21 this program as may be authorized by the City personnel policy or
22 collective bargaining agreements.
23
24 3. When an employee or job applicant undertakes an administrative or
25 legal challenge to the test results, it shall be the employee's or job
26 applicant's responsibility to notify the City through its Human
27 Resources Director and the laboratory, in writing, of such challenge
28 and such notice shall include reference to the chain of custody
29 specimen identification number. After such notification, the sample
30 shall be retained by the laboratory until final disposition of the case
31 or administrative appeal.
32
33 4. There shall be written procedures for the action to be taken when
34 systems are out of acceptable limits or errors are detected in
35 accordance with 49 CFR, Part 40.
36

37 C. Employee/Applicant Protection

- 38
39 1. During the 180-day period after the employee's or applicant's receipt
40 of the City's written notification of a positive test result, the employee
41 or applicant may request that the City have a portion of the specimen
42 retested, at the employee's or applicant's expense. The retesting
43 must be done at another HCA licensed laboratory. The second

laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the City will be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody for such transfer.

2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee or job applicant.
3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee or job applicant including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.
4. The City will not dismiss, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a MRO.
5. The City will not dismiss, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while in the employ of the City, for a drug-related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol or drug rehabilitation program. This shall not prevent follow-up testing as required by this program (See paragraph (VII)(E) above).

D. Comparable Procedures

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

X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from

1 the EAP or other community resources before drug or alcohol problems
2 lead to disciplinary action. Employees may contact Employee Health
3 Services for the name of the City's EAP.
4

5 B. Information about a self-referred employee's contact with the EAP is
6 confidential and will not be disseminated without the employee's
7 permission. Further, an employee is not subject to discipline solely as a
8 result of a self referral for treatment.
9

10 C. However, use of the EAP or other community resources will not shield the
11 employee from appropriate disciplinary action for violations of the City's
12 Drug-Free Workplace Program if such violations come to the City's attention
13 through other means, including, but not limited to, reports from employees
14 or outsiders, direct observation, or drug testing.
15

16 D. Employees referred to the EAP as a result of a first violation of the City's
17 Drug-Free Workplace Program will be allowed to continue their employment
18 with the City provided they:

- 19 1. contact the EAP and strictly adhere to all the terms of treatment and
20 counseling; and
- 21 2. immediately cease any and all abuse/use of alcohol/drugs; and
- 22 3. consent, in writing, to periodic unannounced testing for a period of
23 up to 60 months after returning to work or completion of any
24 rehabilitation program, whichever is later; and
- 25 4. pass all drug test(s) administered under this program and
- 26 5. The employee and the certified bargaining representative, if any,
27 executes and abides by an agreement describing the required
28 conditions.
29

30
31
32 E. Participation in an employee assistance program or a drug rehabilitation
33 program shall be paid for to the extent authorized under the City's Health
34 insurance plan, whether the particular program is selected by the employee
35 or the City.
36
37
38
39

40 XI. INVESTIGATION

41
42 A. To ensure that illegal drugs and alcohol do not enter or affect the
43 workplace, the City reserves the right to undertake reasonable searches of
44 all vehicles, containers, lockers, or other items on City property in

1 furtherance of this program. Individuals may be requested to display
2 personal property for visual inspection. Exception shall be made for officers
3 on duty who must sell, purchase, possess, manufacture, distribute or
4 dispense drugs, or their metabolites or alcohol as part of the work
5 assignment.

6
7 B. Searches for the purpose described herein will be conducted only where
8 the City has reasonable suspicion that the employee has violated the City's
9 Drug-Free Workplace Program, and that evidence of such misconduct may
10 be found during the search. A substance abuse investigation report shall
11 be completed within twenty-four (24) hours after any search conducted
12 pursuant to this sub-section.

13
14 C. Preventing a premises/vehicle search or refusing to display personal
15 property for visual inspection pursuant to this section will be grounds for
16 disciplinary action up to and including dismissal and/or denial of access to
17 City premises.

18
19 D. Searches of an employee's personal property will take place only in the
20 employee's presence. All searches under this program will occur with the
21 utmost discretion and consideration for the employee involved.

22
23 E. Individuals may be required to empty their pockets, but under no
24 circumstances will an employee be required to remove articles of clothing or
25 be physically searched except by law enforcement personnel having lawful
26 authority to do so.

27
28 F. Because the City's primary concern is for the safety of its employees, the
29 public and their working environment, the City will not normally seek
30 prosecution in matters involving mere possession of illegal substances
31 discovered solely as a result of a reasonable search under this section.
32 However, the City will turn over all confiscated drugs and drug
33 paraphernalia to the proper law enforcement authorities. Further, the City
34 reserves the right to cooperate with or enlist the services of proper law
35 enforcement authorities in the course of any investigation.
36

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

38
39 A. As a condition of employment, each employee obligates himself or herself
40 to notify his or her appropriate management representative of the arrest for
41 any alleged violation of, or conviction under any criminal drug statute,
42 including but not limited to, offenses described in Chapter 316.193, Chapter
43 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate
44 notice required under paragraph (V)(l) of this program, the employee shall

1 give the required notice within 48 working hours of such event. Failure to
2 notify will result in dismissal.

3
4 **B. Arrests:**

5
6 If an employee is arrested on a charge of commission of a drug-related
7 crime, the City will perform a preliminary investigation of all of the facts and
8 circumstances surrounding the alleged offense, and City officials may utilize
9 the drug-testing procedures in accordance with this program. In most
10 cases, the arrest for a drug-related crime, except off-duty alcohol use, will
11 constitute reasonable suspicion of drug use under this program. However,
12 information on drug test results shall not be released or used in any criminal
13 proceeding against the employee. Information released contrary to this
14 section shall be inadmissible as evidence in any such criminal proceeding.
15 In conducting its own investigation the City shall use the following
16 procedures:

17
18 During the preliminary investigation, an employee may be placed on leave
19 with pay, if applicable, or removed from safety sensitive or "special risk"
20 assignments/positions. After the preliminary investigation is completed, but
21 in no event later than 15 days after the employee's department head learns
22 of the arrest, normal personnel procedures shall be implemented.

23 **XIII. CONFIDENTIALITY**

24
25 All information, interviews, reports, statements, memoranda and drug test results,
26 written or otherwise, received by the City as a part of this drug testing program are
27 confidential communications. Unless required by state or federal laws, rules or
28 regulations, the City will not release such information without a written consent
29 form signed voluntarily by the person tested, except when consulting with legal
30 counsel in connection with action brought under or related to § 440.101-.102, Fla.
31 Stat., or when the information is relevant to the City's defense in a civil or
32 administrative matter.

33
34 The provisions of §119.07 to the contrary notwithstanding:

- 35
36 **A.** All information, interviews, reports, statements, memoranda, and drug test
37 results, written or otherwise, received or produced as a result of a drug
38 testing program are confidential communications and may not be used or
39 received in evidence, obtained in discovery, or disclosed in any public or
40 private proceedings, except in accordance with this section or in
41 determining compensability under Chapter 440 Florida Statutes.
42
43 **B.** Employers, laboratories, employees assistance programs, drug and alcohol
44 rehabilitation programs, and their agents who receive or have access to

1 information concerning drug test results shall keep all information
2 confidential. Release of such information under any other circumstances
3 shall be solely pursuant to written consent form signed voluntarily by the
4 person tested, unless such release is compelled by a hearing officer or a
5 court of competent jurisdiction pursuant to an appeal taken under this
6 section, or unless deemed appropriate by a professional or occupational
7 licensing board in a related disciplinary proceeding. The consent form must
8 contain, at a minimum:

- 9
- 10 1. The name of the person who is authorized to obtain the information.
- 11
- 12 2. The purpose of the disclosure.
- 13
- 14 3. The precise information to be disclosed.
- 15
- 16 4. The duration of the consent.
- 17
- 18 5. The signature of the person authorizing release of the information.
- 19

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

24

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

30

31 **XIV. RECORDS AND TRAINING**

32

33 **A. Resource File**

34

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

1 addresses, and telephone numbers of employee assistance programs and
2 local alcohol and drug rehabilitation programs to employees and applicants.
3

4 B. Individual Test Results

- 5
6 1. The MRO shall be the sole custodian of individual positive test
7 results.
8
9 2. The MRO shall retain the reports of individual positive test results for
10 a period of two (2) years.
11
12 3. The City shall keep confidential and retain for at least one (1) year an
13 employee's challenge or explanation of a positive test result, the
14 City's response thereto, and the report of positive result.
15
16 4. The City shall keep all negative test results for two (2) years.
17

18 C. General Records of the City

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

30 D. Drug Training Program

- 31
32 1. The City shall establish and maintain a Drug Training Program. The
33 Program shall, at a minimum, include the following:
34
35 a. A written statement on file and available for inspection at its
36 Human Resources Department outlining the Program.
37
38 b. At least an annual educational and training component for
39 employees which addresses drugs. and
40
41 c. An educational and training component for all supervisory and
42 managerial personnel which addresses drugs.

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- 2. The educational and training components described in paragraphs (D)(1)(b) and (D)(1)(c) above shall include the following:
 - a. The effects and consequences of drug use on personal health, safety and work environment.
 - b. The manifestations and behavioral changes that may indicate drug use or abuse. and
 - c. Documentation of training given to employees, supervisory and management personnel.

14 E. Comparable Procedures

15
16 To the extent allowed by law and regulation, the City shall utilize 49 CFR,
17 Part 40 procedures for workplace drug testing programs in lieu of the
18 comparable procedures described herein, or incorporated by reference,
19 when such comparable procedures are based upon the requirements of
20 Fla. Admin. Code R. 59A-24.

**SAFETY SENSITIVE POSITION
DEFINITIONS AND KEY**

ABBREVIATION	DEFINITION
<i>DISPATCH OF VEH.</i>	<i>RESPONSIBILITY FOR DISPATCH OF EMERGENCY VEHICLES (EITHER EMERGENCY RESPONSE/PUBLIC SAFETY VEHICLES OR OTHER VEHICLES IN EMERGENCY SITUATIONS).</i>
<i>MAINT OF VEH.</i>	<i>MAINTENANCE OF THE TYPE AND KIND THAT IF PERFORMED IMPROPERLY COULD RESULT IN DANGER TO THE OCCUPANTS/USERS OR OTHER EMPLOYEES OR MEMBERS OF THE PUBLIC NEAR THE VEHICLE/EQUIPMENT.</i>
<i>CHAUF. OTHER EMPLOY</i>	<i>CHAUFFEUR OTHER EMPLOYEES AS PART OF ASSIGNED DUTIES.</i>
<i>HANDLE HAZARDOUS MATERIALS OR EQUIP (INCLUDES GUNS & OTHER SAFETY EQUIPMENT)</i>	<i>TRANSPORTS, MIXES, HANDLES, USES HAZARDOUS MATERIALS, OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.</i>
<i>CDL LIC</i>	<i>REQUIRED TO OPERATE CDL CLASSIFIED VEHICLES.</i>
<i>SUPV CHILDREN</i>	<i>SUPERVISE CHILDREN OR RESPONSIBLE FOR THE SECURITY OF CHILDREN.</i>
<i>OPER. LRG. EQUIP.</i>	<i>REQUIRED TO OPERATE LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT.</i>
<i>GUARDS SAFETY OF WORKERS AND/OR PUBLIC</i>	<i>GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC.</i>
<i>IMMDT MGMT RISK</i>	<i>DUTIES REQUIRE DRUG PREVENTION-FOREKNOWLEDGE OF IDENTITIES OF INDIVIDUALS TO BE TESTED.</i>
<i>SPECIAL LICENSE</i>	<i>ANY POSITION THAT REQUIRES SPECIALIZED LICENSING BY CITY, STATE, OR FEDERAL LAW OR REGULATION WHICH INVOLVES ADDITIONAL MEDICAL AND/OR BACKGROUND INVESTIGATIONS. THE EXISTENCE OF A SPECIAL LICENSE REQUIREMENT MAY BE USED FOR THE PURPOSE OF SUPPORTING A SAFETY-SENSITIVE DESIGNATION BUT SHALL</i>

	<i>NOT BE SUFFICIENT IN AND OF ITSELF REQUIRE A SAFETY-SENSITIVE DESIGNATION.</i>
<i>ENFORCE DRUG POLICY</i>	<i>REQUIRED TO ENFORCE DRUG POLICY (INTERDICTION AND DISCIPLINE).</i>
<i>SYSTEMS OPER.</i>	<i>DESIGN, CONSTRUCTION, MAINTENANCE, INSPECTION & OPERATION OF SYSTEMS CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES OR REGULATES, MAINTAINS, REPAIRS TRAFFIC SIGNAL DEVICES.</i>
<i>SUPV/SAFETY SENSITIVE POSITION</i>	<i>ANYONE WHO DIRECTLY SUPERVISES A SAFETY SENSITIVE POSITION.</i>
<i>ACCESS/CRIMINAL INVEST. INFO</i>	<i>REQUIRED TO WORK WITH OR HAVE ACCESS TO INFORMATION OR DOCUMENTS PERTAINING TO CRIMINAL INVESTIGATIONS.</i>
<i>EMERGENCY RESPONSE REQUIRED</i>	<i>REQUIRED TO RESPOND UNDER EMERGENCY CONDITIONS.</i>
<i>OTHER</i>	<i>A POSITION IN WHICH A MOMENTARY LAPSE IN ATTENTION COULD RESULT IN INJURY OR DEATH TO ANOTHER PERSON.</i>

CONFIDENTIAL
SUBSTANCE ABUSE INVESTIGATION REPORT

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

Date observed:
Time observed:
Employee Name:
Employee Social Security Number:

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

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

REASONABLE SUSPICION FOR: ALCOHOL CONTROLLED SUBSTANCES

APPEARANCE:

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

Description:

BEHAVIOR:

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

Description:

BODY ODORS:

OTHER OBSERVATIONS FOR REASONABLE SUSPICION:

Designated Management Representative

Preparation Date/Time

Designated Management Representative

Preparation Date/Time

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