

**LEGISLATIVE FILE**  
**#120637A**

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

**EFFECTIVE: OCTOBER 1, ~~2009-2012~~ - SEPTEMBER 30,**  
**~~2012~~2015**

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1 **PREAMBLE**

2 **THIS AGREEMENT** is entered into by the City of Gainesville, hereinafter  
3 referred to as the "Public Employer" or "City", and Local No. 1579 Amalgamated Transit  
4 Union, hereinafter referred to as the "Union", on this 1<sup>st</sup> day of October ~~2009~~2012.

5  
6 WITNESSETH:

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

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

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

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

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

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

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

10

11

1 **ARTICLE 1**

2 **PURPOSE AND INTENT**

3 1.1 The following Agreement between the City and the Union is recorded in  
4 written form to meet the requirements set forth in Chapter 447 of the State  
5 Statutes, specifically Section 447.203(14), which requires the execution of a  
6 written contract with respect to agreements reached.

7 1.2 This Agreement is designed to provide for a fair and equitable procedure for  
8 the resolution of contractual differences in accordance with the grievance  
9 procedure specified herein.

10 1.3 It is the intent and purpose of this Agreement to set forth herein basic and  
11 full agreement between the parties concerning specified terms and  
12 conditions of employment consistent with the availability of public funds.

13  
14 **ARTICLE 2**

15 **UNION RECOGNITION**

16 2.1 The City recognizes the Union as the collective bargaining agent of all  
17 probationary, regular full-time and regular part-time non-supervisory  
18 employees of the City's Regional Transit System with the classifications  
19 listed in Exhibit A attached hereto except:

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

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



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

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

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

15 **ARTICLE 3**

16 **UNION SECURITY AND CHECK OFF**

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

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

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

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

11 3.4 The Union agrees to indemnify, defend and hold the City harmless against  
12 any and all claims, suits, orders or judgments brought or issued against the  
13 City as a result of any action taken or not taken by the City under the  
14 provisions of this Article.  
15

16 **ARTICLE 4**

17 **MANAGEMENT SECURITY**

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

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

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

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

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

1 **ARTICLE 5**

2 **MANAGEMENT RIGHTS**

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

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

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

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

7  
8 **ARTICLE 6**

9 **UNION STEWARDS & UNION ACTIVITY**

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

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

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

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

1 6.5 While on sick leave, PCLB, unscheduled PTO, vacation in lieu of sick leave  
2 or leave without pay for disciplinary reasons, no employee shall function as  
3 a Union officer or steward on City property. Employees who violate this  
4 section while on sick or unscheduled leave shall not be eligible to receive  
5 pay for the time off.

6 6.6 The investigation, handling, or adjustment of grievances shall be conducted  
7 by employees and/or Union officers and stewards during non-working  
8 hours. Union stewards shall not exceed five (5) in number. If grievance  
9 matters must be attended to during regular working hours, Union stewards  
10 may be allowed to conduct such business without loss of straight time pay  
11 or benefits by using Union pool time, provided:

12 A. A written request for use of Union pool time is submitted to the  
13 immediate supervisor for department head approval in advance of  
14 time off.

15 B. It shall be the Union's responsibility to supply, to the City, a Union  
16 Time Pool Authorization form which includes the name of the  
17 employee and the hours of vacation time donated by the employee  
18 to the pool. The form must be signed by the employee donating  
19 time. Time donations may be made at any time and shall be in  
20 increments of not less than one (1) hour nor more than forty-eight  
21 (48) hours. Time pool hours may be drawn upon at the discretion of  
22 the Union in increments of at least one (1) hour.

23 C. Charges against the Union business time pool shall only be made  
24 when approved by the President of the Union. If the Union time pool  
25 shall become depleted, anyone engaging in Union activities during  
26 his/her working hours shall do so without pay, unless otherwise  
27 provided in this Agreement.

28 D. A record of all time donated and drawn against the above pool shall  
29 be kept by Regional Transit and the Union. The Union shall  
30 indemnify, defend, and hold the City harmless against any and all  
31 claims made and against any suits instituted against the City on

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

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

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

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

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

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

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

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

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

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

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

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

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

18  
19 **ARTICLE 7**

20 **PROBLEM AND COMPLAINT RESOLUTION**

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

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



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

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

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

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

16  
17 **ARTICLE 8**

18 **GRIEVANCE PROCEDURE**

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

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

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

8 8.3 Rules for Grievance Processing:

9 It is agreed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4  
5 **ARTICLE 9**

6 **NON-DISCRIMINATION**

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

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

21  
22 **ARTICLE 10**

23 **DISCHARGE AND DISCIPLINE**

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

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



1 | Policy Number ~~49E-3~~, and discharge cases which the overall disciplinary  
2 record of the employee may be taken into consideration.

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

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

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

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

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

22  
23 **ARTICLE 11**

24 **DESIGNATED LEAVE SYSTEM**

25 11.1 Effective the first full pay period next following October 1, 2000, Regular  
26 and probationary full-time employees hired prior to 10/01/00 who are  
27 covered by this Agreement and have not elected the Paid Time Off (PTO)  
28 option shall accrue vacation (annual leave) based on their leave  
29 progression date and shall be limited to the following schedule:  
30

1

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

3

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

6 11.2

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

<b>Years of Continuous Service</b>	<b>Maximum Hours</b>
1 to 5 years (1 mo. thru 59 mos.)	160
5 to 10 years (60 mos. thru 119 mos.)	192
10 to 20 years (120 mos. thru 230 mos.)	240
20 or more years (240 mos. more)	240

11

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

- 1 11.3 Vacation (annual leave) shall continue to accrue during periods of absence  
2 in which the employee is in pay status (including that period in which  
3 employee is receiving workers' compensation payments from the City).
- 4 11.4 Vacation (annual leave) may be taken with Transit Director or designee  
5 approval and use of vacation (annual leave) will be in quantities of not less  
6 than one hour, unless otherwise approved by the Transit Director or  
7 designee, or a family emergency arises. Other than as provided in Section  
8 11.12, scheduling of vacations (annual leave) shall be based upon the  
9 availability of manpower at straight time rates as determined by the City and  
10 notification for vacation (annual leave) approval must be made at least four  
11 (4) days in advance of being taken or as approved by the Transit Director or  
12 designee in his/her sole discretion for extenuating circumstances.
- 13 11.5 Should a holiday occur during an employee's vacation (annual leave), that  
14 day shall be charged as a holiday.
- 15 11.6 Employees shall not be paid for vacation (annual leave) earned in lieu of  
16 taking a vacation (annual leave). The only time employees may be paid for  
17 accrued vacation (annual leave) is upon termination.
- 18 11.7 Vacation (annual leave) shall not be granted in advance of being earned. If  
19 an employee has insufficient vacation (annual leave) credit to cover a  
20 vacation (annual leave), the employee shall be in a no pay status.
- 21 11.8 Employees who are transferred from one department to another shall have  
22 their vacation (annual leave) credits transferred with them.
- 23 11.9 Upon termination of employment, the employee shall be entitled to  
24 compensation for any earned but unused vacation (annual leave) to his/her  
25 credit at the time of termination at the employee's normal straight time rate  
26 of pay as set forth in the salary schedule – Exhibit A. This does not apply to  
27 employees on their initial probation. The employee's official termination  
28 date shall be the last day of active employment, and shall not be extended  
29 due to payment for unused vacation (annual leave) time.
- 30 11.10 If an employee is called back to work during his vacation (annual leave)  
31 period, the employee shall be allowed to reschedule, with special

1 consideration, any vacation (annual leave) time lost as a result of the call  
2 back.

3 11.11 In the event of the death of an employee, all compensation due to the  
4 employee as of the effective date of death shall be paid to the beneficiary,  
5 surviving spouse, or to the estate of the employee as determined by law or  
6 by executed forms in his/her personnel folder.

7 11.12 Selection of Vacations (annual leave): Schedules of the available vacation  
8 (annual leave) periods for the next calendar year, up to fifty (50) weeks of  
9 each year, will be posted by November 15th of the preceding year. The  
10 weeks excluded from the vacation (annual leave) schedule include one (1)  
11 week at the University of Florida (UF) Spring break and one (1) week at the  
12 UF Summer break. The bidding of vacation (annual leave) periods must be  
13 completed by December 31st of the preceding year. Vacations (annual  
14 leave) will be bid in each classification by seniority and the number of  
15 employees permitted to take vacation (annual leave) at any one time will be  
16 based upon operational considerations.

17 Vacation (annual leave) periods once bid cannot be changed or exchanged  
18 by the City unless the Transit Director or his/her designee reasonably  
19 requires such because of operational requirements beyond the  
20 Department's control. An employee may request to change or exchange  
21 bidded vacation (annual leave) time, provided such request, if granted, does  
22 not unduly inconvenience the City and operational considerations permit the  
23 granting of such requests. Such requests to change or exchange bidded  
24 vacation (annual leave) time shall be considered in the order in which they  
25 are submitted in writing to the Transit Director or designee.

26 Seniority is an employee's length of continuous service with the County's  
27 Transit Department, if applicable, added to the employee's continuous  
28 service in the City's Transit Department.

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

1 SICK LEAVE

2 11.13 Regular and probationary full-time employees hired prior to 10/1/00 who are  
3 covered by this agreement and have not elected the Paid Time Off (PTO)  
4 option shall accrue sick leave based on their leave progression date and  
5 shall be limited to the following schedule:

6 A. Employees will earn sick leave at the rate of forty-eight (48) hours  
7 annually until their second anniversary. After two (2) years of  
8 service, employees will earn sick leave at the rate of seventy-two  
9 (72) hours annually, and after four (4) years of service, ninety-six  
10 (96) hours annually. Sick leave shall be accrued on a monthly basis  
11 in increments of four (4) hours, six (6) hours, or eight (8) hours per  
12 month, as applicable, dependent upon length of service as set forth  
13 above.

14 B. Regular part-time employees shall earn sick leave of one-half (½) the  
15 amount as set forth in Section 11.13(A), except that regular part-time  
16 employees who work at least thirty-five (35) hours per week shall  
17 accrue full sick leave benefits.

18 11.14 Sick leave will be granted and paid at the employee's regular straight time  
19 hourly rate upon approval of the Transit Director, or his/her designee for the  
20 following reasons:

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

24 B. For personal medical and dental appointments.  
25 Provided that when sick leave is used for the above where the  
26 employee is not incapacitated, he/she shall return to duty upon  
27 completion of the appointment as determined by the employee's  
28 attending physician. In an incident of such sickness, a doctor's  
29 statement may be required.

30 C. For absence due to a compensable injury arising out of the course of  
31 City employment (employee may request the Transit Director, or

1 his/her designee, to allow him/her to remain on full pay for the period  
2 which can be covered by sick leave balance when prorated with the  
3 amount being paid by compensation).

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

18 11.15 A. All employees are required to notify the designated supervisor as  
19 early as possible (no later than forty-five (45) minutes prior to a shift  
20 beginning before 12:00 noon and two (2) hours prior to a shift  
21 beginning on or after 12:00 noon) when he/she is unable to report for  
22 work because of illness or injury, giving reason for absence.  
23 Employees failing to comply with this provision shall not be allowed  
24 to charge their absence to sick leave unless waived by the Transit  
25 Director. Operators must notify the appropriate supervisor of their  
26 intent to return to work after any absence due to illness, by 12:00  
27 p.m. the day before their return to work. Failure to provide such  
28 notice may result in the employee being refused work. Sick leave  
29 will not be granted for any sickness, injury or disability arising from a  
30 felonious act on the part of employee. Sick leave will be charged  
31 only against any employee's regular workday and shall not be

1 charged for absences on overtime or stand-by time. It shall be the  
2 mutual obligation of the City and the Union to cooperate with each  
3 other to prevent abuse of sick leave.

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

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

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

28 11.16 An employee absent for three (3) or more consecutive workdays shall be  
29 required to report to Employee Health Services prior to returning to work to  
30 verify that the employee is fit to work. An employee shall remain in sick  
31 leave status until he/she is released by Employee Health Services and

1 reports to his/her work site. This provision may be waived temporarily by  
2 Management for employees returning to work anytime that Employee  
3 Health Services is not open, except in cases of injury in which this  
4 provision shall apply. Such absence shall require a doctor's written

5 statement of diagnosis verifying illness or injury which will be turned in to  
6 Employee Health Services, or a similar statement from the City's  
7 Occupational Health Nurse which will be turned in to the appropriate  
8 supervisor, or sick leave will not be allowed. A doctor's written statement of  
9 diagnosis verifying illness or injury of less than three (3) consecutive days  
10 shall be required by the City in cases of frequent use of sick leave or when  
11 the pattern of sick leave usage indicates potential abuse of sick leave  
12 privileges. If this doctor's statement is to be required on a continual basis,  
13 the employee shall be so notified, in writing, prior to the imposition of such  
14 requirement. The duration of each such requirement shall not exceed one  
15 (1) year. A copy of such notice shall be placed in the employee's master  
16 personnel file. The employee may be required by the Transit Director, or  
17 his/her designee, to obtain a written statement of diagnosis verifying illness  
18 or injury from the City's doctors prior to returning to work. Expenses of  
19 obtaining a statement from the City's doctor shall be borne by the City.  
20 Expenses of a doctor other than the City's doctor, if any, resulting from  
21 verification of illness or injury, shall be the responsibility of the employee.

22 11.17 Sick leave may not be charged in increments of less than one (1) hour  
23 without prior approval by the Transit Director or his/her designee. Sick  
24 leave shall not be granted in advance of being earned. When an employee  
25 has insufficient sick leave credit to cover a period of absence, vacation  
26 (annual leave) will be used and, if none is available, the employee shall be  
27 in a no pay status.

28 11.18 Should a holiday occur during an employee's sickness, the sick day shall be  
29 charged as a holiday.

30 11.19 Sick leave shall accrue during a period of absence on which the employee  
31 is in pay status.



1 11.20 Employees who are transferred from one department to another shall have  
2 their sick leave credits transferred with them.

3 11.21 The sick leave incentive award will be given by the City to employees who  
4 use little or no sick leave during a period of one (1) year. Eligibility for the  
5 incentive award shall be based on:

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

9 11.22 The incentive award will be credited to an employee's accrued vacation  
10 (annual leave) and may be used as set forth in Article 11. The incentive  
11 award is computed on the following basis for each year of eligibility.

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

## 13 **ARTICLE 12**

### 14 **PAID TIME OFF LEAVE (PTO) SYSTEM**

15  
16 12.1 All regular and probationary full-time and part-time employees covered by  
17 this agreement hired on or after 10/1/2000 or who enter the Deferred  
18 Retirement Option Program (DROP) on or after 10/1/06, are automatically  
19 covered by this article. In addition, any regular or probationary full-time  
20 and part-time employee hired prior to 10/1/2000 and any employee  
21 currently in the DROP who make a one-time irrevocable election to select  
22 this leave system is also covered by this article rather than Article 11.

23 12.2 Paid Time Off (PTO) is a single leave bank system that combines earned  
24 vacation time (annual leave), earned sick time and optional holidays. This  
25 system does not include City-designated holidays; nor does it include any  
26 event-based leave which may be additionally authorized based on the  
27 occurrence of specific events.

28 12.3 Transition Plan for Employees Hired Prior to October 1, 2000 who elect to

1 move to the PTO System and for any employee who enters the DROP on  
2 or after October 1, 2006:

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

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

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

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

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

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

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

1 12.4 Annual Accrual Rates:

<b>Years of Continuous Service</b>	<b>Rate of Accrual Per Pay Period</b>
0 to 5 years (1 mo. thru 59 mos.)	6 Hours 10 Minutes
5 to 10 years (60 mos. thru 119 mos.)	7 Hours 42 Minutes
10 to 15 years (120 mos. thru 179 mos.)	8 Hours 37 Minutes
15 to 20 years (180 mos. thru 239 mos.)	9 Hours 14 Minutes
20 to 25 years (240 mos. thru 299 mos.)	10 Hours 28 Minutes
25 years or more (300 mos. or more)	10 Hours 47 Minutes

15

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

20 12.6 Selection of Vacations:

21 Schedules of the available vacation periods for the next calendar year, up  
22 to fifty (50) weeks each year, will be posted by November 15<sup>th</sup> of the  
23 preceding year. The weeks excluded from the vacation schedule include  
24 one (1) week at the University of Florida (UF) Spring break and one (1)  
25 week at the UF Summer break. The bidding of vacation periods must be  
26 completed by December 31<sup>st</sup> of the preceding year. Vacations will be bid  
27 in each classification by seniority and the number of employees permitted  
28 to take vacation at any one time will be based upon operational  
29 considerations.

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

1 operational considerations permit the granting of such request. Such  
2 requests to change or exchange bidded vacation time shall be considered  
3 in the order in which they are submitted in writing to the Transit Director or  
4 designee.

5 Seniority is an employee's length of continuous service with the County's  
6 Transit Department, if applicable, added to the employee's continuous  
7 service in the City's Transit Department.

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

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

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

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

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

1 12.9 For purposes of overtime, scheduled PTO leave will be counted as hours  
2 worked and PCLB or unscheduled PTO leave will not be counted as hours  
3 worked.

4 12.10 Maximum Accrual (Carryover Cap):

5 Carryover of accrued PTO is permitted as follows:

<b>Years of Continuous Service</b>	<b>Carryover Permitted</b>
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

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

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

19 12.12 Personal Critical Leave Bank (PCLB):

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

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

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

16 12.14 ~~A. Employees in the General Employees Pension Plan may use the~~  
17 ~~balance of their~~Any unused PCLB credits earned on or before September  
18 30, 2012 shall be credited as additional service credit for determining  
19 pension ~~benefits~~credit at retirement. No cash payment for unused PCLB  
20 hours will be allowed at retirement, resignation or termination.

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

28 12.15 There is unlimited accumulation of time in the PCLB.

29 12.16 Effective January 1, 2009 an employee may transfer any number of PTO  
30 leave hours (in one hour increments) to a PCLB account at any time and  
31 may enroll in recurring contributions (on a bi-weekly basis) during Open

1 Enrollment each year beginning in October 2009.

2 12.17

3 A. In addition, provided the employee has accumulated 240 hours in a  
4 PCLB at their leave progression date, the employee will be  
5 permitted to convert up to forty (40) hours of PTO to cash on  
6 his/her anniversary date (leave progression date) to be paid via  
7 payroll check. Hours converted to cash will not be included in the  
8 pension base nor used for final average earnings calculations.

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

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

23 12.18

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

32 12.19

Donations to other employees:

An employee may donate time from accrued PTO leave credits to another



1 employee for whom a leave donation fund has been established in  
2 accordance with City policy. This option does not necessarily have to  
3 occur at the employee's anniversary date (leave progression date), but  
4 rather whenever an eligible leave bank is established. No minimum PCLB  
5 balance is required for donations of PTO to a leave donation bank.

6  
7 **ARTICLE 13**  
8 **HOLIDAYS**

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

- 15 New Year's Day .....Observance Date
- 16
- 17 Martin Luther King, Jr.'s Birthday.....Observance Date
- 18
- 19 Memorial Day..... Last Monday in May
- 20
- 21 Independence Day . .....Observance Date
- 22
- 23 Labor Day .... .....First Monday in September
- 24 Veterans' Day .....Observance Date
- 25
- 26
- 27 Thanksgiving Day ... .....Fourth Thursday in November
- 28
- 29 Day After Thanksgiving.....Friday after Thanksgiving
- 30
- 31 Christmas Day .....Observance Date
- 32
- 33 Christmas Eve .....Observance Date
- 34

35 13.2 Regular part-time employees who do not work on the holiday are entitled to  
36 four (4) hours holiday pay for each holiday provided they were in a pay  
37 status or on call/stand-by for a full day on his/her assigned workdays  
38 immediately before and after the day on which the holiday is observed.

1 Regular part-time employees working thirty-five (35) or more hours in the  
2 week that the holiday falls within shall be entitled to eight (8) hours holiday  
3 pay if in a pay status for a full day on his/her assigned workdays  
4 immediately before and after the day on which the holiday is observed.

5 13.3 To be eligible for a paid holiday, an employee must be in a pay status for a  
6 full day on his/her assigned workday immediately before and after the day  
7 on which the holiday is observed. Employees who report late for work on  
8 the day before or after a holiday may use their accrued PTOU or Vacation  
9 Leave (unscheduled), if available, and will lose double the time they were  
10 late from their holiday pay. These requirements may be waived by the  
11 Transit Director or designee (in his/her sole discretion) in cases of late  
12 reports or situations of extenuating circumstances. However, time will still  
13 be charged to Leave Without Pay (LWOP) if no leave time is available.

14 13.4 Whenever an observed holiday occurs on an employee's scheduled day off  
15 and the employee does not work thereon, the employee shall receive eight  
16 (8) hours at their straight time hourly rate of pay for the holiday. Part-time  
17 employees are handled in accordance with Section 13.2.

18 13.5 Work on a holiday falling on an employee's regularly scheduled workday  
19 shall be paid for the hours worked at the straight time hourly rate of pay. In  
20 addition, the employee shall be entitled to holiday pay that is equal to  
21 his/her regular bidded run for the day the holiday is observed.

22 13.6 Should an employee be required to work on a holiday falling on his/her day  
23 off, the employee shall be paid for the hours worked plus eight (8) hours at  
24 the straight time hourly rate of pay for the holiday. Part-time employees are  
25 handled in accordance with Section 13.2.

26 13.7 Failure to report for work on a holiday after having been scheduled or  
27 requested to work on such holiday, shall be just cause for denial of holiday  
28 pay.

29 13.8 Should a holiday occur during an employee's sickness, the sick day shall be  
30 charged as a holiday.

31

1 **ARTICLE 14**

2 **HOURS OF WORK AND OVERTIME PAYMENT**

3 14.1 The provisions of this Article are intended to provide a basis for determining  
4 the number of hours of work for which an employee shall be entitled to be  
5 paid at overtime rates and shall not be construed as a guarantee to such  
6 employee of any specified number of hours of work either per day or per  
7 week or as limiting the right of the City to fix the number of hours of work  
8 (including overtime) either per day or per week for such employee.  
9 Departmental Management will establish the basic workweek and hours of  
10 work best suited to meet the needs of the department and to provide  
11 superior service to the community. Except where an emergency situation  
12 exists, before the City changes its policy involving the basic workweek and  
13 hours of work, where such policy change amounts to a significant deviation  
14 from past practice, the City will notify the Union and offer the Union an  
15 opportunity to discuss the proposed change.

- 16 14.2 A. The workweek shall consist of four (4) or five (5) days within a period  
17 of seven (7) consecutive days for all employees except for part-time  
18 employees who may be assigned work according to the needs of the  
19 Department.
- 20 B. The normal workweek for office clerical and maintenance shall  
21 consist of forty (40) hours per week. The normal workday shall  
22 consist of eight (8) or ten (10) hour shifts as near as possible,  
23 exclusive of the lunch period, within a twenty-four (24) hour period.
- 24 C. Regular Transit Operators who work a regular bidded run shall be  
25 paid at least forty (40) hours of pay for such workweek provided they  
26 fulfill all required work assignments during the entire workweek.
- 27 D. All operators whose routes are affected by campus breaks and who  
28 make themselves available to work open work during campus breaks  
29 shall be paid at least forty (40) hours of pay for such workweek. In  
30 no event shall bidded overtime be paid for time not actually worked.  
31 These operators shall indicate their availability by calling the Control

1 Center recorded line by 12:00 p.m. requesting a work assignment for  
2 the following day.

3 E. Open work that can be scheduled the previous day shall be assigned  
4 whenever possible at straight time to standby operators who have  
5 not accrued forty (40) hours before being assigned as overtime in  
6 accordance with section 14.5. The City agrees to provide the Union  
7 with a copy of the "RTS Summary of Hours Worked and Hours of  
8 Leave" report on a bi-weekly basis.

9 14.3 All authorized and approved work performed or hours earned as set forth in  
10 Section 14.4 by an employee in a classification eligible for overtime, in  
11 excess of forty (40) hours in any one workweek, shall be paid at the  
12 overtime rate of one and one-half (1½) times the employee's hourly rate of  
13 pay as set forth in Exhibit A.

14 14.4 Holidays and Paid Time Off Scheduled (PTOS) shall count as hours worked  
15 for the purpose of computing overtime. Vacations (Annual Leave), sick  
16 leave, PCLB, PTO unscheduled (PTOU) and injury leave (Workers'  
17 Compensation) shall not count for the purpose of computing overtime.

18 14.5 A. Opportunities to perform open work assignments will be distributed  
19 among employees in accordance with seniority ranking by  
20 classification.

21 B. The distribution of open work assignments will be paid at a straight  
22 time rate of pay first, in the following order of classification:

- 23 1. Regular Full-time Operators
- 24 2. Regular Standby Operators
- 25 3. Regular Part-time Operators
- 26 4. Temporary Standby Operators

27 C. Once open work assignments, to the extent possible, have been  
28 distributed at straight time rates, the remaining work will be  
29 distributed on an overtime basis.

30 D. In order to be eligible for overtime, operators must have previously  
31 signed the overtime request log located in the dispatch office. This

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

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

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

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

1  
2  
3  
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5  
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7  
8  
9  
10

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



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

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

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

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

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



1 document in resolving disputes over who was or was not called for  
2 overtime. This log will contain the name of the operator called, the  
3 date and time of the call as well as the initials of the person making  
4 the call.

5 I. Any operator assigned overtime by Departmental Management,  
6 who refuses to perform the work assigned, will be subject to  
7 disciplinary action.

8 J. Managerial employees, other than in emergency situations or for  
9 purposes of training or education, shall not be called on to perform  
10 bargaining unit functions.

11 K. Either party may reopen this article once during the life of this  
12 agreement with thirty (30) days written notice to the other party.

13 14.6 There shall be no duplication or pyramiding in the computation of overtime  
14 or other premium wages and nothing in this Agreement shall be construed  
15 to require the payment of overtime or other premium pay more than once  
16 for the same hours worked or to pay overtime or other premium pay where  
17 such work can be covered by straight time hours.

18 14.7 Employees shall not be required to take time off or change their day off on  
19 their regular bid assignment in order that payment of overtime may be  
20 avoided.

21 14.8 When an employee in a position eligible for overtime, after departing from  
22 his/her regularly scheduled shift, is officially ordered to and does report  
23 back to work, he/she shall receive compensation for a minimum of two (2)  
24 hours at the applicable rate. The minimum time provided herein does not  
25 apply if an early call-in period extends into the start of the employee's  
26 regular work period. If an employee is dispatched to more than one (1) job  
27 before the end of the basic two (2) hour period, no extra time will be  
28 allowed.

29 14.9 All overtime shall be authorized by the Department Head or a subordinate, if  
30 such authority has been specifically delegated to him/her.

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

8  
9 **ARTICLE 15**

10 **BEREAVEMENT LEAVE**

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

20 15.2 For the purpose of this Article, the following relationships shall be  
21 considered immediate family: father, mother, foster parent, brother, sister,  
22 spouse, registered domestic partner, son, daughter, natural or adopted  
23 children of registered domestic partner, father-in-law, father of registered  
24 domestic partner, mother-in-law, mother of registered domestic partner,  
25 natural grandfather and natural grandmother. Step children and foster  
26 children of the employee, spouse, or registered domestic partner living in  
27 the same domicile are also considered immediate family.

28 15.3 Employees taking bereavement leave shall be compensated at their straight  
29 time hourly rate of pay as set forth in Exhibit A (pay plan) for the time off  
30 work.

1 15.4 Regular part-time employees are eligible to receive bereavement leave  
2 proportionate to their work schedule.

3  
4 **ARTICLE 16**

5 **JURY DUTY**

6 16.1 Any employee covered by this Agreement who is required to perform jury  
7 service during his/her normal working hours in a City, County, or Federal  
8 court shall be paid his/her regular straight time hourly rate for the period of  
9 such service. Employees receiving a summons for jury duty must notify  
10 their immediate supervisor promptly or as soon as possible after receiving  
11 such notice. Any employee failing to make such notification will not be paid  
12 for the period of said absence. A Request for Leave form must be  
13 completed by the employee with a copy of the court summons attached and  
14 must be approved by the Department Head or appropriate authority prior to  
15 payment for such time off.

16 16.2 Any employee covered by this Agreement who is required to appear in a  
17 court of law during his/her normal working hours in response to a legally  
18 valid subpoena shall be paid his/her regular straight time hourly rate for  
19 those hours absent from work; provided that either the employee is required  
20 to testify on behalf of the City, or, that the City be a party to the case and  
21 the employee is required to testify because of conduct arising out of and in  
22 the course of his/her employment with the City while actually on duty; and  
23 provided further, that in no other case shall employees covered by this  
24 Agreement be paid by the City including any case where the Union or the  
25 employee is a party to the case directly or as a member of a class.  
26 Employees receiving such subpoena must notify their immediate supervisor  
27 promptly and submit evidence of such service as a witness. Any witness  
28 fee which the employee receives shall be endorsed and promptly  
29 transmitted by the employee to his appropriate supervisor for forwarding to  
30 the Finance Department.

1 16.3 An employee who is excused from jury duty or from appearance as a  
2 witness during his/her normal working hours must report to his/her  
3 supervisor to determine if he/she will be required to work the remainder of  
4 his/her normal work schedule.

5 16.4 In the event an employee is on Jury Duty, his/her work schedule may be  
6 altered so as to accommodate the jury duty scheduling.  
7

## 8 **ARTICLE 17**

### 9 **HOSPITALIZATION AND LIFE INSURANCE**

10 17.1 The City and employees shall pay bi-weekly for Health Insurance coverage.

11  
12 Any future premium increases shall be shared equally by the employee and  
13 the employer; provided that the employee shall not pay more than twenty  
14 percent (20%) of the total premium for Employee only.

15 17.2 Part-time employees shall pay bi-weekly for Health Insurance on a three  
16 quarter ( $\frac{3}{4}$ ) or one-half ( $\frac{1}{2}$ ) time based upon the budgeted level of their part-  
17 time position.

18 17.3 The City, during the term of this Agreement, will pay 100% of the premium  
19 cost for life insurance.  
20

## 21 **ARTICLE 18**

### 22 **TUITION REIMBURSEMENT**

23 18.1 General:

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

26 18.2 Tuition Reimbursement:

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

1 ~~18.3 Procedures:~~

2 ~~The City Manager and the General Manager for Utilities are jointly~~  
3 ~~responsible for promulgating the procedures for administration of this program. The~~  
4 ~~procedure is maintained in the Human Resources Department.~~

5 **ARTICLE 19**

6 **MISCELLANEOUS EMPLOYEE BENEFITS**

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

11 19.2 The City shall provide replacement uniforms and/or shoes to each  
12 employee annually in November, not to exceed \$250.00 to each employee  
13 required to wear a transit uniform. It is the employee's responsibility to  
14 maintain his/her uniforms in what the City deems a presentable condition  
15 and replace uniforms as required. The City shall discuss its selection of a  
16 supplier with the Union. In the event the City provides new uniforms, the  
17 next annual payment, during the life of this Agreement, shall be waived.

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

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

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

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

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

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

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

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

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

1 necessary. Exterior washing and fueling of vehicles may be done on a  
2 voluntary basis.

3 19.8 OUT OF CLASS\*

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

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

12 SPECIAL ASSIGNMENT\*\*

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

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

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

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

27 19.9 Transit Operator Trainees, upon hire, will be required to sign a Trainee  
28 Contract requiring the Trainee to repay the City (prorated) for the cost of  
29 training and equipment if the Trainee leaves employment before two (2)  
30  
31  
32

1 years. This is to include the cost of training, wages, benefits, supplies and  
2 uniform (if appropriate), during the training period.

3  
4 **ARTICLE 20**

5 **WORKERS' COMPENSATION**

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

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

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

25 20.4 An employee will continue to earn vacation leave and sick leave during the  
26 period of disability if in a pay status.

27 20.5 After employees are authorized to return to rehabilitative duty, they shall  
28 receive no further benefits under this Article nor shall they be entitled to  
29 elect to take sick leave or PCLB in lieu of returning to work.  
30



1 **ARTICLE 21**

2 **LEAVE OF ABSENCE WITH OR WITHOUT PAY**

3 21.1 Leaves of absence may be paid or unpaid, depending upon the  
4 circumstances of the leave and whether the employee has accrued  
5 applicable paid leave available. Four categories of leaves of absence are  
6 described herein.

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

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

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

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

16 21.2 Leave Request Procedure:

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

23 21.3 Continuity of Service:

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

30

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

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

10 21.6 FAMILY AND MEDICAL LEAVE:

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

16 FMLA will be granted for:

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

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

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

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

17 C. Eligibility Requirements:

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

21 D. Definitions of Serious Health Condition:

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

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

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

4 E. Use of Leave:

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

11 F. Substitution of Paid Leave for Unpaid Leave:

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

15 G. Employee Responsibilities:

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

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

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

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

10 H Reserved:

11 I Conditions:

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

1 classify and apply leave already taken towards the employee's  
2 twelve (12) week total upon appropriate information from the  
3 employee.

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

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

15 7. While the employee is on medical leave, the City will continue the  
16 employee's health benefits during the leave period at the same  
17 level of benefits and under the same conditions as if the employee  
18 had continued to work. An employee on paid medical leave  
19 continues to pay the contribution rate via payroll deduction as when  
20 an active employee. An employee on unpaid medical leave  
21 continues to pay the contribution as when an active employee. In  
22 this case, the employee must continue to make this payment either  
23 in person or by mail to the City's Risk Management Department.  
24 Payment must be received by the last day of the month prior to  
25 each month of coverage. If the payment is more than thirty (30)  
26 days late, the employee's health care coverage may be dropped.  
27 The City will notify the employee in writing at least fifteen (15) days  
28 before the date the health coverage retroactively is cancelled, or at  
29 the City's option, it may pay the employee's share of the premiums  
30 during unpaid medical leave and recover those payments from  
31 employee upon employee's return to work.

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

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

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

15 1. For Employee's Own Illness:

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

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

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

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

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

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

24                  B. Designated Leave System:

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



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

14 2. Parental Leave:

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

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

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

28 21.8 FMLA, Partner leave Definitions:

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

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

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

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

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

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

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

15 21.9 REGISTERED DOMESTIC PARTNER MEDICAL LEAVE (PARTNER):

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

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

1 21.10 PERSONAL LEAVE:

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

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

11 B. CONDITIONS:

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

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

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

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

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

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

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

29 21.11 Union Leave of Absence:

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

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

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

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

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

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

1 **ARTICLE 22**

2 **MILITARY LEAVE**

3 22.1 Active duty:

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

7 22.2 Reserve or Guard Annual Training:

8 The City shall grant a military leave of absence with pay to any employee  
9 called to temporary active or inactive duty for annual training purposes with  
10 the National Guard, or a reserve unit of the United States, or for attending  
11 evening or weekend military training which conflicts with his/her work  
12 schedule. Time off shall be granted for the purpose of attending the annual  
13 military training for a period not to exceed ~~seventeen two hundred forty~~  
14 ~~(17240)~~ working ~~days-hours~~ in any one calendar year.

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

26 22.3 Reserve or Guard Active Military Service (not annual training):

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

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

3 22.4 Requests for Military Leave:

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

9 22.5 Military Leave Without Pay:

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

14  
15 **ARTICLE 23**

16 **JOB VACANCY AND PROBATION**

- 17 23.1 A. Except as provided herein when vacancies occur in a department,  
18 the Department Head may first consider those employees within  
19 his/her department or among existing City employees and the  
20 general public simultaneously for promotion or lateral transfer. Jobs  
21 will be posted for seven (7) consecutive days, beginning on Monday  
22 except in cases where Monday is a City observed holiday, on RTS  
23 bulletin boards. This procedure recognizes that the Department  
24 Head is ultimately responsible for the efficient operation of his/her  
25 department.
- 26 B. In the event of a vacancy of a Transit Operator position, the City may  
27 offer the position to any regular part-time employee (by hire date)  
28 first, and then any temporary standby operator or post the position in  
29 accordance with section A.
- 30 C. In the event a position becomes vacant, the City may go back to the  
31 original pool of applicants to select the next person for the position.

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

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

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

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

11 23.3 Initial Probation:

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

26 23.4 Promotional Probation:

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



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

3  
4 **ARTICLE 24**

5 **LAYOFF**

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

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- C. When it becomes necessary to reduce the number of employees within a given classification in a division, section or responsibility area, employees in that division, section or responsibility area shall be laid off in the order listed as follows:
  - 1. Temporary Employees
  - 2. Probationary Employees (new)
  - 3. Regular Part-Time
  - 4. Probationary Employees (promotional)
  - 5. Regular Full-Time.
  
- D. When the need arises for laying off an employee serving a promotional probationary period, such employee shall be returned to a position of the classification from which he/she was promoted or advanced.
  
- E. Layoffs:

If it is necessary to effect a layoff, employees will be laid off by classification and division within their department. The order of such layoffs shall be based on seniority with the least senior employees in the classifications and division being laid off first, provided the factors A, B, and C in Article 23, Job Vacancy and Probation Section 23.2 are equal. In the event of the inequality of these factors as between employees in the same classification and division, the employee with the higher values of factors A, B, and C, in the aggregate, shall be retained. Laid off employees shall be recalled to the classification and division from which they were laid off in the reverse order in which they were laid off.
  
- F. Employees on layoff shall not accrue any employee benefits whatsoever.
  
- G. Provided, however, and in any event, any action taken under this entire Article shall be in derogation of the City's Affirmative Action plan.

1 **ARTICLE 25**

2 **RECALL**

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

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

**ARTICLE 26**

**LENGTH OF SERVICE**

26.1 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 fifteen (15) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Human Resources Department. Any extenuating circumstance may receive consideration by 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 three hundred and sixty -five (365) days.
- G. The employee is absent without leave for three (3) consecutive work days without notifying his supervisor or the Human Resources Department. Such absence shall constitute a voluntary resignation. Any extenuating circumstances may receive fair consideration by the Human Resources Director.
- H. An employee promoted to a non-represented position, may return to the bargaining unit for up to six (6) months (180 calendar days) without loss of seniority. Any employee who is out of the bargaining unit for more than six (6) months (180 calendar days) and later

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

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

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

## 10 **ARTICLE 27**

### 11 **LIABILITY**

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

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

## 28 **ARTICLE 28**

### 29 **HEALTH AND SAFETY**

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

1 28.2

2 During the term of this agreement, the Transit Director or his/her designee  
3 will establish the structure and procedures of a Health and Safety  
4 Committee. The Committee shall consist of five (5) members including the  
5 Operations Manager, one Transit Operator, one mechanic, one supervisor  
6 and one staff assistant. Members shall volunteer to participate and will be  
7 selected from an eligibility list, two by the Transit Director and two by the  
8 union. Service on the Committee shall be for one year.

9 Employees eligible to serve may not have any disciplinary actions or  
10 preventable accidents for the eighteen months prior to appointment.

11 Bargaining unit members shall be paid for any lost straight time wages.

12 The Committee may:

- 13 1) Meet as necessary, but not more than one time per month, for  
14 a specific reason(s).
- 15 2) Make written recommendations for correction of hazardous  
16 conditions or unsafe work methods. All such  
17 recommendations shall be forwarded to the Transit Director.

18 ~~The Transit Director and Union President shall review the Committee's~~  
19 ~~activities annually and must mutually agree in writing to continue the Health~~  
20 ~~and Safety Committee for an additional year. If the Committee is not~~  
21 ~~reapproved, this section shall revert to the previous Section 28.2 of the~~  
22 ~~1997-2000 agreement.~~

23 28.3

24 The Union and the City agree that accident prevention is important to the  
25 operation of the Regional Transit System, and that safety programs, safety  
26 meetings and general accident prevention work are mutually beneficial to  
27 both the City and to its employees. The Union agrees that it will encourage  
28 its members to cooperate and participate with the City in all matters  
29 pertaining to safety.

30 28.4

31 Attendance at any department meeting will be required, unless prevented  
from doing so by a work assignment, illness or approved leave of absence.  
If necessary, one mandatory make-up meeting will be scheduled.  
Employees will not be required to attend Department meetings on their days

1 off unless the meeting is a specified safety meeting. Except in  
2 emergencies, employees will be given seven (7) calendar days notice of the  
3 scheduling of a safety meeting. Call-out provisions of this agreement shall  
4 not apply to this article and employees shall only be paid for actual time in  
5 the meeting.

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

11  
12 **ARTICLE 29**

13 **BULLETIN BOARDS**

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

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

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

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

1 material, notices or announcements which violate the provisions of this  
2 Article shall be posted.

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

## 6 **ARTICLE 30**

### 7 **BIDDING**

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

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

29 30.3 General bids of all work open to the entire operators seniority roster will take  
30 place a minimum of three times each year, corresponding to the University  
31 of Florida semester schedule in April, July and December of each year.



1 30.4 General bids will be posted on the bid picking board not less than fifteen  
2 (15) days prior to the effective date, but in no case shall bids be posted less  
3 than five (5) days before the first day of bidding. Any operator who is not  
4 available to bid when it is his/her turn to bid, or who has not left a sealed bid  
5 of his/her choice or instructions with the Union Officer for runs with the  
6 Transit Department, will be passed, thereby permitting other operators to  
7 continue bidding. When an operator that has been passed is available to  
8 bid, he/she may do so taking what is available at that time. If a passed  
9 operator is not available to bid until the bidding has been complete, he/she  
10 will be required to pick from remaining bids, if available. If the employee  
11 does not make a selection, the City will assign the employee to an open bid.  
12 In the event no open bids are available, the employee shall be assigned  
13 and remain on the extra board until the next bid, assigned a run by the City.  
14 No bids will be asked for on the telephone. The effective date of each bid  
15 will appear on the bid sheet. At least fifteen (15) ~~drivers~~ operators will bid  
16 per day. No operator shall be relieved from duty in order to bid. A copy of  
17 all runs to be bid shall be furnished to the Union Officer at the time they are  
18 posted for bid.

19 30.5 Every effort will be made to comply with operators' choices, when left, in  
20 order of priority. Once an operator submits a bid, it cannot be changed or  
21 withdrawn after the next operator has bid. Changed runs shall be noted at  
22 the time of posting on the bid sheet.

23 30.6 The Union President or his/her designee may assist with the selection of  
24 run bids. Time spent assisting shall be without pay.

## 26 ARTICLE 31

### 27 WAGES

28 31.1 Wage Increases  
29 All increases and lump sum payments made pursuant to this paragraph  
30 shall be based on the base rate of pay any eligible employee was earning  
31 effective October 1, 2012. In no event shall any increase or combination of

1 increases result in a base rate of pay that is greater than the maximum of  
2 the appropriate range.

3 A. Upon ratification, ~~all~~ employees covered by this Agreement, being  
4 paid within the pay range of their appropriate classification, shall  
5 have their individual rate of pay increased by ~~one four~~ percent (~~14~~%)  
6 of their individual rate of pay, effective with the first full pay period in  
7 October, ~~2009~~2012, provided such increase shall not exceed the  
8 maximum hourly pay rate for the classification. In the event an  
9 employee, who is entitled to a raise under this section, is, prior to the  
10 increase, paid a base rate that is less than four percent (4%) from  
11 the maximum hourly pay rate for the classification, that employee  
12 shall have his/her base rate increased to the maximum of the range,  
13 effective the first full pay period in October 2012, and shall  
14 additionally receive an annualized one-time, lump sum payment for  
15 any portion of the four percent (4%) that is in excess of the  
16 maximum.

17  
18 B. Employees whose annualized base rate is equal to the maximum of  
19 their pay range  
20 Upon ratification, employees covered by this Agreement, whose  
21 annualized base rate of pay is equal to the maximum of the range for  
22 their appropriate classification, shall receive a one-time, lump sum  
23 payment equal to four percent (4%) of the annualized (2,080 hours)  
24 base rate of pay.

25  
26 ~~Effective the first full pay period in October, 2009 the pay ranges~~  
27 ~~shall be adjusted as reflected in Exhibit A.~~

28 C. ~~Either party~~The parties may, upon mutual agreement, reopen this  
29 paragraph (31.1A) for negotiations on or before ~~March~~May 1<sup>st</sup> of  
30 each contract year, 2010. There shall be no ~~general wage~~ increases

1 | after September 30, ~~2010-2013~~ unless and until there is a new  
2 | Agreement in effect providing for such increases.

3 | **BD.** Deferred Retirement Option Program (DROP):

4 | Deferred Retirement Option Program (DROP) participants are not  
5 | eligible for increases beyond the top of their individual salary ranges  
6 | as they existed at the time of their entry into the DROP unless  
7 | otherwise provided for in their Application for Deferred Retirement  
8 | Option Program document.

9 | 31.2

A. Promotion:

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

13 | B. Transfer:

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

18 | C. Temporary Assignments:

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

22 | D. Demotion:

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

27 | 31.3

Merit or Performance Increases:

28 | A. Effective October 1, ~~2009-2012~~ through September 30, ~~2010-2013~~,  
29 | there will be no Merit or Performance Increases.

1 ~~Either party~~The parties, upon mutual agreement, may reopen this  
2 paragraph (31.3A) for negotiations on or before ~~March~~May 1<sup>st</sup>, ~~of~~  
3 ~~each contract year-2010.~~

4 B. For regular (non-probationary) employees, the review period is a  
5 one-year period from October 1 through September 30. Employees  
6 will continue to be reviewed, but there will be no Merit or  
7 Performance Increases associated with these reviews.

8 C. There shall be no Merit or Performance Increases after ~~September~~  
9 30, ~~2010~~2013, unless and until there is a new Agreement in effect  
10 providing for such increases.

11 D. For the first fiscal year (October 1, 2012 – September 2013) of this  
12 Agreement, Eemployees who are currently participating in the  
13 Deferred Retirement Option Program (DROP) and who have NOT  
14 reached the top of their respective salary ranges for the regular  
15 classifications they were in, as they existed at the time the  
16 employees entered the DROP, will continue be eligible to receive  
17 ~~two and one-half percent (2.5%) of~~increases to their base rates of  
18 pay up to the top of their respective salary ranges as described in  
19 paragraph 31.1 above. These increases will be paid on the same  
20 pay dates as when other ATU employees receive their ~~General~~  
21 Wage Increases. No DROP participant will receive any portion of  
22 the ~~two and one-half percent (2.5%)~~ increase described in  
23 paragraph 31.1, that would place him or her at a rate in excess of  
24 the maximum of his/her salary range as it existed at the time  
25 he/she entered the DROP unless otherwise provided for in his/her  
26 Application for Deferred Retirement Option Program document.

## 27 28 **ARTICLE 32**

### 29 **SEVERABILITY**

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

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

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

8 33.1 ELIGIBILITY

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

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

<b>Years of Continuous Service</b>	<b>Minimum Balance</b>
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

12  
 13 **33.2 DONATION TO OTHER EMPLOYEES**

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

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

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

14  
15 **ARTICLE 34**  
16 **PENSIONS**

17 34.1 Division 5 and Division 6 of Article VII of Chapter 2, Gainesville Code of  
18 Ordinances, as amended, shall be incorporated in the Contract by  
19 reference, ~~except that members of the Plans who are represented by the~~  
20 ~~Amalgamated Transit Union in the non-supervisory unit and who retire on or~~  
21 ~~after June 6, 1990, shall have their benefits under the Plans referred to~~  
22 ~~above calculated using the following definition of earnings: "Earnings shall~~  
23 ~~mean base pay, overtime pay, premium pay, standby pay, call-back pay,~~  
24 ~~working out of classification pay, longevity pay, Christmas bonus, fire fighter~~  
25 ~~certification pay, and police officer incentive pay."~~

26 34.2 Each party may reopen the negotiations once during the term of this  
27 agreement of any pension issues upon thirty (30) days notice.

28 34.3 Employees covered by this Agreement shall be covered by the City's  
29 General Pension Plan and Disability Plan as set forth by the City of  
30 Gainesville's Code of Ordinances, as amended. Minor changes may be  
31 made by the City. Minor changes are defined as changes the net effect of

1 which would not require a current or potential increase in the contribution  
2 rate or a benefit decrease.

3 34.4 The City will give the Union a copy of such minor change(s) at least thirty  
4 (30) days prior to the adoption of such change(s).

5 34.5 A change, or changes, in the Plan, the net effect of which would require a  
6 current or potential increase in the contribution rate or a benefit decrease,  
7 may be made by the City subject to the Union's right to demand impact  
8 bargaining prior to the effective date of such change.

9  
10 **ARTICLE 35**

11 **DRUG TESTING**

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

25  
26 **ARTICLE 36**

27 **TEMPORARY EMPLOYEES**

28 36.1 Temporary employees may be hired to fulfill work of permanent employees  
29 that are on extended periods of absence or to fill permanent vacancies until  
30 such time as a permanent employee is employed by the City. In addition,



1 temporary employees may be hired until permanent employees are  
2 authorized and hired by the City.

3 36.2 Temporary employees may be utilized for a period not to exceed two  
4 hundred (200) continuous workdays. In the event permanent positions are  
5 not filled by the City prior to the two hundred (200) continuous workday  
6 limitation, the City and the Union shall meet for the purpose of establishing  
7 a reasonable extension of time for the hiring of permanent employees. In  
8 this event, temporary employees may continue to be used until the parties  
9 agree to the extension period.

10  
11 **ARTICLE 37**

12 **COMMERCIAL DRIVERS LICENSE**

13 37.1 It shall be just cause to terminate an employee who has his/her Commercial  
14 Drivers License revoked or suspended.

15  
16 **ARTICLE 38**

17 **TARDINESS**

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

1 circumstances, etc. which can be documented or otherwise verified  
2 by the department.

## 3 4 **ARTICLE 39**

### 5 **RTS MAINTENANCE**

6 39.1 It is the general policy of the City, in accordance with its maintenance  
7 needs, to use its Maintenance employees for work for which they may be  
8 qualified, reserving to the City the right to judge qualifications and ability of  
9 the employee. Maintenance employees will perform all work assignments  
10 to the best of their ability and endeavor to acquire all knowledge possible to  
11 better enable them to perform their assignments well and efficiently. The  
12 City will work with the Union to provide training opportunities, training  
13 schedules, training programs, safety guidelines, job development programs  
14 and other such concerns to the mutual benefits of the City and its  
15 Maintenance personnel. Training will be done on special bid hours as  
16 determined by the City and will include payment for travel time on Sunday, if  
17 travel is required on Sunday.

18 39.2 Work assignment bidding. Maintenance employees will choose their work  
19 shifts and established days off in accordance with the following procedure:

- 20 A. Bidding shall take place three times each fiscal year, corresponding  
21 to the University of Florida semester schedule ~~(April, July and~~  
22 ~~December).~~
- 23 B. Bidding shall be done according to seniority in each job  
24 classification.
- 25 C. Work assignments shall be posted for bid at least one week prior to  
26 the effective date of the bid. Bidding will commence on the day after  
27 posting with the senior most person in each job classification and will  
28 continue in seniority order until all personnel have bid. Bidding must  
29 be completed by the close of business on the Thursday prior to the  
30 effective date of the bid. Those employees not available to bid  
31 whenever it is their time to bid will leave their choices of work

1 assignment with the Shop Steward who will enter their choice of  
2 work assignment on the bid shift in order to permit the bidding to  
3 continue. Once an employee bids his choice of work assignment, no  
4 employee may change his bid after the next employee has bid. All  
5 employees will remain on their bid work assignment until the next  
6 general bid unless another work assignment comes open because of  
7 an employee vacancy or a new assignment becomes available within  
8 the job classification in which the employee is qualified to bid.

9 D. Bidding of work assignments in a job classification will be determined  
10 by seniority within the job classification.

11 E. Except as provided herein when vacancies occur in a department,  
12 the Department Head may first consider those employees within  
13 his/her department or among existing City employees and the  
14 general public simultaneously for promotion or lateral transfer. Jobs  
15 will be posted for seven (7) consecutive days, beginning on Monday  
16 except in cases where Monday is a City observed holiday, on RTS  
17 and Maintenance bulletin boards. This procedure recognizes that  
18 the Transit Director is ultimately responsible for the efficient  
19 operation of the Regional Transit System.

20 39.3 The City reserves the right to determine and schedule the number of  
21 Maintenance personnel needed in each classification on each work shift.

22 39.4 Days off for each shift shall be consecutive, provided operational  
23 considerations permit.

24 39.5 Layoff:

25 In the event of a reduction in the number of employees in any job  
26 classification in the Maintenance Division due to lack of work, employees  
27 shall be laid off in reverse order of their seniority within that classification.  
28 Any employee affected will be given an opportunity to "bump" into a lower  
29 job classification (seniority prevailing) to keep from being laid off, or may be  
30 given an opportunity to cross-train for any vacant available position. In the  
31 event of recall, such laid off employees shall be called back in reverse order

1 as they were laid off, and upon return, they shall assume the same position  
2 of bidding seniority as they held at the time of layoff.

3 39.6 Overtime opportunities will be provided to each employee on a rotating  
4 basis in each classification provided there is work available in the  
5 classification. In the event the opportunity to work overtime is not accepted,  
6 then such overtime may be assigned to the most junior employee in the  
7 classification. It is understood by both management and the Union that an  
8 employee assigned to a specific project may be permitted to complete the  
9 project without being in violation of this section.

10 39.7 Employees shall not be required to take time off or change their day off in  
11 order to prevent the payment of overtime.

12 39.8 Nothing in this Agreement shall be considered as to require the City to work  
13 any employee at a rate of pay in excess of regular straight time pay by way  
14 of offering overtime opportunities. All such overtime opportunities shall be  
15 based on operational needs as determined by the City.

16 39.9 Employees within the Maintenance Division who are eligible for overtime,  
17 after departing from his/her regularly scheduled shift, who are officially  
18 ordered to and do report back to work, he/she shall receive compensation  
19 for a minimum of two (2) hours at the applicable rate. The minimum time  
20 provided herein does not apply if an early call-in period extends into the  
21 start of the employee's regular work period.

22 39.10 Maintenance personnel shall be permitted two (2) scheduled fifteen (15)  
23 minute breaks per work day as established by the City and one (1) unpaid  
24 thirty (30) minute lunch break per work day as established by the City.

25 39.11 Maintenance personnel must be dressed and ready to work when their shift  
26 begins. There shall be permitted a fifteen (15) minute wash-up period at  
27 the end of their work day.

28 39.12 A. The City shall provide uniforms and a laundry service for such  
29 uniforms to all maintenance personnel.

1 B. The City shall reimburse Regular Mechanics and Vehicle Service  
2 Attendants up to \$650.00 per year for the purchase of boots, jackets  
3 and/or tools, and/or for the cost of resoling boots.

4 1. Boots and/or jackets shall not be purchased by the City, but  
5 shall be reimbursed to the employee upon submission of a  
6 valid receipt to the City. The allowance for one (1) pair of  
7 boots shall not exceed \$250.00 per year. The allowance for  
8 one (1) jacket shall not exceed \$75.00 per year. The  
9 allowance for resoling boots shall not exceed \$100.00 per  
10 year.

11 2. Regular Mechanics and Vehicle Service Attendants who are  
12 required to furnish their own tools and who have completed  
13 their initial probationary period will be reimbursed for the cost  
14 of purchase and/or replacement of required tools by  
15 submitting a valid receipt to the City. Mechanics and Vehicle  
16 Service Attendants who are separated from the City prior to  
17 the end of the fiscal year shall have a pro rata portion of the  
18 cost of tools withheld from their last paycheck. It shall be the  
19 responsibility of each Mechanic and Vehicle Service  
20 Attendant to have the proper tools to perform work in his/her  
21 classification as established by the City due to the nature of  
22 their work. Employees must have their tools on the premises  
23 and at their work location during working hours.

24 C. The City shall reimburse all other maintenance personnel up to  
25 \$75.00 per year for the purchase of boots and/or jackets. Boots or  
26 jackets shall not be purchased by the City, but shall be reimbursed to  
27 the employee upon submission of a valid receipt to the City.

28 39.13 When a full workweek (Monday thru Sunday) of Vacation/PTO/Sick/PCLB  
29 Leave is taken, the employee will only be charged for a maximum of 40  
30 hours.

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

4  
5 **ARTICLE 40**  
6 **OPEN ARTICLE**

7  
8 **ARTICLE 41**  
9 **ENTIRE AGREEMENT**

10 41.1 The parties acknowledge that during negotiations which resulted in this  
11 Agreement, each had the unlimited right and opportunity to make proposals  
12 with respect to subjects or matters not removed by law from the area of  
13 collective bargaining. The understandings and agreements arrived at by  
14 the parties after the exercise of such right and opportunity are set forth in  
15 this Agreement.

16 41.2 The City and the Union, for the duration of this Agreement, agree that the  
17 other shall not be obligated to bargain collectively with respect to any  
18 subject or matter referred to or covered in this Agreement, but may, upon  
19 mutual agreement of both the City and the Union, bargain collectively on  
20 any subject or matter not known or contemplated by either or both parties at  
21 the time that they negotiated this Agreement. Moreover, it is expressly  
22 agreed that the City shall not be obligated to bargain over the effect on  
23 employees of its exercising any of its rights, whether such be in the nature  
24 of retained rights or expressly provided for in this Agreement.

25 41.3 This Agreement shall be effective upon ratification by the membership of  
26 Local No. 1579 and the City Commission and shall remain in full force and  
27 effect up to and including September 30, ~~2012~~2015.

28 41.4 Should either party desire to terminate, change or modify this Agreement or  
29 any portion thereof, they shall notify the other party in writing on or before  
30 March 1, ~~2012~~2015. Such notification shall include the Titles and Sections

1 of the Articles the party wishes to renegotiate and all other Articles will  
2 remain in full force and effect from year to year thereafter.

3 41.5 Following the sending and receipt of the notice described above, the parties  
4 shall follow the procedures contained in the Florida Public Employee  
5 Relations Act toward the consummation of a new Agreement.

6  
7

1 IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of  
2 November, ~~2009~~2012.\*

3

4 The City of Gainesville, Florida

Local No. 1579  
Amalgamated Transit Union

5  
6  
7  
8

9 By: \_\_\_\_\_  
10 RUSSELL BLACKBURN  
11 ~~FRANCES FOLZ-DONAHUE~~  
12 CITY MANAGER

By: \_\_\_\_\_  
~~ELMORE~~ ~~REYNOLDS~~ MARY  
ATU PRESIDENT

13  
14

15 APPROVED AS TO FORM AND LEGALITY:

16  
17

18 By \_\_\_\_\_  
19 CITY ATTORNEY

20  
21

22 City Bargaining Committee:  
23 ~~Jill Womble~~ Scott Heffner  
24 Frances Folz-Donahue  
25 ~~Jesus Gomez~~ Steve Varvel  
26 Mark Benton  
27 April Shuping  
28 Eustache Mine  
29 Paul Starling  
30 ~~Tiffany Dorsey~~ David Smith

ATU Bargaining Committee:  
~~Elmore~~ ~~Reynolds~~ Mary  
  
Ray Rivera Mark Joiner  
~~George Walker~~ Rodney Ivery  
~~Johnny Boswell~~ Desiree Heyliger  
~~Mark Joiner~~ Terrance Dix

31  
32

\*Date ratified by last party.



**City of Gainesville**  
**2009-2012 - 2010-2013**  
**Pay Plan**  
**Regional Transit**  
**System**  
**Effective**  
**10/5/2009 10/1/2012**

Grade	RC1	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$20,835.31 \$10.0170	\$24,249.64 \$11.6585	\$27,663.96 \$13.3000
		5037	Maintenance Worker I, RTS		
		5014	Custodial Worker, RTS		
Grade	RC2	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$22,501.88 \$10.8182	\$26,189.52 \$12.5911	\$29,877.16 \$14.3640
		1144	Clerk 1, RTS		
Grade	R1	Annual Salary	Minimum		
		Hourly	\$23,976.85 \$11.5273		
		9507	Transit Operator Trainee		
Grade	R2	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$26,262.10 \$12.6260	\$30,727.04 \$14.7726	\$35,191.97 \$16.9192
		9501	Transit Operator		
Grade	RC5	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$28,271.94 \$13.5923	\$33,304.30 \$16.0117	\$38,336.66 \$18.4311
		5042	Maintenance Worker III, RTS		
		9504	Customer Service Support Specialist I, RTS		
		3211	Parts Specialist, RTS		
		3008	Account Clerk, RTS		
Grade	RC6	Annual Salary	Minimum	Midpoint	Maximum
		Hourly	\$30,816.43 \$14.8156	\$36,301.72 \$17.4527	\$41,787.01 \$20.0899
		1148	Staff Specialist, RTS		

7219 Dispatcher, RTS

**City of Gainesville**  
**~~2009-2012~~ – ~~2010-2013~~**  
**Pay Plan**  
**Regional Transit**  
**System**  
**Effective**  
**~~10/5/2009~~10/1/2012**

Grade	RC3	Annual Salary	Minimum	Midpoint	Maximum
			\$24,302.26	\$28,284.86	\$32,267.45
		Hourly	\$11.6838	\$13.5985	\$15.5132
		9627	Vehicle Service Attendant, RTS		
Grade	RC7	Annual Salary	Minimum	Midpoint	Maximum
			\$33,589.90	\$39,568.88	\$45,547.86
		Hourly	\$16.1490	\$19.0235	\$21.8980
		9605	Fleet Mechanic I, RTS		
Grade	RC8	Annual Salary	Minimum	Midpoint	Maximum
			\$36,612.74	\$43,129.95	\$49,647.16
		Hourly	\$17.6023	\$20.7356	\$23.8688
		9609	Fleet Mechanic II, RTS		
		9623	Paint and Body Mechanic, RTS		

# ATU



# DRUG-FREE WORKPLACE PROGRAM

Revised 2006

**AMALGAMATED TRANSIT UNION**

**DRUG-FREE WORKPLACE PROGRAM**

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# **DRUG-FREE WORKPLACE PROGRAM**

## **I. PURPOSE**

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

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

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

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

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

## **II. SCOPE**

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

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

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



## IV. DEFINITIONS

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

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

## V. ALCOHOL USE PROHIBITIONS

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

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

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

## **VI. DRUG USE PROHIBITIONS**

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

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

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

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

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

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

## **VII. TESTING**

### **A. Reasonable Suspicion Testing**

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

Two management representatives shall substantiate and concur in the decision to test said employee, if feasible. Only one management representative need witness the conduct. The management representative(s) and witness(es) shall have received training in the identification of actions, appearance, conduct or odors which are indicative of the use of drugs or alcohol. If a management representative believes reasonable suspicion exists, the management representative shall report his or her findings and observations to the next higher management representative having administrative responsibility for the affected employee. Upon approval by the next higher management representative, the employee will be asked to immediately submit to a drug test(s). . When chemical breath testing (or other reliable mechanisms for alcohol testing) is used, the test may be conducted immediately at the work site or later at the collection site. Factors which substantiate cause to test for breath or urine shall be documented by the management representative on the Substance Abuse Investigation Report Form which must be completed as soon as practicable, but no later than seven (7) days after the employee has been tested for drugs. A copy of this report will be given to the employee upon request.

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

The Department Head or designee shall require an employee to undergo drug testing if there is reasonable suspicion that the employee is in violation of the City of Gainesville Drug-Free Workplace Program. Circumstances which constitute a basis for determining “reasonable suspicion” may include but are not limited to:

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

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

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

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

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

## **B. Performance Related Accident Testing**

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

## **C. Return to Duty Testing**

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

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

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

**D. Position Change Testing**

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

**E. Follow-up Testing**

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

**F. Routine Fitness for Duty**

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

**G. Additional Testing**

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

**H. Refusal to Test**

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

## **VIII. TESTING PROCEDURE**

### **A. Tested Substances**

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

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

### **B. Designated Laboratory**

Because of the potential adverse consequences of positive test results on employees, the City will employ a very accurate testing program. Specimen samples will be analyzed by a highly qualified, independent laboratory which has been selected by the City and certified by the appropriate regulatory agency. The name and address of the certified laboratory currently used by the City is on file with the Designated Employer Representative (DER) in the Health Services Department..

### **C. Notification of Prescription Drug Use**

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

### **D. Testing of Injured Employees**

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



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

**E. Body Specimens**

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

**F. Cost of Testing**

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

**G. Collection Site, Work Site**

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

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

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

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

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

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

#### **I. Testing Laboratory**

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

#### **J. Initial Tests**

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

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

**K. Confirmation Tests**

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

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

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

### **A. Reporting Results**

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

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

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

## **B. Challenges to Test Results**

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

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

2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City personnel policies or collective bargaining agreements.
3. When an employee undertakes an administrative or legal challenge to the test results, it shall be the employee's responsibility to notify the City through its Human Resources Director and the laboratory, in writing, of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample(s) shall be retained by the laboratory until final disposition of the case or administrative appeal.
4. The Agency for Health Care Administration, employer or MRO detecting a false positive error shall immediately notify the laboratory and the employee's management representative to whom the false positive test result was reported.

### **C. Employee Protection**

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

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

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

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

## **XI. INVESTIGATION**

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

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

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

### **A. Notification**

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

### **B. Arrests**

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



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

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

### **XIII. CONFIDENTIALITY**

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

### **XIV. RECORDS AND TRAINING**

#### **A. Resource File**

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

#### **B. Individual Test Results**

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

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

**C. General Records of the City**

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

**D. Drug Training Program**

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

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