

AGREEMENT BETWEEN THE CITY OF  
GAINESVILLE

AND

NORTH CENTRAL FLORIDA  
POLICE BENEVOLENT ASSOCIATION, INC.

EFFECTIVE  
OCTOBER 1, 2011 – SEPTEMBER 30, 2014

NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA)  
TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE 1 ASSOCIATION RECOGNITION .....	4
ARTICLE 2 CHECK OFF .....	4
ARTICLE 3 PROHIBITION OF STRIKES .....	5
ARTICLE 4 MANAGEMENT RIGHTS.....	6
ARTICLE 5 ASSOCIATION REPRESENTATIVES AND ACTIVITY.....	7
ARTICLE 6 GRIEVANCE PROCEDURE .....	9
ARTICLE 7 NON-DISCRIMINATION .....	12
ARTICLE 8 DISCHARGE AND DISCIPLINE .....	13
ARTICLE 9 VACATIONS .....	15
ARTICLE 10 HOLIDAYS.....	17
ARTICLE 11 HOURS OF WORK.....	19
ARTICLE 12 SICK LEAVE .....	21
ARTICLE 13 BEREAVEMENT LEAVE .....	25
ARTICLE 14 JURY DUTY/COURT APPEARANCE .....	26
ARTICLE 15 LONGEVITY PAY .....	27
ARTICLE 16 HOSPITALIZATION AND LIFE INSURANCE.....	28
ARTICLE 17 TUITION REIMBURSEMENT PROGRAM .....	30
ARTICLE 18 MISCELLANEOUS EMPLOYEE BENEFITS .....	30
ARTICLE 19 LAYOFF .....	33
ARTICLE 20 RECALL .....	33
ARTICLE 21 LENGTH OF SERVICE.....	34
ARTICLE 22 WORKERS' COMPENSATION .....	35
ARTICLE 23 LEAVE WITHOUT PAY .....	35
ARTICLE 24 MILITARY LEAVE .....	44
ARTICLE 25 HEALTH AND SAFETY .....	45
ARTICLE 26 LIABILITY .....	45
ARTICLE 27 WAGES.....	45
ARTICLE 28 SEVERABILITY.....	49
ARTICLE 29 PENSIONS.....	49
ARTICLE 30 OPEN ARTICLE.....	49
ARTICLE 31 BILLABLE SERVICES .....	49
ARTICLE 32 DRUG TESTING.....	50

ARTICLE 33 RESERVED FOR FUTURE USE..... 50  
ARTICLE 34 PROBATION..... 50  
ARTICLE 35 ENTIRE AGREEMENT ..... 51  
ARTICLE 36 PROMOTIONS ..... 51  
Attachment A - PBA Pay Plan  
Addendum B - PBA Drug Free Work Place

**PREAMBLE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

THIS AGREEMENT, entered into this 20th day of June 2013 between the City of Gainesville, hereinafter referred to as the "Employer" or "City," and the North Central Florida Police Benevolent Association, Inc., hereinafter referred to as the "Association."

It is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to wages, hours, terms and conditions of employment for the employees covered by this Agreement. This Agreement has as its purpose the promotion and continuance of harmonious relationships between the City and the Association.

1 **ARTICLE I**

2 **ASSOCIATION RECOGNITION**

3 1.1 The City recognizes the Association as the exclusive collective bargaining agent for the  
4 following classifications in the City of Gainesville Police Department: Police Lieutenant,  
5 Sergeant/Training Officer and Sergeant/Personnel Officer, as described in Certification  
6 No. 665, PERC Case Number RC-84-021 dated March 5, 1985. Excluded from this  
7 bargaining unit are all other police officers, budget, the personnel unit commander and  
8 all other employees of the City of Gainesville.

9  
10 **ARTICLE 2**

11 **CHECK OFF**

12 2.1 Within thirty (30) days from the effective date of this Agreement and upon receipt of a  
13 stipulated, lawfully executed, written authorization from an employee covered by this  
14 Agreement, the City agrees to deduct on a monthly basis amounts as certified to the  
15 Employer by the Secretary-Treasurer of the North Central Florida Police Benevolent  
16 Association and to remit the aggregate deductions so authorized together with an  
17 itemized statement to the Secretary-Treasurer. Dues deduction authorizations  
18 submitted after the above date will be remitted within thirty (30) days from the date of  
19 the deduction on a monthly basis. Changes in Association membership dues will be  
20 similarly certified to the City in writing and shall be done at least thirty (30) days prior to  
21 the effective date of such change. This dues authorization may be revoked by the  
22 employee upon thirty (30) days written notice to the City and to the Association.

23 2.2 No deduction shall be made from the pay of any employee for any payroll period in  
24 which employee's net earnings for that payroll period, after other deductions, are less  
25 than the amount of dues to be checked off.

26 2.3 The Association agrees to indemnify, defend and hold the City harmless against any  
27 and all claims, suits, orders or judgments brought or issued against the City as a result  
28 of any action taken or not taken by the City under the provisions of this Article.

29 2.4 It is understood and agreed by the parties to this Agreement that the City will withhold  
30 seven cents (\$.07) per person per month of dues remittance to the Association for the  
31 cost of administering dues deductions. Based on the above withholding, the City will  
32 furnish the Association with a list of employees who are eligible for membership in the

1 Association. This list will be furnished upon written request from the Association  
2 President/Vice-President or Lieutenants bargaining unit representative.

3  
4 **ARTICLE 3**

5 **PROHIBITION OF STRIKES**

6 3.1 The Association and its members agree they shall have no right to strike. Strike means  
7 the concerted stoppage of work, the concerted absence of employees from their  
8 positions, the concerted failure to report for duty, the concerted submission of  
9 resignations, the concerted abstinence in whole or in part of any group of employees  
10 from the full and faithful performance of their duties of employment with the City of  
11 Gainesville, the Employer, for the purpose of inducing, influencing, condoning or  
12 coercing a change in the obligations, terms or conditions of their employment. The  
13 Association and its members further agree they shall have no right to participate in a  
14 deliberate and concerted course of conduct which adversely affects the services of the  
15 Employer, including the failure to work overtime, the concerted failure to report for work  
16 after the expiration of a collective bargaining agreement and picketing in furtherance of  
17 a work stoppage or refusing to cross a picket line. Any violation of this section shall  
18 subject the violator(s) to the penalties as provided by law and to the rules and  
19 regulations of the Employer.

20 3.2 Any employee covered by this Agreement who participates in, is a party thereto, or  
21 promotes any of the above actions as outlined in Section 3.1 or other similar forms of  
22 interference with the operations or functions of the City, shall be subject to disciplinary  
23 action up to and including discharge. The only question that shall be raised in any  
24 proceedings, judicial or otherwise, contesting such action, is whether any provision as  
25 outlined in Section 3.1 was violated by the employee to be disciplined or discharged.  
26 Employees shall not be entitled to any benefits or wages whatsoever while they are  
27 engaged in strike activities, or other interruptions of work. Any employee discharged in  
28 accordance with this Article or applicable provisions of the State of Florida Employees  
29 Collective bargaining Statute shall, if appointed, reappointed, employed or reemployed  
30 by the City, serve a six (6) month probationary period following the reappointment or  
31 reemployment, and the compensation may in no event exceed that received  
32 immediately prior to the time of the violation and the compensation may not be  
33 increased for one (1) year.

1 3.3 In the event of a strike as defined in Section 3.1, the Association, after determining such  
2 individuals are association members, shall immediately, within 24 hours, verbally where  
3 possible, and in writing, order such employees to return to work; copy of such order to  
4 be provided to the City within twenty-four (24) hours. This Article is not subject to the  
5 arbitration provisions of this Agreement but shall be enforced by the ordinary processes  
6 of law.

7  
8 **ARTICLE 4**

9 **MANAGEMENT RIGHTS**

10 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its  
11 constituent agencies, set standards of services to be offered to the public and exercise  
12 control and discretion over its organization and operations.

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

27 4.3 If, in the sole discretion of the City Manager or his/her designee, it is determined that  
28 civil emergency conditions exist, including, but not limited to, riots, civil disorders, severe  
29 weather conditions (or similar catastrophes), the provisions of this Agreement may be  
30 suspended by the City Manager or his/her designee during the time of the declared  
31 emergency, provided that wage rates and monetary fringe benefits shall not be  
32 suspended. Should an emergency arise, the Association shall be advised as soon as  
33 possible of the nature of the emergency.

34

1 **ARTICLE 5**

2 **ASSOCIATION REPRESENTATIVES AND ACTIVITY**

3 5.1 The Association shall have the right to select employees from those covered by this  
4 Agreement to act as Association representatives. Association representatives of this  
5 bargaining unit shall be limited to the activities of the unit only and shall not act as  
6 representatives of any other bargaining unit represented by the Police Benevolent  
7 Association. A written list of the Association representatives shall be furnished to the  
8 City Human Resources Director with a copy to the Chief of Police prior to the effective  
9 date of their assuming office. The Association shall notify the City Human Resources  
10 Director and the Chief of Police promptly of any changes of such representatives. No  
11 Association representative will perform any Association work unless the above has been  
12 complied with.

13 5.2 An Association representative may, with proper authorization by the Chief of Police or  
14 his designee, which will not be unduly withheld, be admitted to the property of the  
15 Employer. This representative shall not conduct Association business either expressed  
16 or implied while acting in a supervisory or commander role. The representative, as  
17 designated above, shall be able to talk with employees before or after regular working  
18 hours or during lunch hours of said employees on Employer property in areas  
19 designated by the Employer. The representative shall also be in an out-of-pay status or  
20 designated meal time.

21 5.3 Association representatives must be employees in the bargaining unit who have  
22 satisfactorily completed their probationary period.

23 5.4 The Association recognizes that its representatives are not entitled to any special  
24 benefits or treatment because of their role, nor shall representatives be discriminated  
25 against for the proper and legitimate Association activity in which they engage.

26 5.5 While on a medical leave of absence without pay, while on sick leave, or while receiving  
27 Workers' Compensation payments or while serving in a higher classification in an acting  
28 or interim position, employees shall not function as Association representatives.

29 5.6 The investigation, handling or adjustment of grievances shall be conducted by  
30 employees and/or Association representatives during non-working hours. Management,  
31 at its discretion, may conduct a grievance hearing, at any step of the grievance  
32 procedure, during working hours. Association representatives shall not exceed two (2)  
33 in number.



1 5.7 The Association shall supply to the Chief of Police, as well as the Human Resources  
2 Director, and keep a current list of all Association officers and representatives. Up to  
3 one (1) employee in any one (1) instance who is a member of the Association may be  
4 granted time off by the Chief of Police or his designee to attend to Association business  
5 without loss of straight time pay or benefits by using pool time, provided:

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

9 B. The Chief of Police shall have the right to restrict the number of persons off for  
10 Association business. The granting of time off shall not be unreasonably  
11 withheld. This provision authorizes the Chief of Police not only to refuse  
12 Association pool time, but to revoke previously authorized time off for  
13 Association business.

14 C. The City shall donate 25 work hours to the Association Time Pool each fiscal  
15 year.

16 5.8 It shall be the Association's responsibility to supply to the City an Association Time Pool  
17 Authorization form which includes the name of the employee and the hours of vacation  
18 time donated by the employee to the pool. Only employees in this unit may donate pool  
19 time to representatives covered by this Agreement. This pool time shall only be used by  
20 representatives covered by this Agreement. The form must be signed by the employee  
21 donating time. Time donations may be made each April 1 and October 1 and shall be in  
22 increments of not less than three (3) hours nor more than forty-eight (48) hours. Time  
23 pool hours may be drawn upon at the discretion of the Association in increments of at  
24 least one (1) hour.

25 5.9 Charges against the Association Business Time Pool shall only be made when  
26 approved by the Lieutenant Bargaining Unit Chair or Vice Chair. If the Association Time  
27 Pool shall become depleted, anyone engaging in Association activities during his  
28 working hours shall do so without pay, unless otherwise provided in this Agreement.

29 5.10 A record of all time donated and drawn against the above pool shall be kept by the  
30 Police Department and the Association. The Association shall indemnify, defend and  
31 hold the City harmless against any and all claims made and against any suits instituted  
32 against the City on account of the City complying with any of the provisions of this  
33 Article.

1 5.11 An Association representative shall be granted pool time to attend public budget  
2 hearings or resolution of impasse hearings before the City Commission and State Board  
3 meetings of the Florida Police Benevolent Association, Inc.

4 5.12 Up to two (2) Association representatives, who are already on duty, shall be granted  
5 time off without loss of pay or benefits to participate in labor negotiations as a regular  
6 member of the PBA labor negotiations team for purposes of negotiating a new Labor  
7 Agreement, previously agreed-to re-openers, or pension issues with the City of  
8 Gainesville.

9  
10 **ARTICLE 6**

11 **GRIEVANCE PROCEDURE**

12 6.1 A grievance is defined as a claim reasonably and suitably founded concerning the  
13 alleged violation of the interpretation and application of the express provisions of this  
14 Agreement.

15 6.2 Rules for Grievance Processing:

16 It is agreed:

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

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

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

27 D. In computing time limits under this Article, Fridays (for STEP THREE ONLY),  
28 Saturdays, Sundays and City designated Holidays shall not be counted except  
29 where it is specified by calendar days.

30 E. In settlement of any grievance resulting in retroactive adjustment, such  
31 adjustment shall be limited to ten (10) days prior to the date of the filing of the  
32 grievance.

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

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

5 G. An employee, upon request, shall be entitled to Association representation in  
6 accordance with the provisions of this Agreement at each and every step of the  
7 grievance procedure set forth in this Agreement. This shall not be construed as  
8 requiring the Association to represent a non-member.

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

15 6.3. Any grievance filed shall systematically follow the grievance procedure as outlined  
16 herein and shall adequately set forth the facts pertaining to the alleged violation:

17 STEP ONE: An employee who has a grievance may, with or without Association  
18 representation, submit it in writing to the immediate supervisor who is  
19 outside the bargaining unit. The immediate supervisor who is outside  
20 the bargaining unit shall hold a meeting within 10 days of receipt of  
21 the grievance and give a written response to the employee within ten  
22 (10) days after holding such meeting. The aggrieved employee, upon  
23 his/her request, may be accompanied at this meeting, by the  
24 Association representative. A grievance which involves a disciplinary  
25 action authorized by the Chief of Police may be appealed directly to  
26 the second step of the grievance procedure.

27 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved employee or  
28 the Association may submit a written appeal to the Chief of Police  
29 within ten (10) days after the Step 1 answer was due and shall be  
30 signed by the employee. The Chief of Police or designee shall hold a  
31 meeting within ten (10) days of receipt of the request and give a  
32 written response to the employee and the Association within ten (10)  
33 days after holding such meeting.

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

8   6.4    If the grievance is not settled in accordance with the foregoing procedure, the Union  
9           may request arbitration by serving written notice of intent to appeal on the Office of the  
10          City Manager and the Human Resources Director within twenty (20) calendar days after  
11          receipt of the City's response in Step 3. The written notice shall state the facts of the  
12          case and list the article(s) and the section(s) of such article(s) of this contract alleged to  
13          have been violated. If the grievance is not appealed to arbitration within said twenty (20)  
14          calendar days, the City's Step 3 answer shall be final and binding.

15   6.5    Within fifteen (15) calendar days after receipt of the request for arbitration, the Union  
16          shall complete a "Request For Arbitration Panel Form" and submit it to the Human  
17          Resources Director who shall sign and submit to the Federal Mediation and Conciliation  
18          Service (FMCS). The panel shall be for seven (7) arbitrators; unless the parties can  
19          mutually agree on an arbitrator to hear the grievance. This panel shall consist of  
20          arbitrators residing in Florida unless the parties agree otherwise. If the Union does not  
21          submit a "Request For Arbitration Panel Form" to the Human Resources Director within  
22          said fifteen (15) calendar days, the answer at the previous step shall be binding. Both  
23          the Human Resources Director and the Union shall have the right to strike three (3)  
24          names from the panel. Within fifteen (15) calendar days after receipt of the list, the  
25          Union shall notify the Human Resources Director in writing requesting a date and time to  
26          meet and alternately cross out names on the list. Failure of the Union to notify the  
27          Human Resources Director in writing within the fifteen (15) calendar days of receipt of  
28          the list shall result in the City's Step 3 answer being final and binding. In all cases the  
29          party requesting arbitration shall cross out the first name. The remaining person shall  
30          be the arbitrator. FMCS shall be notified of the selection, following instructions on the  
31          FMCS form, within ten (10) days of the selection being made. The arbitrator shall be  
32          notified of his/her selection, following instructions from FMCS, within ten (10) days of  
33          receiving those instructions, by a joint letter from the City and the Union requesting that

1 he/she set a time and place, subject to the availability of the City and Union  
2 representatives. A copy of this article shall be included.

3 6.6 The arbitration shall be conducted under the rules set forth in this Agreement, not under  
4 the Rules of the FMCS. The arbitrator shall have no authority to modify, amend, ignore,  
5 add to, subtract from or otherwise alter or supplement this Agreement or any part  
6 thereof or 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 Association and shall  
8 have no authority to consider or rule upon any matter which is stated in this Agreement  
9 not to be subject to the arbitration, which is not a grievance as defined in Section 6.1, or  
10 which is not specifically covered by this Agreement. The arbitrator may not issue  
11 declaratory or advisory opinions and shall be confined exclusively to the question which  
12 is presented to him/her, which question must be actual and existing. The arbitrator shall  
13 submit in writing his/her decision within thirty (30) days following the close of the hearing  
14 or the submission of briefs by the parties, whichever is later, provided that the parties  
15 may mutually agree in writing to extend said limitation. Consistent with this section, the  
16 decision of the arbitrator shall be final and binding.

17 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS and  
18 the compensation expenses of the arbitrator, shall be shared equally by the parties to  
19 the arbitration.

20 6.8 Each party shall be responsible for the expense or expenses of any witness or  
21 witnesses it calls.

22 6.9 The cost of any transcript shall be borne solely by the party requesting it.

23  
24  
25 **ARTICLE 7**

26 **NON-DISCRIMINATION**

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

31 7.2 The City and the Association shall apply the provisions of this Agreement equally to all  
32 employees without discrimination because of age, sex, race, religion, national origin,  
33 sexual orientation, political affiliation, disability, marital status, gender identity or  
34 membership or non-membership in the Association as required by applicable federal or

1 state law or City Ordinance or City Policy; including any obligations to reasonably  
2 accommodate a disability under the ADA. Any grievances concerning this paragraph  
3 shall be handled in the grievance procedure only through the third step and shall not be  
4 processed through arbitration.

5 The use of masculine or feminine gender in this Agreement shall be construed as  
6 including both genders.

## 7 8 **ARTICLE 8**

### 9 **DISCHARGE AND DISCIPLINE**

10 8.1 A regular employee may be disciplined or discharged only for just cause and in a fair,  
11 impartial and consistent manner as established by the City. It is understood by the  
12 parties that employees are subject to all Rules and Regulations of the City and of the  
13 Gainesville Police Department.

14 8.2 Any written warnings (counseling forms, Inter-Office Communication's (IOC's)), written  
15 instructions and cautionings (employee notice) or disciplinary actions involving  
16 discharge, demotion, probation and suspension shall be furnished to the employee  
17 outlining the reason for the reprimand. The employee shall be requested to sign the  
18 statement; however, signature does not imply agreement, only knowledge and receipt of  
19 such reprimand. If the employee refuses to sign, this refusal shall be noted and placed  
20 in the employee's personnel file. Whenever possible, the City will make every effort to  
21 reprimand an employee in a private manner so as to avoid embarrassing the employee.  
22 Employee notices imposing written instruction and cautioning and disciplinary actions  
23 involving discharge, demotion, probation and suspension should, except as provided  
24 herein, be issued within twenty (20) days from the time the Chief of Police knows with  
25 reasonable certainty that causes for such actions exist. This limitation shall not apply if  
26 the Chief of Police determines that extenuating circumstances exist.

27 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of pay are  
28 subject to the grievance provisions of this Agreement. Employee Notices (written  
29 instructions and cautionings) are subject to the grievance provisions of this Agreement.  
30 Written warnings (counseling forms, IOC's, performance infractions, AIM) or verbal  
31 warnings are not subject to the grievance provisions of this Agreement. Such warnings  
32 are not to be considered "first offenses" for purposes of progressive discipline.

33 8.4 Any discharged employee who has completed his/her probationary period, or the Florida  
34 Police Benevolent Association, shall have the right to appeal said discharge directly to

1 the third step of the grievance procedure provided such appeal is made within ten (10)  
2 days from the effective date of such action, computed in accordance with Section  
3 6.2(D).

4 8.5 An employee shall not be required to respond in writing to an anonymous complaint of a  
5 non-criminal nature concerning an employee's alleged conduct toward a citizen, which  
6 complaint is made solely by the citizen in question and shall be investigated on a verbal  
7 basis unless and until some corroborating evidence is obtained.

8 8.6 When imposing incremental discipline, the Chief will not:

9 (1) Use prior infractions of the same rule that have occurred more than two years  
10 from the date of the current violation under consideration.

11 (2) Use any verbal or written warning involving the same rule that occurred more  
12 than one year from the date of the current violation under consideration.

13 However, the above 8.6 (1) & (2) may be considered as a part of the overall  
14 disciplinary record when used as justification for discharge.

15 8.7 I.A. investigations for violations of offenses determined by the Department to be minor,  
16 should be completed within forty-five (45) days from the issuance of notice of allegation  
17 of misconduct to the member determined to be the subject of an I.A. investigation.  
18 Notice will be provided by I.A. to the employee in writing or via electronic means which  
19 will serve as the notification that an investigation is being conducted on him/her. At the  
20 end of forty-five (45) days, if the investigation is not completed for reasonable grounds,  
21 the individual under investigation is to be notified with the reason for extension in writing  
22 or via electronic means. Extensions of minor investigations may be extended an  
23 additional forty-five (45) days after such notification.

24 8.8 I.A. investigations for violation of offenses determined by the Department to be major  
25 should be completed within ninety (90) days from the issuance of notice of allegation of  
26 misconduct to the member determined to be the subject of an I.A. investigation. Notice  
27 will be provided by I.A. to the employee in writing or via electronic means which will  
28 serve as the notification that an investigation is being conducted on him/her. At the end  
29 of the ninety (90) days, if the investigation is not completed for reasonable grounds, the  
30 individual under investigation is to be notified with the reason for extension in writing or  
31 via electronic means. Extension of major investigations may be extended an additional  
32 sixty (60) days after such notification.

33 8.9 The running of the limitations period in this article (Article 8) is tolled:

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

16 8.10 When an allegation of employee misconduct is made against a non-probationary  
 17 bargaining unit member, the City will ensure the allegation is reduced to writing and,  
 18 when practicable, it will be requested that the complaint be made under oath. If the  
 19 allegation of employee misconduct is criminal in nature, the complaint will be under oath.

20 8.11 In an effort to provide an intermediate disciplinary action step between written instruction  
 21 and cautioning and actual suspension of an employee (where that employee suffers a  
 22 loss of pay), at the sole discretion of the Chief of Police he/she may impose the  
 23 forfeiture of vacation leave time in lieu of suspension without pay.

24  
 25  
 26 **ARTICLE 9**  
 27 **VACATIONS**

28 9.1. Regular and probationary full-time employees covered by this Agreement shall accrue  
 29 vacation leave based on their date of regular employment and shall be limited to the  
 30 following schedule:

Years of:	<u>Time Accrued</u>
<u>Continuous Service</u>	
1 to 5 years (1 month through 59 months)	80 hours per year
5 to 10 years	96 hours per year



1	(60 months through 119 months)	
2	10 to 15 years	120 hours per year
3	(120 months through 179 months)	
4	15 to 20 years	136 hours per year
5	(180 months through 239 months)	
6	20 years to 25 years	168 hours per year
7	(240 months through 299 months)	
8	25 years or more	176 hours per year
9	(300 months or more)	

11 9.2 The maximum number of vacation hours that employees covered by this Agreement are  
 12 allowed to have as of the anniversary of their adjusted service date (or date of regular  
 13 employment with the City, whichever is later) are as follows:

14	Years of Continuous Service	Time Accrued
15	1 to 5 years	180
16	(1 month through 59 months)	
17	5 years and over	240
18	(60 months or more)	

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

24 9.3 Vacation leave shall continue to accrue during periods of absence in which the  
 25 employee is in pay status.

26 9.4 Vacation leave may be taken with the Chief of Police or his designee's approval and  
 27 chargeable in quantities of not less than one (1) hour.

28 9.5 Should a holiday occur during an employee's vacation, that day shall be charged as a  
 29 holiday.

30 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a vacation,  
 31 except as provided in 9.9 and 9.11.

32 9.7 Vacation leave shall not be granted in advance of being earned. If an employee has  
 33 insufficient vacation leave credit to cover a vacation leave, the employee shall be in a  
 34 no-pay status.

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

3 9.9 Upon termination of employment the employee shall be entitled to compensation for any  
4 earned but unused vacation (annual leave) to his/her credit at the time of termination at  
5 the employee's normal base rate of pay at the time of termination. The official  
6 termination date shall be the last day of active employment and shall not be extended  
7 due to payment for unused vacation (annual leave) time.

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

16 9.10 If an employee is called back to work during his vacation period, the employee shall be  
17 allowed to reschedule with special consideration any vacation time lost as a result of the  
18 call back.

19 9.11 During each fiscal year, employees covered by this agreement shall be permitted to sell  
20 back up to seventy (70) hours of accrued vacation leave to the City. No employee shall  
21 be permitted to sell back accrued vacation leave if he/she has less than eighty (80)  
22 hours of vacation leave. The employee shall not be permitted to sell back accrued  
23 vacation leave if selling back such time brings the employee's total time below eighty  
24 (80) hours.

25  
26 **ARTICLE 10**  
27 **HOLIDAYS**

28 10.1 Nothing in this Agreement will be interpreted to restrict the right of the City to determine  
29 the number and types of employees who will work on a holiday. No employee will be  
30 entitled to work on a holiday unless directed to do so by the City, nor will an employee  
31 be entitled to any pay except holiday pay for any holiday on which the employee did not  
32 work. The City observes the following paid holidays, but reserves the right to schedule  
33 work on these days. Regular full-time employees covered by this Agreement are  
34 entitled to nine (9) paid holidays, listed below:

1	New Year's Day .....	January 1
2	Martin Luther King, Jr.'s Birthday .....	Observance Date
3	Memorial Day .....	Last Monday in May
4	Independence Day .....	July 4
5	Labor Day .....	First Monday in September
6	Veteran's Day .....	Observance Date
7	Day After Thanksgiving .....	Friday after Thanksgiving
8	Thanksgiving Day .....	Fourth Thursday in November
9	Christmas Day .....	December 25

10  
11 Employees covered by this Agreement are also entitled to three (3) Employee Option  
12 Days (taken at a minimum of 1-hour intervals) as follows: The City agrees to provide  
13 three (3) non-cumulative employee option days during the fiscal year to all employees  
14 covered by this Agreement. These days must be taken as normal workdays and must  
15 be taken during the fiscal year in which the employee became eligible, after he/she  
16 attains eligibility, provided the days selected by the employee have prior Department  
17 Head or equivalent approval. Either party may reopen this paragraph (10.1) during the  
18 term of this Agreement, for negotiations only in conjunction with opening Article 11.

19 10.2 To be eligible for a paid holiday, an employee must be in pay status for a full day on  
20 his/her assigned workdays immediately before and after the day on which the holiday is  
21 observed.

22 10.3 Whenever an observed holiday occurs on an employee's scheduled day off and the  
23 employee does not work thereon, the employee shall receive another day off with pay  
24 within the same fiscal year or within 120 days after said holiday, whichever period ends  
25 later, in order to equalize the observed legal holidays as set forth in Section 10.1. Hours  
26 compensated shall match the scheduled holiday work hours of the employee. Either  
27 party may reopen this paragraph (10.3), during the term of this Agreement, for  
28 negotiations only in conjunction with opening Article 11.

29 10.4 Whenever an observed holiday as listed in Section 10.1 occurs on an employee's  
30 regularly scheduled workday or the employee is required to work on a holiday listed in  
31 Section 10.1 on his/her scheduled day off, unless subject to overtime rates, the  
32 employee shall receive his/her regular straight time rate of pay for the hours worked and  
33 receive another day off with pay; or the employee may elect to receive two times his/her

1 regular straight time rate of pay for scheduled hours worked, and their regular straight  
2 time rate of pay for any hours worked in excess of their scheduled shift, with no day off.  
3 Unless the employee declares at least seven (7) calendar days prior to the holiday that  
4 he/she wants to receive only pay for the hours worked, the employee shall receive  
5 his/her regular straight time rate of pay for all hours worked, and another day off with  
6 pay. The day off shall be taken within the same fiscal year or within 120 days after said  
7 holiday, whichever is later. There shall be no pyramiding to this section in the  
8 computation of overtime. Either party may reopen this paragraph (10.4), during the term  
9 of this Agreement, for negotiations only in conjunction with opening Article 11.

10 NOTE: In scheduling a day off as set forth in Section 10.3 and 10.4, every effort will be made  
11 to allow the employee a day off of his/her choice; however, as the needs of the  
12 department come first, management reserves the right to make the final decision.

13 10.5 Failure to report for work on a holiday after having been scheduled to work on such  
14 holiday shall be just cause for denial of holiday pay and may result in disciplinary action  
15 being taken.

16 10.6 Should a holiday occur during an employee's sickness, it shall be the option of the  
17 employee to be charged with a sick day or holiday if the sickness includes two or more  
18 consecutive workdays immediately preceding and/or following the holiday.

## 19 **ARTICLE 11**

### 20 **HOURS OF WORK**

21  
22 11.1 The parties agree that employees in the bargaining unit work a flexible schedule of  
23 hours whose work responsibilities require the exercise of independent judgment in the  
24 performance of their management and administrative duties.

25 11.2 The work period for all employees covered by this Agreement shall consist of a period of  
26 fourteen (14) consecutive days. Lieutenants presently assigned to this schedule shall  
27 not have the fourteen (14) day work period substantially modified unless they are  
28 provided an opportunity to discuss such change.

29 A. All authorized and approved work performed for the City in excess of eighty (80)  
30 hours in a fourteen- (14-) day pay period by all employees shall be paid at the  
31 rate of one and one-half (1½) times the employee's straight time hourly rate of  
32 pay.

33 B. Further, nothing herein shall require the payment of time and one-half (1½) when  
34 an insubstantial amount of time is worked in excess of the normal workday. For

1 the purpose of this Article, an insubstantial amount of time shall be considered  
2 any period of time less than seven (7) minutes.

3 C. Only hours worked for the City, including appearance on behalf of the City in a  
4 quasi-judicial or judicial proceeding arising out of course and scope of  
5 employment with the City, shall count for the purpose of determining hours to be  
6 paid at a time and one-half (1½) rate. Nothing in this Agreement shall be  
7 construed to require the payment of time and one-half (1½) more than once for  
8 the same hours worked.

9 11.3 Lieutenants presently scheduled to normally work four shifts of approximately ten hours  
10 each per week shall not have the 4/10 feature substantially modified unless they are  
11 provided an opportunity to discuss such change.

12 11.4 Lunch hours shall be paid as part of the scheduled workday for all Lieutenants and shall  
13 not be substantially modified unless the association is provided the opportunity to  
14 negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.

15 11.5 All employees shall receive pay for attending "Community Policing Events" as defined by  
16 the Chief of Police or Designee (e.g., crime watch meeting, neighborhood cleanup, etc.)  
17 in accordance with the following:

18 1. When attendance at a "Community Policing Event" begins while on duty and  
19 continues past the end of the normal duty shift, or begins prior to the start of the  
20 normal duty shift and continues into the normal duty shift, the time shall be  
21 considered a continuation of the normal workday.

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

28 11.6 All employees shall receive pay for attending mandatory "Administrative Meetings" (e.g.  
29 Tactical Briefings, Command Staff, Monthly Lieutenants Meeting, etc.) while off duty in  
30 accordance with the following:

31 1. When attendance at a mandatory "Administrative Meeting" begins and ends  
32 while off duty, the employee shall receive overtime pay at a rate of one and one-  
33 half (1½) times his/her straight time rate of pay for all hours worked while  
34 attending such "Administrative Meetings" or the employee shall receive a

1 minimum guarantee of two (2) hours at one and one-half (1½) times his/her  
2 straight time rate of pay, whichever is greater.

3 2. When attendance at a mandatory "Administrative Meeting" begins and ends  
4 while off duty, the employee shall receive overtime pay at a rate of one and one-  
5 half (1½) times his/her straight time rate of pay for all hours worked while  
6 attending such "Administrative Meetings" or the employee shall receive a  
7 minimum guarantee of two (2) hours at one and one-half (1½) times his/her  
8 straight time rate of pay, whichever is greater.

9 3. The employee shall be given the option to adjust his/her schedule to begin  
10 his/her regular work day at the start of an "Administrative Meeting" and work his  
11 regularly scheduled hours of work for that day.

12  
13  
14 **ARTICLE 12**

15 **SICK LEAVE**

16 12.1 Employees will earn sick leave at the rate of ninety-six (96) hours annually.

17 12.2 Sick leave will be granted upon approval of the Department Head, or his/her designee,  
18 for the following reasons:

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

22 B. For personal medical and dental appointments.

23 C. For absence due to a compensable injury arising out of the course of City  
24 employment (employee may request the Department Head, or his/her designee,  
25 to allow him/her to remain on full pay for the period which can be covered by sick  
26 leave balance when prorated with the amount being paid by Workers'  
27 Compensation).

28 D. An employee may use up to twelve (12) days of accrued sick leave or fifty  
29 percent (50%) of the employee's currently accrued sick leave, whichever is  
30 greater, for illness of a member of an employee's immediate family [defined as  
31 spouse, certified or registered domestic partner, dependent child(ren), mother or  
32 father] living in the same domicile, or dependent children not living in the same  
33 domicile. For the purpose of this article, dependent children are defined as the  
34 employee's unmarried, natural, adopted, or step-child(ren), or a child whom the

1 employee has been appointed legal guardian or legal custodian, or the natural or  
2 adopted child(ren) of the employee's current certified or registered domestic  
3 partner, who are under the age of 19; or if over the age of 19 meet the criteria for  
4 dependency as defined in the City's health insurance policy; or are handicapped  
5 children as defined in said policy. Management may require confirmation of the  
6 illness from the employee by furnishing a doctor's certificate, or any other means  
7 deemed appropriate. The City Manager may waive these restrictions if he/she  
8 find special circumstances exist.

9 12.3 All employees are required to notify the designated supervisor on duty as early as  
10 possible. In the case of non-shift employees, no later than the starting of his/her  
11 scheduled workday and in the case of shift employees, no later than sixty (60) minutes  
12 prior to the starting of his/her scheduled workday, when he/she is unable to report for  
13 work because of illness or injury, giving the reason for absence. Employees failing to  
14 comply with this provision shall not be allowed to charge their absence to sick leave  
15 unless waived by the Department Head, and will not receive pay for this leave. All shift  
16 employees will notify the designated supervisor at least one (1) hour in advance of their  
17 intent to return to work following absence due to illness or injury of more than two (2)  
18 days. It shall be the mutual obligation of the City and the Association to cooperate with  
19 each other in order to prevent abuse of sick leave.

20 12.4 A. An employee absent for three (3) or more consecutive workdays shall be  
21 required to report to Employee Health Services prior to returning to work to verify  
22 that the employee is fit to work. An employee shall remain in sick leave status  
23 until he/she is released by Employee Health Services and reports to his/her work  
24 site. This provision may be waived temporarily by Management for employees  
25 returning to work anytime that Employee Health Services is not open, except in  
26 cases of injury in which this provision shall apply. Such absence shall require a  
27 doctor's written statement of diagnosis verifying the employee's illness or injury,  
28 which will be turned in to Employee Health Services, or a similar statement from  
29 the City's Occupational Health Nurse which will be turned in to the Department's  
30 Medical Records Custodian or his/her designee, or sick leave will not be allowed.

31 B. A doctor's written statement of diagnosis verifying illness or injury of less than  
32 three (3) consecutive day(s) shall be required by the City in cases of frequent  
33 use of sick leave or when the pattern of sick leave usage indicates potential  
34 abuse of sick leave privileges. If this doctor's statement is to be required on a

1 continual basis, the employee shall be so notified, in writing, prior to the  
2 imposition of such requirement. The duration of each such requirement shall not  
3 exceed one (1) year. A copy of such notice shall be placed in the employee's  
4 master personnel file.

5 C. The employee may be required by the appropriate Department Head, or his/her  
6 designee, to obtain a written statement of diagnosis verifying illness or injury  
7 from the City's doctor prior to returning to work. Expenses of obtaining a  
8 statement from the City's doctor shall be borne by the City. Expenses of a  
9 doctor other than the City's doctor, if any, resulting from verification of illness or  
10 injury, shall be the responsibility of the employee.

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

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

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

29 12.5 Sick leave may not be charged in increments of less than two (2) hours without prior  
30 approval by the Department Head or his/her designee. Sick leave shall not be granted  
31 in advance of being earned. Vacation and banked holiday may be used in lieu of sick  
32 leave, however, the employee shall be considered sick and not on vacation and the time  
33 used shall be treated as sick leave for all purposes. When an employee has insufficient



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

3 This paragraph pertains to unscheduled absences and is not intended to prevent  
4 advanced scheduling of vacation as outlined in Article 9, Section 9.4.

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

8 12.7 Sick leave shall continue to accrue during the periods of absence in which the employee  
9 is in pay status.

10 12.8 Employees who are transferred from one department to another shall have their sick  
11 leave credits transferred with them.

12 12.9 Unused sick leave is forfeited upon termination from the City's service.

13 12.10 Employees taking sick leave shall be compensated at their regular rate of pay for the  
14 time off work.

15 12.11 The sick leave incentive award will be given by the City to employees who use little or no  
16 sick leave, or vacation in lieu of sick leave, during a period of one (1) year. Eligibility for  
17 the incentive award shall be based on:

- 18 1. Date of hire or adjusted service date.
- 19 2. The amount of sick leave, or vacation in lieu of sick leave, used in the previous  
20 year of service.

21 12.12 The incentive award will be credited to an employee's accrued vacation leave and may  
22 be used as set forth in Article 9. The incentive award is computed on the following basis  
23 for each year of eligibility:

Sick Leave, or Vacation in Lieu of Sick Leave, <u>Used</u>	<u>Work Hours Awarded</u>
24 2 hrs or less	32
25 more than 2 through 10	24
26 more than 10 through 20	16
27 More than 20	None

28 12.13 Any sick leave appearing on the employee's record in the Human Resources  
29 Department that is accrued and unused upon the ratification date of this Agreement  
30 shall be converted to additional service credit for determining pension benefits, except  
31 as provided below. Each such day of unused sick leave shall be converted to one (1)  
32 full day of additional employment service credit.  
33  
34  
35

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

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

12.14 For individuals whose most recent hire date is after the ratification date of this Agreement (October 1, 2011 – September 30, 2014), the maximum accumulated unused sick leave shall not exceed 1,040 hours. Employees with sick leave balances above the cap shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date occurs.

Upon entering into the Deferred Retirement Option Plan (DROP), except as provided in 12.13 above, employees may elect to apply accumulated and unused sick leave hours to attain the requisite years of credited service for eligibility, to provide for additional credited service, or retain some or all of their unused sick leave for use during their employment while participating in the DROP. In the case of a reverse DROP, members may utilize the lesser of the sick leave balance in existence on the effective date of commencement of participation, the balance in existence as of the ratification date of this Agreement (October 1, 2011 – September 30, 2014), or the balance in existence ninety (90) days after declaration of intention to enter the reverse DROP, except as provided in 12.13 above. Any unused sick leave remaining at the expiration of the DROP participation or period will be forfeited.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

13.1 In the event of death in an employee's immediate family, he/she shall be granted leave with pay by the employee's Department Head for three working days. The employee shall be required to furnish to management such information as may be requested to

1 properly administer this Article. Leave granted in the event of death of a relative other  
2 than those in the immediate family shall be charged as vacation leave.

3 13.2 For the purpose of this Article, the following relationships shall be considered immediate  
4 family: father, mother, foster parent, brother, sister, spouse, son, daughter, current  
5 father-in-law, current mother-in-law, grandfather and grandmother, current step-mother,  
6 current step-father, and step children and foster children of the employee, spouse or  
7 certified or registered domestic partner if living in the same domicile. In addition, also  
8 included are: certified or registered domestic partner, natural or adopted children of  
9 certified or registered domestic partner, father of certified or registered domestic  
10 partner, mother of certified or registered domestic partner, current certified or registered  
11 domestic partner of employee's natural mother or father.

12 13.3 Employees taking bereavement leave shall be compensated at their regular rate of pay  
13 for the time off work.

14 13.4 Regular part-time employees are eligible to receive bereavement leave in the proportion  
15 that their workweek bears to a full-time workweek. A part-time employee whose  
16 average workweek over a four (4) week period is greater or less than their normal  
17 scheduled workweek shall have their leave hours changed to reflect the higher or lower  
18 average workweek until it returns to normal.

19 13.5 Bereavement leave must be taken within five (5) days of the death or funeral.

## 20 **ARTICLE 14**

### 21 **JURY DUTY/COURT APPEARANCE**

22  
23 14.1 Any employee covered by this Agreement who is required to perform jury service during  
24 his/her normal work day in a county, state or federal court, shall be paid his/her regular  
25 rate of pay for the period of such service. Employees receiving a summons for jury duty  
26 must notify their immediate supervisor promptly or as soon as possible after receiving  
27 such notice. Any employee failing to make such notification will not be paid for the  
28 period of said absence. A Request for Leave form must be completed by the employee  
29 with a copy of the court summons attached and must be approved by the Department  
30 Head or appropriate authority prior to payment for such time off. Employees shall be  
31 permitted to retain witness fees as provided by law.

32 14.2 An employee who is excused from jury duty or from appearance as a witness during  
33 his/her normal work day must report to his/her supervisor to determine if he/she will be  
34 required to work the remainder of his/her normal work schedule.

1 14.3 Employees who are involved in civil action initiated by themselves or outside the scope  
2 of their employment will not be covered under this article, unless authorized by the Chief  
3 of Police.

4 14.4 Lieutenants covered by this Agreement shall receive court pay in the following manner:

5 A. When the court appearance begins while on duty and continues past the end of  
6 the normal duty shift, or begins prior to the start of the normal duty shift and  
7 continues into the normal duty shift, the employee will be permitted to retain  
8 witness fees and the court time shall be considered a continuation of the normal  
9 duty shift.

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

13 C. A telephone deposition of the employee while off duty shall be compensated with  
14 a minimum of one (1) hour's pay.

15 D. An employee placed on standby status for court duty, while off duty, shall receive  
16 a minimum of three (3) hours at the premium rate of one and one-half (1 ½)  
17 times the employee's straight time hourly rate of pay as set forth in Attachment A  
18 for each date that the employee is required to serve such standby. For purposes  
19 of this paragraph, "standby" means to be prepared to respond within one (1)  
20 hour in court-appropriate attire to a court appearance while off duty.

21

22 **ARTICLE 15**

23 **LONGEVITY PAY**

24 15.1 All regular full-time employees hired before March 2, 1992, shall receive longevity pay in  
25 accordance with Chapter 2, Article VII, Division 3, of the Gainesville Code of Ordinances  
26 in effect upon the date of ratification.

27

1 **ARTICLE 16**

2 **HOSPITALIZATION AND LIFE INSURANCE**

3 16.1 Premium increases shall be shared equally by the employee and the employer; provided  
4 that the employee shall not pay more than twenty percent (20%) of the total premium for  
5 Employee only coverage.

6 16.2 Part-time employees shall pay biweekly for Health Insurance on a three-quarter (¾) or  
7 one-half (½) time based upon the budgeted level of their part-time position.

8 16.3 The City, during the term of this Agreement, will pay one hundred percent (100%) of the  
9 premium cost for life insurance.

10 16.4 The City may open this article at any time during the term of this Agreement with thirty  
11 (30) days notice to the PBA.

12 16.5 Employees covered by this Agreement who retire during the term of this Agreement  
13 shall receive the Retiree Insurance Benefit as described below, ending the month of  
14 September 2014, unless changes to said Benefit described below are negotiated in  
15 accordance with Chapter 447, Florida Statutes. After the month of September 2014,  
16 unless changes to said Benefit described below are negotiated in accordance with  
17 Chapter 447, Florida Statutes, the City shall have no obligation whatsoever to make any  
18 payment for any retiree insurance benefits, described below, or as provided by any  
19 ordinance of the City of Gainesville or otherwise provided for any employee covered by  
20 this Agreement.

21 The City's contribution towards a monthly premium shall be determined as  
22 follows:

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

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

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

30  
31 Such Retiree who entered a regular DROP before September 1, 2008, shall  
32 have the period of employment while in the regular DROP added to the years  
33 of credited service for the purposes of calculation described in this  
34 subsection (a).

1 (b) Disability retirement. The amount that the City will contribute towards the  
2 required premium, for covered employees who became retirees based upon  
3 an application for disability retirement submitted after the effective date of  
4 this Section 16.5 will be:

5 (1) For approved "in-line-of-duty" disabilities under the consolidated police  
6 officers and firefighters retirement plan, the City will contribute towards an  
7 individual premium an amount equal to 80 percent of the individual  
8 premium of the least costly (lowest premium) City group health insurance  
9 plan option being offered at the time the disability retirement is approved.

10 (2) For approved "in-line-of-duty" disabilities under the consolidated police  
11 officers and firefighters retirement plan, the City will contribute towards  
12 any other (than described in subsection 1 above) tier of coverage an  
13 amount equal to 150 percent of the individual premium of the least costly  
14 (lowest premium) City group health insurance plan option being offered at  
15 the time the disability retirement is approved.

16 (3) For approved disabilities other than "in-line-of-duty", the City will  
17 contribute 50 percent of the amount described in subsections 1. and 2.  
18 above.

19  
20 (c) The City's amount of contribution toward the monthly premium, calculated  
21 under (a) or (b) above, will be adjusted annually at a rate of 50% of the  
22 annual percentage change in the individual premium of the least costly option  
23 offered the prior plan year. The adjustment will occur at the beginning of the  
24 first Plan Year after the initial City contribution has been determined. The  
25 amount of City contribution the retiree would initially be eligible for, calculated  
26 as of the date of retirement, will be adjusted annually, whether or not the  
27 retiree has chosen to enter the retiree health insurance program immediately  
28 upon retirement.

29 (d) City's Contribution

30 (1) In no event shall the City's contribution toward a premium as described  
31 above, exceed the amount of the premium the City contributes for active  
32 covered employees for the least costly (lowest premium) City group health  
33 plan option being offered at that time, for the applicable tier of coverage  
34 involved. In the event that the eligible retiree has elected to participate in the

1 City sponsored, if any, Medicare supplement plan in lieu of participating in  
2 the City group health plan(s), the city's contribution shall not exceed the  
3 amount of the premium for the Medicare supplement plan.

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

9 Either party may reopen this Subsection 16.5 for negotiation with a thirty- (30-) day written  
10 notice.

## 13 **ARTICLE 17**

### 14 **TUITION REIMBURSEMENT PROGRAM**

15 17.1 Tuition reimbursement shall be administered in accordance with the City of Gainesville  
16 HR Policy B-1, which was revised on 10/4/12. The City will not substantially modify  
17 application of this policy, as it pertains to employees covered by this Agreement, unless  
18 the Association is provided an opportunity to negotiate in accordance with Chapter 447,  
19 Florida Statutes concerning the change.

20 17.2 The City of Gainesville will provide funding to support this program and to assist  
21 employees with accredited educational tuition costs. An attempt will be made to  
22 distribute above said funds so they will be available for each school term.

## 24 **ARTICLE 18**

### 25 **MISCELLANEOUS EMPLOYEE BENEFITS**

26 18.1 The City, during the term of this Agreement (October 1, 2011 – September 30, 2014),  
27 will provide a dry cleaning allowance each year of the Agreement in the amount of  
28 560.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April  
29 1. The City, during the term of the Agreement (October 1, 2011 – September 30,  
30 2014), shall provide an annual clothing allowance each year of the Agreement in the  
31 amount of \$585.00. One-half (½) shall be paid on a pro rata basis on or about October  
32 1 and April 1. Each fiscal year all employees covered by this agreement shall receive  
33 one hundred dollars (\$100.00) annual leather allowance.

1 In the event ratification occurs after one or more payments would have been made, the  
2 City agrees to provide full payment for any part of this allowance not paid to members,  
3 as described herein. Such payment shall be made within sixty (60) days of ratification of  
4 this Agreement.

5 18.2 Annual health assessments will be given employees covered by this Agreement.  
6 Periodic physical examinations will be given employees covered by this Agreement as  
7 follows: (Type A at employment and at age 40, 50 and 60. Type B at age 30, 35, 45  
8 and 55.) The City's Employee Health Services and/or the City doctor may prescribe  
9 more extensive tests (e.g., stress, EKG) should the physical history or preliminary lab  
10 work indicate a need for a more extensive physical examination.

11 18.3 In the event of death, all compensation due to the employee as of the effective date of  
12 death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee  
13 as determined by law or by executed forms in his/her personnel folder.

14 18.4 When an employee is required to use his/her personal automobile in the performance of  
15 City business, said employee will be reimbursed for operating expenses at the rate  
16 outlined in the City's Travel Policy, exclusive of mileage traveled to and from his/her  
17 work location.

18 18.5 An employee, upon request, shall be entitled to Association representation at  
19 disciplinary interviews or conferences in accordance with law.

20 18.6 If the State of Florida discontinues the funding of the Salary Incentive Program for local  
21 and state law enforcement officers and Correctional Officers (F.S.943), then the City  
22 shall, upon request, meet and confer with the Association concerning the City's adoption  
23 and funding of an analogous program.

24 18.7 The take-home car program shall be amended as follows:

25 A. All employees who have a Police department take-home vehicle, shall be  
26 permitted to use the take-home vehicle within Alachua County for the purposes  
27 of driving to and from work, attending accredited schools (educational classes),  
28 picking up and dropping off uniforms at the dry cleaners, or engaging in physical  
29 fitness activity.

30 B. In addition, employees may transport passengers who are not City employees  
31 and are not on City business while the employee is driving to and from work and  
32 is off-duty under the following conditions:

33 1. Passengers are restricted to the employee's dependent children;



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

1 D. Nothing in this Agreement shall be construed to prohibit the Police Department  
2 from temporarily suspending or from revoking the use of a take-home vehicle  
3 based on disciplinary action as outlined in the departmental manual.

4 18.8 There shall be only one official personnel file for each employee, which shall be  
5 maintained in the Human Resources Department. Employees will be given a copy of  
6 any disciplinary action placed in the employee's official personnel file. Any employee  
7 disagreeing with a disciplinary action placed in such file shall be allowed to have his  
8 views regarding such action placed in the file. An employee will have the right to review  
9 his own official personnel file at reasonable times under proper supervision.

10 18.9 The Lieutenant who is assigned as the Special Weapons and Tactics (SWAT) (or  
11 equivalent) unit commander shall receive \$100.00 per month for each full month of  
12 assignment.

## 13 **ARTICLE 19**

### 14 **LAYOFF**

15  
16 19.1 In the case of personnel reductions, the employees with the least seniority shall be laid  
17 off first. No new employee shall be hired until the laid-off employee has been given the  
18 opportunity to return to work. Seniority shall begin with the time in grade, including  
19 approved leaves of absence of less than one year. If time in grade is equal, the next  
20 determining factor will be departmental seniority.

21 19.2 Whenever the Chief of Police, under Section 19.1, determines a person in the  
22 classification of Lieutenant, should be laid off, that person shall have the option of  
23 being laid off or of being reduced to the next lower classification in the Department  
24 (both responsibility and pay wise). In the latter event (reduction), the provisions of  
25 the labor agreement pertaining to employees in the lower classifications shall be  
26 used to determine layoffs.

## 27 **ARTICLE 20**

### 28 **RECALL**

29  
30 20.1 Recall.

31 A. Employees laid off or reduced as set forth in Section 19.1 shall be recalled in the  
32 reverse order from which they were laid off.

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

12  
13  
14 **ARTICLE 21**

15 **LENGTH OF SERVICE**

16 21.1 Length of Service.

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

- 19 A. The employee quits.
- 20 B. The employee is discharged.
- 21 C. The employee who has been laid-off fails to report to work within a period of  
22 seven (7) calendar days after being recalled by certified letter sent to the last  
23 known address as shown on the records of the Human Resources Department.  
24 Any extenuating circumstances may receive consideration by management and  
25 the Human Resources Director.
- 26 D. The employee fails to report for work at the termination of a leave of absence.
- 27 E. The employee works on another job while on leave of absence without the City's  
28 permission.
- 29 F. The employee is laid off for a period longer than one hundred eighty (180) days.
- 30 G. The employee is absent without leave for three (3) consecutive workdays without  
31 notifying his supervisor or the Human Resources Department. Such absence  
32 shall constitute a voluntary quit. Any extenuating circumstances may receive fair  
33 consideration by the Human Resources Director.

1 H. The employee voluntarily retires or is automatically retired under the terms of the  
2 retirement plan.

3 21.2 Provided, however, and in any event, any action under this Article shall not be in  
4 derogation of the City's Affirmative Action Plan.

5  
6 **ARTICLE 22**

7 **WORKERS' COMPENSATION**

8 22.1 Payment of workers' compensation benefits to all employees who are disabled because  
9 of an injury arising out of, and in the course of, performing their duties with the City will  
10 be governed as follows: full workers' compensation benefits as provided in accordance  
11 with the Workers' Compensation Law, Chapter 440, Florida Statutes.

12 22.2 When an employee is absent due to a compensable injury as a result of actively  
13 engaging in official police duties as determined by management, he/she shall receive  
14 his/her regular pay for the first thirty (30) calendar days of such absence. However, in  
15 the case of an accident in which the thirty- (30-) day injury leave applies and where the  
16 employee is determined to be at fault by Risk Management, the amount of injury leave  
17 shall be fifteen (15) calendar days. But, such payment shall not, when added to  
18 workers' compensation benefits, total more than the normal take home pay (gross base  
19 pay minus taxes) received by the employee immediately prior to such absence.

20 22.3 An employee sustaining a lost-time injury may use earned but unused sick, vacation, or  
21 banked holidays. The request must be made to the Department Head to allow the  
22 employee to remain on full pay for the period which can be covered by the sick,  
23 vacation, or banked holidays balance when pro-rated with the amount being paid by  
24 workers' compensation as set forth in paragraph 1.

25 22.4 After employees are authorized to return to rehabilitative duty, they shall receive no  
26 further benefits under this Article nor shall they be entitled to elect to take sick leave in  
27 lieu of returning to work.

28  
29 **ARTICLE 23**

30 **LEAVE WITHOUT PAY**

31 23.1 GENERAL INFORMATION

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

5 A. Leaves of absence will be granted for Family and Medical Leave (FMLA) - see  
6 Section 23.6.

7 B. Leaves of absence may be granted under conditions similar to FMLA for  
8 employees to care for Certified or Registered Domestic Partners (Partner  
9 Leave) – see Section 23.9.

10 C. Leaves of absence without pay may be granted for Personal Leave - see Section  
11 23.10.

12 23.2 Leave Request Procedure:

13 Employees are expected to be familiar with and are required to follow the leave  
14 procedures as outlined in the Leave Request Procedures Section. Leave requests for  
15 less than one full pay period should be handled with a Leave Request Form attached to  
16 the time sheet. Employees may be required to report on his/her status and intention to  
17 return to work and may be subject to loss of benefits and/or discipline for failure to do  
18 so.  
19

20 23.3 Continuity of Service:

21 Any leave without pay for one full pay period or more which is approved in accordance  
22 with these procedures shall not constitute a break in service, but will constitute an  
23 adjusted service date. If leave is ninety (90) days or longer, the employee's pension  
24 service date will be affected.

25 23.4 Expiration of Leave and Reinstatement:

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

28 23.5 Extension of Leave:

29 If an extension of the leave is required, a request for the extension must be submitted  
30 on the Leave Request Form at least five (5) days in advance of the leave expiration.

31 Consideration of an extension will be based on the same criteria as the original request.  
32 Failure to return to work at the expiration of the leave may result in termination.

33 23.6 Family and Medical Leave:

1 A. Eligible employees may take a maximum of twelve (12) weeks of Family and  
2 Medical Leave in their FMLA leave year. This leave may be paid if applicable leave is  
3 available or the leave may be unpaid.

4 FMLA will be granted for:

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

18 B. An eligible employee who is the spouse, son, daughter, parent or next of kin of a  
19 covered servicemember, as defined by the FMLA, who is recovering from a  
20 serious illness or injury sustained in the line of duty is entitled to up to twenty-six  
21 (26) weeks of leave in a single twelve- (12-) month period to care for the  
22 servicemember. This military caregiver leave is available during a single twelve-  
23 (12-) month period during which an employee is entitled to a combined total of  
24 twenty-six (26) weeks of all types of FMLA leave.

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

- 29 (i) leave under subsection B; or
- 30 (ii) a combination of leave under subsection A and leave under  
31 subsection B above.

32 C. Eligibility Requirements

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

1 D. Definition of Serious Health Condition

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

- 4 (i) inpatient care at a hospital, hospice, or residential medical care facility, or
- 5 (ii) continuing treatment by a health care provider; or
- 6 (iii) for the purpose of leave under 23.8.1, in the case of a member of the  
7 Armed Forces, including a member of the National Guard or Reserves,  
8 means an injury or illness incurred by the member in line of duty on active  
9 duty in the Armed Forces that may render the member medically unfit to  
10 perform the duties of the member's office, grade, rank, or rating.

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

16 E. Use of Leave

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

22 F. Substitution of Paid Leave for Unpaid Leave

23 The City requires the use of all appropriate accrued paid leave while taking FMLA  
24 leave (see 23.7).

25 G. Employee Responsibilities

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

30 Employees must provide sufficient information for Employee Health Services (EHS)  
31 to determine if the leave qualifies for FMLA protection and the anticipated timing and  
32 duration of the leave. Sufficient information may include that the employee is unable  
33 to perform job functions, the family member is unable to perform daily activities, the  
34 need for hospitalization or continuing treatment by a healthcare provider and

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

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

11 H. Conditions:

- 12 1. Leave without pay for one (1) full pay period or more will not be considered time  
13 worked for purposes of accruing seniority, longevity, vacation, sick or other  
14 employee benefits.
- 15 2. Employees may take Family and Medical Leave in twelve (12) consecutive  
16 weeks, may use the leave intermittently, or under certain circumstances may use  
17 the leave to reduce the workweek or workday, resulting in a reduced hour  
18 schedule. Except for care for a covered servicemember, the FMLA-covered  
19 leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month  
20 period measured forward from January 1. However, for the birth, placement,  
21 adoption of a child, or bonding/well newborn care after such, the City and the  
22 employee must mutually agree to the schedule before the employee may take  
23 leave intermittently or work a reduced hour schedule.
- 24 3. The City may temporarily transfer an employee to an available alternative  
25 position with equivalent pay and benefits if the employee is qualified for the  
26 position and the alternative position would better accommodate the intermittent  
27 or reduced schedule.
- 28 4. If an employee out on regular paid leave seeks to extend that leave under the  
29 provisions of the Family and Medical Leave Act, the City may classify and apply  
30 leave already taken towards the employee's twelve- (12-) week total upon  
31 appropriate information from the employee.
- 32 5. The employee's position may be filled by a temporary appointment or  
33 assignment of another employee. At the expiration of the leave, the employee



1 shall be reinstated in the position vacated, if it exists and reinstatement is  
2 otherwise warranted.

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

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

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

30 23.7 How available paid leave is applied to an FMLA qualifying event

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

34 B. Designated Leave System

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

17 23.8 FMLA and Partner Leave Definitions

- 18 A. Child: includes a biological, adopted or foster child, stepchild, a legal ward, or a  
19 child for whom the employee stands in loco parentis (i.e. in the place of a parent)  
20 who is under eighteen (18) years of age; or eighteen (18) years of age or older  
21 and incapable of self care because of a mental or physical disability. (FMLA)
- 22 B. Parent: means the biological parent of an employee or an individual who stood in  
23 loco parentis to an employee when the employee was a son or daughter. (FMLA)
- 24 C. Leave Year: The twelve- (12-) month period measured forward from January 1  
25 each year, except in the care of covered service member caregiver leave (see  
26 23.6B).

27  
28 23.9 Certified or Registered Domestic Partner medical leave (Partner)

- 29 A. Eligible employees may take a maximum of twelve (12) weeks of Partner  
30 medical leave in the FMLA leave year. Eligible employees may also take  
31 covered service member caregiver leave, if the covered service member is the  
32 eligible employee's Certified or Registered Domestic Partner, for a maximum  
33 twenty-six (26) weeks as described in 23.6B. Unless otherwise required by law,  
34 the amount of partner leave available to an employee may be reduced by leave

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

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

7  
8 23.10 Personal Leave

- 9 A. An employee may be granted a Personal Leave without pay for a period of time  
10 not to exceed a total of one (1) year, for the following reasons:

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

- 17 B. Conditions:

- 18 1. Employees must apply for Personal Leave in writing at least ten (10)  
19 working days prior to the beginning of the leave. Personal Leave may be  
20 granted and if granted may be paid, unpaid, or a combination of paid and  
21 unpaid leave. Prior to being placed on unpaid Personal Leave under this  
22 section, employees must first exhaust all accrued vacation and personal  
23 leave.  
24 2. Unpaid leave for one (1) full pay period or more will not be considered  
25 time worked for purposes of accruing seniority, longevity, vacation, or  
26 sick or other employee benefits.  
27 3. During an employee's approved Personal Leave without pay, his/her  
28 position may be filled by a temporary appointment, or regular assignment  
29 of another employee. At the expiration of the leave, the employee shall  
30 be reinstated to the position vacated if it has not been filled regularly  
31 during the leave. If the position has been filled, then the employee will be  
32 reinstated to another position which is vacant and for which the employee  
33 is qualified. The replacement position shall not be at a higher wage rate

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

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

6 5. Upon returning to work from a medical leave, the employee must report  
7 to Employee Health Services. The employee may be required to submit  
8 a written approval from their health care provider stating the employee is  
9 approved to return to work. The employee may be required to complete  
10 a fitness for duty examination.

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

29

**ARTICLE 24**  
**MILITARY LEAVE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

24.1 Active duty.  
The City Manager shall grant a regular employee under his/her authority leave for active military service or state active duty in accordance with applicable law.

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

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

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

24.4 Military Leave Without Pay  
In the event military leave is required in excess of the time allowed in paragraphs 24.2 and 24.3; the employee may be granted additional leave without pay or he/she may elect to use earned vacation leave. Vacation leave will not be required prior to allowing leave without pay.

1 **ARTICLE 25**

2 **HEALTH AND SAFETY**

- 3 25.1 The Employer agrees that it will conform to and comply with laws as to safety and health  
4 properly required by federal, state and local law. The City and the Association will  
5 cooperate in the continuing objective of eliminating accidents and health hazards.
- 6 25.2 The City and the employees will make reasonable effort to maintain and use all  
7 equipment in a safe manner. Police vehicles will be cleaned and serviced on a regular  
8 basis.

9  
10 **ARTICLE 26**

11 **LIABILITY**

- 12 26.1 The City will defend any actions in tort brought against any employee(s) covered by this  
13 Agreement as a result of any alleged negligence of said employee(s) arising out of and  
14 in the scope of their employment with the City unless such employee(s) acted in bad  
15 faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of  
16 human rights, safety or property.
- 17 26.2 Whenever a City employee is sued for actions taken in the course of duty, the City will  
18 provide legal defense through the lawyer supplied by the City or its insurance carrier. In  
19 exceptional cases when a claim for punitive damages has been made, the City will pay  
20 reasonable fees for additional counsel selected by the employee and the City, when the  
21 City Commission has approved the hiring of additional counsel before the contract of  
22 hire is made.
- 23 In no case will the cost of additional legal counsel be paid by the City unless prior  
24 approval is given as stated above, and in no case will the City pay punitive damages, if  
25 levied.

26  
27 **ARTICLE 27**

28 **WAGES**

- 29 27.1 Wage Increases
- 30 A. Effective upon ratification, all employees covered by this Agreement, including  
31 employees participating in the DROP, shall receive a one-time, lump sum  
32 payment of \$1,500. This payment shall not be included in pensionable wages.

- 1 B. Except as provided in 27.4 below, effective the first full pay period in January  
2 2013, employees covered by this Agreement being paid a base pay rate within  
3 the pay range of their appropriate classification shall have their base pay rate  
4 increased by \$1,770. Employees whose individual base rate prior to the  
5 increase is less than \$1,770 from, equal to, or greater than the range maximum  
6 shall have their base rate increased to the maximum of the range, as necessary,  
7 and shall receive a one-time, lump sum payment for that portion of the \$1,770  
8 that is above the range maximum. There shall be no pay range movement for  
9 the 2013 contract year (October 1, 2012 – September 30, 2013).
- 10 C. Except as provided in 27.4 below, effective the first full pay period in January  
11 2014, employees covered by this Agreement being paid a base pay rate within  
12 the pay range of their appropriate classification shall have their base pay rate  
13 increased by \$1,770. Employees whose individual base rate prior to the increase  
14 is less than \$1,770 from, equal to, or greater than the range maximum shall have  
15 their base rate increased to the maximum of the range, as necessary, and shall  
16 receive a one-time, lump sum payment for that portion of the \$1,770 that is  
17 above the range maximum. Either party may, upon written notice prior to  
18 November 1, 2013, reopen this paragraph to discuss modifications to pay ranges  
19 only.
- 20 D. Employees covered by this Agreement shall have their base pay rate reduced by  
21 five percent (5%) and the employer shall contribute such amount to the Retiree  
22 Health Savings (RHS) plan adopted by the City Commission.
- 23 E. There shall be no Wage Increases after the expiration date of this Agreement  
24 unless and until there is a new Agreement in effect providing for such increases.

25 27.2 Merit or Performance Increases

- 26 A. Effective October 1, 2011 through September 30, 2014, there will be no Merit or  
27 Performance Increases.
- 28 B. For regular (non-probationary) employees, the review period is a one-year period  
29 from October 1 through the next September 30. Employees will continue to be  
30 reviewed, but there will be no Merit or Performance Increases associated with  
31 these reviews.
- 32 C. There shall be no Merit or Performance Increases after the expiration date of this  
33 Agreement unless and until there is a new Agreement in effect providing for such  
34 increases.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

27.3 A.

Promotion

When an employee is promoted, his/her salary shall only be advanced to a rate within the new pay grade which would provide at least a five percent (5%) increase in pay.

B.

Transfer

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

C.

Temporary Assignments

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

D.

Demotion

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

E.

Working out-of-class

Employees assigned by the Chief of Police or his/her designee to work out-of-class in a higher paid classification for at least forty (40) consecutive hours within the pay period, including holidays, shall be paid for such time worked at five percent (5%) above their base rate of pay, but not to exceed the maximum rate of pay assigned to the higher classification.

F.

Special Assignment\*\*

Employees assigned by the Chief of Police or his/her designee to work on a special assignment for at least forty (40) hours within the pay period, or for at least forty (40) hours with prior written notice from the Bureau Commander or his/her designee, including holidays, shall be paid for such time at five percent (5%) above their base rate of pay. Effective upon ratification, for the term of this Agreement, Special Assignment pay shall not be paid for assignment as an Executive Officer.

\*\*Special Assignment – Performing some, but not all the duties of another higher classification or performing duties substantially above those of the employee's



1 regular classification. Special assignment is designated at the City's sole  
2 discretion.

3  
4 27.4 Deferred Retirement Option Program

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

15 Employees participating in the DROP shall not be eligible to receive the Wage, Merit, or  
16 Performance increases provided in 27.1B, 27.1C, or 27.2A. However, such employees  
17 shall receive a one-time lump sum payment of \$1,770 the second pay period in January  
18 2013 and a one-time lump sum payment of \$1,770 the second pay period in January  
19 2014.

20 There shall be no payments, other than those provided for herein, unless and until there  
21 is a new contract in effect providing for such payments.

22  
23

1 **ARTICLE 28**

2 **SEVERABILITY**

3 28.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a  
4 court of competent jurisdiction, all other provisions of this Agreement shall remain in full  
5 force and effect for the duration of this Agreement, it being the intention of the parties  
6 that no portion of this Agreement or provision herein shall become inoperative or fail by  
7 reason of the invalidity of any other portion or provision.  
8

9 **ARTICLE 29**

10 **PENSIONS**

11 29.1 The City agrees to incorporate Chapter 2, Article VII of Division 8 of the City of  
12 Gainesville Code of Ordinances, as amended, in the Agreement by reference.

13 29.2 Minor changes may be made by the City. Minor changes are defined as changes the  
14 net effect of which would not require a current or potential increase in the contribution  
15 rate or a benefit decrease. The City will give the Union a copy of such minor change(s)  
16 at least thirty (30) days prior to the adoption of such change(s).

17 29.2 Either party may reopen the negotiations of any pension issues upon sixty (60) days  
18 notice.  
19

20 **ARTICLE 30**

21 **OPEN ARTICLE**

22 **ARTICLE 31**

23 **BILLABLE SERVICES**

24  
25 31.1 This Article covers situations where an outside organization has requested services of  
26 an off-duty Lieutenant and such services are billed to the outside organization.

27 31.2 Except as provided for in 31.3, Lieutenants covered by this Agreement shall be entitled  
28 to compensation for services requested by any outside organization who shall pay for  
29 such services. Lieutenants shall also be eligible to perform such services as an  
30 Officer/Corporal or Sergeant; however, Lieutenants shall not receive preference for such  
31 services. The compensation to perform services for an outside organization by a  
32 Lieutenant or a Lieutenant acting as an Officer/Corporal or Sergeant shall be one and

1 one-half (1½ ) times the Lieutenant's straight time regular hourly rate of pay provided  
2 such amount shall not exceed a flat rate of fifty dollars (\$50.00).

3 31.3 If an outside organization negotiates a flat rate different from the flat rate in Section  
4 31.2, then the provision set forth in Section 31.3 shall apply. Notice shall be given to the  
5 Association of any different flat rate negotiated between the City and the outside  
6 organizations requesting services (e.g., University Athletic Association (UAA)) that  
7 require a Lieutenant(s) before the rates are finalized. The Lieutenant shall be  
8 compensated at the flat rate negotiated between the City and the Outside organization  
9 which may exceed fifty dollars (\$50.00) but shall not exceed one and one-half (1½ )  
10 times the Lieutenant's straight time regular hourly rate of pay.

11 31.4 Hours worked in this Article do not constitute as hours worked in this Agreement.

12 31.5 The compensation in this Article shall be included in gross earnings for pension  
13 purposes. This sub-section shall be subject to the pension reopener in this Agreement.  
14

## 15 **ARTICLE 32**

### 16 **DRUG TESTING**

17 32.1 The City and the Association recognize that substance abuse in our nation and our  
18 community exacts staggering costs in both human and economic terms. Substance  
19 abuse can be reasonably expected to produce impaired job performance, lost  
20 productivity, absenteeism, accidents, wasted materials, lowered morale, rising health  
21 care costs, and diminished interpersonal relationship skills. The City and the Union  
22 share a commitment to solve this problem and to create and maintain a drug-free work  
23 place. The parties have agreed to the policy outlined in Addendum "B". The  
24 Association agrees that during the term of this agreement the City may modify the drug  
25 and substance abuse testing policy after discussing it with the Association.  
26

## 27 **ARTICLE 33**

### 28 **RESERVED FOR FUTURE USE**

## 29 **ARTICLE 34**

### 30 **PROBATION**

31  
32 34.1 Any employee who is promoted to the rank of lieutenant shall be on probation in that  
33 rank for a period of one (1) year from the date of promotion. The City may, at its

1 discretion, extend the probationary period up to an additional six (6) months. The  
2 demotion or a written or verbal warning of an employee on a promotion probationary  
3 period shall not be subject to any provision of the grievance procedure. Employees who  
4 fail to successfully complete probation shall be given the option of being laid off or rolling  
5 back to the next lower sworn classification.

6 **ARTICLE 35**

7 **ENTIRE AGREEMENT**

8 35.1 The parties acknowledge that during negotiations which resulted in this Agreement,  
9 each had the unlimited right and opportunity to make proposals with respect to subjects  
10 or matters not removed by law from the area of collective bargaining. The  
11 understandings and agreements arrived at by the parties after the exercise of such right  
12 and opportunity are set forth in this Agreement.

13 35.2 The City and the Association, for the duration of this Agreement, agree that the other  
14 shall not be obligated to bargaining collectively with respect to any subject or matter  
15 referred to or covered in this Agreement, but may, upon mutual agreement of both the  
16 City and the Association, bargain collectively on any subject or matter not known or  
17 contemplated by either or both parties at the time that they negotiated this Agreement.

18 35.3 This Agreement shall be effective upon ratification by the membership of the Association  
19 and the City Commission and shall remain in full force and effect up to and including  
20 September 30, 2014.

21 35.4 Should either party desire to terminate, change or modify this Agreement or any portion  
22 thereof, they shall notify the other party in writing on or before March 1, 2014. Such  
23 notification shall include the titles and sections of the Articles the party wishes to  
24 renegotiate and all other articles will remain in full force and effect from year to year  
25 thereafter.

26 35.5 Following the sending and receipt of the notice described above, the parties shall follow  
27 the procedures contained in the Florida Public Employee Relations Act toward the  
28 consummation of a new Agreement.

29  
30 **ARTICLE 36**

31 **PROMOTIONS**

32 36.1 The Chief of Police or his/her designee shall determine, in his/her sole discretion, the  
33 promotional process for filling Lieutenant positions. The City and the Association agree

1           that the educational requirement for eligibility for application for promotion to Lieutenant  
2           shall be a four-year bachelors degree or three years experience as a Police Sergeant  
3           with the City of Gainesville.

4  
5  
6

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 20<sup>th</sup> day of June, 2013\*.  
2  
3

4 THE CITY OF GAINESVILLE,  
5 FLORIDA  
6

NORTH CENTRAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION, INC.

7 Signed original on file in Human Resources

Signed original on file in Human Resources

8 RUSS BLACKBURN, CITY MANAGER  
9

WILLIAM HALVOSA, CHAIRPERSON

10 Signed original on file in Human Resources

11 FOR BARGAINING COMMITTEE  
12

13 APPROVED AS TO FORM AND LEGALITY:  
14

15 Signed original on file in Human Resources

16 CITY ATTORNEY  
17

18 CITY BARGAINING COMMITTEE:

ASSOCIATION BARGAINING COMMITTEE

19 Lynn McClary  
20 Richard Hanna  
21 Scott Heffner  
22

William Halvosa  
Michael Schibuola

23  
24 \* Date ratified by last party

---

## Attachment A

### City of Gainesville Pay Plan Police Lieutenants - PBA

#### Effective 1/9/12

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

#### Effective 1/7/13

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

#### Effective 1/6/14

	Minimum	Midpoint	Maximum
Annual Salary	\$67,316.76	\$81,067.44	\$94,818.11

**POLICE  
BENEVOLENT  
ASSOCIATION**



**DRUG-FREE  
WORKPLACE  
PROGRAM**



**ADDENDUM B**

**POLICE BENEVOLENT ASSOCIATION**

**DRUG-FREE WORKPLACE**

**PROGRAM**

**TABLE OF CONTENTS**

1

2

3 I.PURPOSE ..... 1

4 II.SCOPE ..... 2

5 III.DRUG-FREE WORKPLACE PROGRAM DISSEMINATION..... 2

6 IV.DEFINITIONS ..... 3

7 V.ALCOHOL USE PROHIBITIONS ..... 4

8 VI.DRUG USE PROHIBITIONS ..... 5

9 VII.TESTING ..... 7

10     **A. Testing of Applicants** ..... 7

11     **B. Reasonable Suspicion Testing**..... 7

12     **C. Random Testing**..... 11

13     **D. Position Change Testing**..... 12

14     **E. Follow-up Testing** ..... 12

15     **F. Routine Fitness for Duty** ..... 13

16     **G. Additional Testing** ..... 13

17     **H. Refusal to Test** ..... 13

18 VIII.TESTING PROCEDURE ..... 13

19     **A. Tested Substances** ..... 13

20     **B. Designated Laboratory**..... 14

21     **C. Notification of Prescription Drug Use**..... 14

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

23     **E. Body Specimens** ..... 14

24     **F. Cost of Testing**..... 15

25     **G. Collection Site, Work Site** ..... 15

26     **H. Collection Site, Work Site, Personnel**..... 15

27     **I. Testing Laboratory** ..... 16

28     **J. Initial Tests** ..... 16

29     **K. Confirmation Tests** ..... 17

30     **L. Comparable Procedures** ..... 17

31 IX.TEST RESULTS ..... 17

32     **A. Reporting Results**..... 17

33     **B. Challenges to Test Results**..... 19

34     **C. Employee/Applicant Protection**..... 20

35     **D. Comparable Procedures** ..... 21

36 X.EMPLOYEE ASSISTANCE PROGRAM (EAP) ..... 21

37 XI.INVESTIGATION ..... 22

38 XII.ARREST FOR DRUG-RELATED CRIME..... 23

39 XIII.CONFIDENTIALITY ..... 23

40 XIV.RECORDS AND TRAINING ..... 24

41     **A. Resource File** ..... 25

42     **B. Individual Test Results**..... 25

43     **C. General Records of the City** ..... 25

44     **D. Drug Training Program** ..... 25

45     **E. Comparable Procedures** ..... 26

46

47 Attachment I - Substance Abuse Investigation Report

# POLICE BENEVOLENT ASSOCIATION DRUG-FREE WORKPLACE

## I. PURPOSE

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

Section 440.101, Fla. Stat., provides in part that an employee who is injured in the course and scope of his employment and tests positive on a drug or alcohol test may be terminated and may forfeit his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law. Refusal to take a drug (urine) or alcohol (breath) test may result in the employee forfeiting his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law and the employee being subject to dismissal. Therefore, if 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.

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

To the extent that Section 440.101-.102, or the implementing rules issued by the Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are

1 amended, or other statutes and rules requiring drug testing determined to be  
2 applicable to City employees are adopted or amended, this Program will be  
3 modified without the necessity of further general notice. Amendments to the  
4 program issued as a result of the foregoing which would authorize (1) the use of  
5 additional testing techniques, (2) testing for additional drugs, or (3) creating  
6 additional situations for testing shall be provided to the Certified Bargaining  
7 Representatives of the employees covered by the program amendments. The City  
8 will bargain over the impact of such amendments if the Certified Bargaining  
9 Representative requests such within ten (10) calendar days of being provided with  
10 such amendments.

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

## 18 19 **II. SCOPE**

20  
21 All employees covered by this program, as a condition of employment, are  
22 required to abide by the terms of this program. Any employee in doubt as to the  
23 requirements or procedures applicable to their situations may contact the City's  
24 Risk Management Department for information. Consistent with policy  
25 determinations and legal requirements, the City shall limit testing to that which is  
26 considered necessary to meet the Purpose of this Program.

## 27 28 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

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

40  
41 B. Prior to testing, all employees or applicants for employment will have been  
42 given a summary of the Drug-Free Workplace Program, a summary of the  
43 drugs which may alter or affect a drug test, a list of local employee  
44 assistance programs and a list of local alcohol and drug rehabilitation  
45 programs.

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

#### 8 **IV. DEFINITIONS**

9  
10 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and  
11 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free  
12 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall  
13 apply to the words and phrases used in this program unless the context clearly  
14 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used  
15 in connection with different testing mechanisms, prohibitions or causes for testing,  
16 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise  
17 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as  
18 follows:  
19

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**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. Exception shall be made for permitted/contractual events attended off duty on City Property and for undercover officers on duty who must drink as a part of the work assignment to maintain undercover status.
- B. Off-duty use of alcohol which adversely affects an employee's job performance or adversely affects or threatens 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 may result in disciplinary action up to and including dismissal.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, locker, City vehicle, etc.) 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 § 440.101-.102, Fla. Stat., an employee is presumed to be under the influence of alcohol if a breath test shows alcohol usage as set forth in Section VIII (K) or as otherwise provided by Section I – Purpose
- 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 in accordance with this program. 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. An employee who fails an alcohol test will be subject to an Internal Affairs investigation and disciplinary action. Such disciplinary action may include termination for a first offense, absent mitigating circumstances.
- H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the employee to dismissal.

Refusal is defined as follows:

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

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

5 (b) fails to provide adequate urine for controlled substances testing  
6 without a valid medical explanation after he or she has received  
7 notice of the requirement for urine testing; or  
8

9 (c) engages in conduct that clearly obstructs the testing process  
10

11 I. Employees arrested for an alcohol-related incident, as indicated on the  
12 arrest report, shall notify, as soon as feasible, but in any event no later than  
13 24 hours after the arrest, the City management representative having direct  
14 administrative responsibility for the arrested employee of the arrest if the  
15 incident occurs:  
16

17 (a) During working hours, or  
18

19 (b) While operating a City vehicle, or  
20

21 (c) While operating a personal vehicle on City business.  
22

23 Failure to comply with this subsection will result in disciplinary action up to  
24 and including dismissal.  
25

26 J. Violations of alcohol use prohibitions can subject an employee to  
27 disciplinary action, up to and including dismissal and may be imposed for a  
28 first offense, absent mitigating circumstances. The fact that discipline is  
29 imposed for violations of this program will not prevent the imposition of  
30 further discipline, including termination, if an employee's certification is  
31 suspended or revoked, or otherwise affected in connection with a program  
32 violation.  
33

## 34 VI. DRUG USE PROHIBITIONS

35  
36 A. The use, sale, purchase, possession, manufacture, distribution, or  
37 dispensation of drugs or their metabolites on City property or while at work  
38 (while on duty, during working hours, etc.) is a violation of the City's  
39 Program and is just cause for immediate dismissal. Exception shall be  
40 made for officers on duty who must, sell, purchase, possess, manufacture,  
41 distribute, or dispense drugs or their metabolites as part of the work  
42 assignment.  
43

44 B. Reporting to work, or working, under the influence of illegal drugs is a  
45 violation of the City's Program and is Just Cause for immediate dismissal.  
46

47 C. An employee who fails a random urine drug test will be subject to an  
48 Internal Affairs investigation and disciplinary action. Such disciplinary action

1 may include termination for a first offense, absent mitigating circumstances.  
2 If mitigating circumstances warrant the employee being allowed to  
3 participate in a last chance agreement, in lieu of being dismissed, the  
4 Employee must meet the requirements set forth in paragraph X.D. of this  
5 program. Furthermore, such an opportunity will not be available to an  
6 employee who has previously participated in an Alcohol/Drug Rehabilitation  
7 Program, the City's Substance Abuse Professional (SAP), or other  
8 approved, similar program, as an alternative to dismissal. Employees  
9 allowed the rehabilitation opportunity described herein may still receive  
10 disciplinary action short of dismissal in addition to required participation in  
11 the rehabilitation program. Participation in a treatment program, be it  
12 entirely voluntary or pursuant to this section, will not excuse additional  
13 violations of this policy, work rule violations, improper conduct, or poor  
14 performance and an employee may be disciplined or dismissed for such  
15 offenses or failure to perform.  
16

17 D. For purposes of this program, an employee is presumed to be under the  
18 influence of drugs if a urine test or other authorized testing procedure  
19 shows drug usage as set forth in the rules for the Agency for Health Care  
20 Administration (Fla. Admin. Code R 59A-24).  
21

22 E. Legal medications (over-the-counter) or prescription drugs may also affect  
23 the safety of the employee, fellow employees or members of the public.  
24 Therefore, any employee who is taking any over-the-counter medications or  
25 prescription drug which might impair safety, performance, or any motor  
26 functions shall advise his/her direct management representative of the  
27 possible impairment before reporting to work under the influence of such  
28 medication or drug. A failure to do so may result in disciplinary action. If  
29 Management, in consultation with Employee Health Services, determines  
30 that the impairment does not pose a safety risk, the employee will be  
31 permitted to work. Otherwise, management may offer a change in work  
32 schedule, temporarily reassign the employee or place the employee in an  
33 appropriate leave status during the period of impairment. Improper use of  
34 "prescription drugs" is prohibited and may result in disciplinary action.  
35 Improper use of prescription drugs includes, but is not limited to, use of  
36 multiple prescriptions of identical or interchangeable drugs, and/or  
37 consumption of excessive quantities of individual or therapeutically  
38 interchangeable drugs, and/or inappropriately prolonged duration of  
39 consumption of drugs, and/or consumption of prohibited drugs for other  
40 than valid medical purposes. For the purpose of this Program, consumption  
41 of any drug by the employee of more than the manufacturer's maximum  
42 recommended daily dosage, or for a longer period of time than  
43 recommended (unless otherwise prescribed by employee's physician), or of  
44 any prohibited drug prescribed for or intended for another individual, or for  
45 other than a valid medical purpose shall be construed to constitute improper  
46 use. Prescription medication shall be kept in its original container (unless  
47 approved in advance by management) if such medication is taken during  
48 working hours or on City property.  
49



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

3  
4 Refusal is defined as follows:

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

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

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

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

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

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

## 28 29 **VII. TESTING**

### 30 31 **A. Testing of Applicants**

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

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

### 41 42 **B. Reasonable Suspicion Testing**

43  
44 1. "Reasonable suspicion testing" means drug testing based on a belief  
45 that an employee is using, or has used drugs (including alcohol as  
46 defined in paragraph IV.(a) above) in violation of the City's program,  
47 on the basis of specific, contemporaneous, physical, behavioral or  
48 performance indicators of probable drug use. It is a belief based on

1 objective facts which could reasonably lead an observer to further  
2 investigation.

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

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

32  
33 The Police Chief or designee shall require an employee to undergo  
34 drug testing if there is reasonable suspicion that the employee is in  
35 violation of the City of Gainesville Drug-Free Workplace Program.  
36 Circumstances which constitute a basis for determining "reasonable  
37 suspicion", individually (except as provided in (g) below) or in  
38 combination, may include but are not limited to:

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

1 by the Police Chief/Designee that an employee is violating the  
2 City's Drug-Free Workplace Program.

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

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

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

1 drug tested. The management representative having  
2 administrative responsibility for the employee involved in the  
3 accident shall ensure that a drug test is performed as soon  
4 as possible after the accident. Any necessary emergency  
5 medical care should be provided prior to initiating testing. In  
6 absence of the need for emergency care the testing should  
7 be performed immediately. No drug test should be  
8 administered after 32 hours. If drug testing is not initiated  
9 within thirty-two (32) hours, the management representative  
10 shall document the reason testing was not completed within  
11 thirty-two (32) hours and submit it to Employee Health  
12 Services.  
13

14 Should evidence of alcohol be present, i.e., an odor of  
15 alcohol, open containers, or a statement from a witness  
16 confirming alcohol consumption, the management  
17 representative must ensure alcohol testing is done  
18 immediately after the accident unless emergency medical  
19 care is required. An employee should be tested within 2  
20 hours after the accident if at all possible. If alcohol testing is  
21 not initiated within eight (8) hours, the management  
22 representative shall document the reason testing was not  
23 completed within eight (8) hours and submit it to Employee  
24 Health Services.  
25

26 The following are conditions that require accident related  
27 testing:  
28

- 29 1) City employee operating a city vehicle at any time, or a  
30 non-city vehicle on city business, and involved in an  
31 accident that results in a citation for a moving violation,  
32 or in any of the consequences described in (2) below.  
33
- 34 2) Work related accident resulting in:
  - 35 (a) death to another person or employee.  
36 However, death of another person as a result of  
37 training or a "use of force" must also be based  
38 on one or more reasonable suspicion criteria as  
39 listed in a. – h. above.  
40
  - 41 (b) injury to the employee, requiring medical  
42 treatment at an off-site (away from the scene of  
43 the accident) medical facility other than  
44 Employee Health Services. If the injury is of  
45 such character as would have been treated at  
46 Employee Health Services, but for the  
47 unavailability of Employee Health Services,  
48 management may waive this requirement.  
49

1 "Unavailability" means occurring at a time other  
2 than the hours of operation of Employee Health  
3 Service or at such distance from Employee  
4 Health Services as to render their use  
5 impractical. Injuries must also be based on one  
6 or more reasonable suspicion criteria as listed in  
7 a. – h. above.

8  
9 (c) property damage estimated to be greater  
10 than \$2500, unless the employee can be  
11 absolved of all blame in the accident.  
12

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

14  
15 **C. Random Testing**

- 16  
17 1. Random drug testing will be performed utilizing urine and may be  
18 performed in the future utilizing chemical breath or other statutorily  
19 required mechanisms (see Section (VIII) (K) (below).  
20  
21 2. All PBA Bargaining Unit employees will be required to submit to drug  
22 testing on a random basis.  
23  
24 3. For purposes of selection for testing, employees shall be identified  
25 only by Social Security Numbers and the selection of employees will  
26 be conducted through the use of a random number generator or  
27 other neutral selection process.  
28  
29 4. Upon notification to the employee and his/her immediate supervisor  
30 by the Police Chief or his/her management designee that a drug test  
31 is required, the employee shall report to the test site as soon as  
32 practical, but in no event, later than the end of the current shift after  
33 notification, and provide a specimen of his/her urine. If chemical  
34 breath testing, or other reliable mechanisms, as determined by 49  
35 CFR, Part 40 for alcohol testing are used, the test may be conducted  
36 immediately at the work site or later at the collection site.

37  
38 Employees assigned to any unit established specifically for narcotics  
39 enforcement, e.g., DEA or SIU, work undercover and therefore  
40 require additional measures to protect their identity. Random testing  
41 for employees assigned to these units will be conducted in Employee  
42 Health Services (EHS). The employee will report to EHS as soon as  
43 practical, but in no event, no later than 24 hours after notification.  
44 EHS will then conduct the eight (8) panel dip stick drug test. Refusal  
45 to submit to or failure to pass this test will result in the employee  
46 being referred to the testing lab for further testing or may result in  
47 disciplinary action, up to and including dismissal. A referral to the  
48 testing lab will require EHS to immediately contact the Personnel  
49 Unit of the Gainesville Police Department who will then be

1 responsible for escorting the employee to the testing lab and  
2 remaining with the employee until the testing is completed.

- 3  
4 5. Random testing shall be at an annual rate of between twenty-five  
5 percent (25%) and thirty percent (30%) of the average number of  
6 positions for which testing is required.

7  
8 **D. Random or Position Change Testing**

9  
10 The employees assigned to any unit established specifically for narcotics  
11 enforcement, e.g. Drug Enforcement Administration or Drug Task Force,  
12 work undercover and therefore require additional measures to protect their  
13 identity. It is in the mutual interest of the City of Gainesville and the Police  
14 Benevolent Association, to conduct Random Drug Testing and Position  
15 Change Drug Testing for employees assigned to these units at Employee  
16 Health Services (EHS).

- 17  
18 (a) For Random testing, the employee shall report to EHS as soon as  
19 practical, but in no event, no later than the end of the current shift  
20 after notification. EHS shall then conduct the eight (8) panel dip stick  
21 drug test. Refusal to submit to or failure to pass this test shall result  
22 in the employee being referred to the testing lab for further testing or  
23 may result in disciplinary action, up to and including dismissal.

- 24  
25 (b) For Position Change testing, the employee shall report to EHS within  
26 48 hours of receiving notification that they have been selected to fill  
27 such position. EHS shall then conduct the eight (8) panel dip stick  
28 urine drug test. Refusal to submit to or failure to pass this test shall  
29 result in the employee being referred to the testing lab for further  
30 testing or will result in discipline as described in VI.F and G of this  
31 Drug Free Workplace program.

- 32  
33 (c) A referral to the testing lab for Random or Position Change testing  
34 will require EHS to immediately contact the Personnel Unit of the  
35 Gainesville Police Department who will then be responsible for  
36 escorting the employee to the testing lab and remaining with the  
37 employee until the testing is completed.

38  
39 **E. Follow-up Testing**

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

1 a year for a two-year period after completion of the program. Advance  
2 notice of such follow-up testing must not be given to the employee to be  
3 tested. Testing undertaken after referral to the Substance Abuse  
4 Professional (SAP) as a result of a first violation of the City's Drug Free  
5 Workplace Program, Article X, shall satisfy the requirements for follow-up  
6 testing.

7  
8 **F. Routine Fitness for Duty**

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

17  
18 **G. Additional Testing**

19  
20 Additional testing may also be conducted as required by applicable state or  
21 federal laws, rules, or regulations, subject to Section I (Purpose) above.

22  
23 **H. Refusal to Test**

24  
25 Employees who refuse to submit to a test administered in accordance with  
26 this program may forfeit their eligibility for all Workers' Compensation  
27 medical and indemnity benefits and will be subject to dismissal. Employees  
28 who refuse to submit to a chemical breath test will be subject to dismissal.

29  
30 **VIII. TESTING PROCEDURE**

31  
32 **A. Tested Substances**

33  
34 The City may test for any or all of the following drugs:

- 35 Alcohol
  - 36 Amphetamines (Biphetamine, Desoxyn, Dexedrine)
  - 37 Cannabinoids (i.e., marijuana, hashish)
  - 38 Cocaine
  - 39 Phencyclidine (PCP)
  - 40 Methaqualone (Quaalude, Parest, Sopor)
  - 41 Opiates
  - 42 Barbiturates (Phenobarbital, Tuinal, Amytal)
  - 43 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion,
  - 44 Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
  - 45 Methadone (Dolophine, Methadose)
  - 46 Propoxyphene (Darvocet, Darvon N, Dolene)
- 47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**B. Designated Laboratory**

1. Because of the potential adverse consequences of 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 Manager of Employee Health Services.

**C. Notification of Prescription Drug Use**

Applicants and 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. Applicants and 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 which 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 as defined by this policy.

**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. Breath will be used for the initial and confirmation tests 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. Chemical breath testing methods will be utilized in connection with justifying further alcohol/blood tests in instances involving reasonable suspicion, and random



1 testing under this program In the case of injured employees, the physician  
2 will have the discretion to determine to not draw a blood sample if such  
3 would threaten the health of the injured employee or if the employee has a  
4 medical condition unrelated to the accident which may preclude the drawing  
5 of the necessary quantity of blood for a testing specimen. Under these  
6 circumstances, no inference or presumption of intoxication or impairment  
7 will be made for the purposes of § 440.101-.102, but discipline for violation  
8 of the Program may be taken based upon observable conduct or conditions  
9 and/or the result of other tests, if any.

10  
11 **F. Cost of Testing**

12  
13 The City will pay the cost of initial and confirmation drug tests, which it  
14 requires of employees and job applicants. An employee or job applicant will  
15 pay the cost of any additional drug tests not required by the City. In the  
16 event that the City requires the employee's presence at the collection site  
17 outside normal working hours as part of the testing process and the  
18 employee passes the drug/alcohol test he/she will be compensated (if  
19 applicable) for time spent at the collection site, at the appropriate wage rate.

20  
21 **G. Collection Site, Work Site**

- 22
- 23 1. The City will utilize a collection site designated by an approved  
24 laboratory which has all necessary personnel, materials, equipment,  
25 facilities, and supervision to provide for the collections, security,  
26 chain of custody procedures, temporary storage and shipping or  
27 transportation of urine and blood specimens to an approved drug  
28 testing laboratory. The City may also utilize a medical facility  
29 (designated by the contract laboratory) as a collection site which  
30 meets the applicable requirements.
  - 31
  - 32 2. The City may require that an employee take a chemical breath test  
33 at the Work Site or other City facility.
  - 34
  - 35 3. Security of the collection site, chain of custody procedures, privacy of  
36 the individual, collection control, integrity and identity of the specimen  
37 and transportation of the specimen to the laboratory as applicable  
38 will meet state or federal rules and guidelines. Florida Agency for  
39 Health Care Administration's CHAIN OF CUSTODY form as  
40 amended from time to time, will be used for each employee or job  
41 applicant whose blood or urine is tested.
  - 42

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

44  
45 A specimen for a drug test will be taken or collected by:

- 46
- 47 1. A physician, a physician's assistant, a registered professional nurse,  
48 a licensed practical nurse, a nurse practitioner, or a certified  
49 paramedic who is present at the scene of the accident for the

1 purpose of rendering emergency service or treatment and/or  
2 qualified breath alcohol technician as defined in CFR Part 40; or  
3

- 4 2. A qualified person employed by a licensed laboratory who has the  
5 necessary training and skills for the assigned tasks as described in  
6 §440.102 (9) Fla. Stat.  
7

8 In the case of a chemical breath test, utilizing evidential breath test devices,  
9 a technician licensed pursuant to Fla. Admin. Code R. 59A-24, and/or  
10 qualified breath alcohol technician as defined in 49 CFR Part 40.  
11

12 **I. Testing Laboratory**  
13

- 14 1. The laboratory used to analyze initial or confirmation drug specimens  
15 will be licensed or certified by the appropriate regulatory agencies to  
16 perform such tests. The Agency for Health Care Administration has  
17 published Drug-Free Workplace Standards (Florida Administrative  
18 Code, R 59A-24) which shall be followed by laboratories and  
19 employers for testing procedures required under § 440.101-.102,  
20 Fla. Stat.  
21
- 22 2. All laboratory security, chain of custody, transporting and receiving of  
23 specimens, specimen processing, retesting, storage of specimens,  
24 instrument calibration and reporting of results will be in accordance  
25 with applicable state or federal laws and rules established by HCA;  
26 to the extent the above information is readily reproducible by the lab  
27 and not confidential, such will be forwarded to the appropriate  
28 certified bargaining unit representative upon their request and their  
29 payment for reproduction cost.  
30
- 31 3. The Medical Review Officer will provide assistance to the employee  
32 or job applicant for the purpose of interpreting any positive confirmed  
33 test results.  
34

35 **J. Initial Tests**  
36

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

42	Alcohol	.04 g/dl%
43	Amphetamines	1000 ng/ml
44	Cannabinoids	50 ng/ml
45	Cocaine	300 ng/ml
46	Phencyclidine	25 ng/ml
47	Methaqualone	300 ng/ml
48	Opiates	300 ng/ml
49	Barbiturates	300 ng/ml

1	Benzodiazepines	300 ng/ml
2	Synthetic Narcotics:	
3	Methadone	300 ng/ml
4	Propoxyphene	300 ng/ml

5  
6 **K. Confirmation Tests**

7  
8 All blood and urine specimens identified as positive on the initial test will be  
9 confirmed using gas chromatography/mass spectrometry (GC/MS) or an  
10 equivalent or more accurate scientifically accepted method approved by the  
11 HCA, except that alcohol will be confirmed using an evidential breath  
12 testing device (EBT). All confirmation will be done by quantitative analysis.  
13 Concentrations which exceed the linear region of the standard curve will be  
14 documented in the laboratory and recorded as "greater than highest  
15 standard curve value." The following confirmation cutoff levels<sup>1</sup> will be used  
16 when analyzing specimens to determine whether they are positive or  
17 negative for these drug metabolites. All levels equal to or exceeding the  
18 following will be reported as positive:

19	Alcohol	.04 g/dl%
20	Amphetamines	500 ng/ml
21	Cannabinoids	15 ng/ml
22	Cocaine	150 ng/ml
23	Phencyclidine	25 ng/ml
24	Methaqualone	150 ng/ml
25	Opiates	300 ng/ml
26	Barbiturates	150 ng/ml
27	Benzodiazepines	150 ng/ml
28	Synthetic Narcotics:	
29	Methadone	150 ng/ml
30	Propoxyphene	150 ng/ml

31  
32 **L. Comparable Procedures**

33  
34 To the extent allowed by law and regulation, the City shall utilize 49 CFR,  
35 Part 40 procedures for workplace drug testing programs in lieu of the  
36 comparable procedures described herein, or incorporated by reference,  
37 when such comparable procedures are based upon the requirements of  
38 Fla. Admin. Code R. 59A-24.  
39

40 **IX. TEST RESULTS**

41  
42 **A. Reporting Results**

- 43  
44 1. The laboratory shall disclose to the Medical Review Officer (MRO) a  
45 written positive confirmed test result report within seven (7) working  
46 days after receipt of the sample. The laboratory should report all test

---

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

1 results (both positive and negative) to the MRO within seven (7)  
2 working days after receipt of the specimen at the laboratory. The  
3 name and address of the current MRO is on file with Employee  
4 Health Services. The MRO is contracted by the City and is not an  
5 employee of the drug testing laboratory.  
6

7 2. The laboratory will report as negative all specimens which are  
8 negative on the initial test or negative on the confirmation test. Only  
9 specimens confirmed positive on both the initial test and the  
10 confirmation test will be reported positive for a specific drug.  
11

12 3. The laboratory will transmit results in a manner designed to ensure  
13 confidentiality of the information. The laboratory and MRO will  
14 ensure the security of the data transmission and restrict access to  
15 any data transmission, storage and retrieval system.  
16

17 4. As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that  
18 positive and negative test results were properly analyzed and  
19 handled according to HCA rules. The MRO may require a retest.  
20 The MRO will have knowledge of substance abuse disorders and  
21 shall also be knowledgeable in the medical use of prescription drugs  
22 and in the pharmacology and toxicology of illicit drugs. The MRO  
23 shall evaluate the drug test result(s) reported by the lab, verify by  
24 checking the chain of custody form that the specimen was collected,  
25 transported and analyzed under proper procedures and, determine if  
26 any alternative medical explanations caused a positive test result.  
27 This determination by the MRO may include conducting a medical  
28 interview with the tested individual, review of the individual(s) medical  
29 history or the review of any other relevant bio-medical factors. The  
30 MRO shall also review all medical records made available by the  
31 tested individual. The MRO may request the laboratory to provide  
32 quantification of test results.  
33

34 5. Within three (3) days of receipt of the test results, the MRO will (1)  
35 notify Designated Employer Representative (DER) of negative  
36 results, and (2) contact the employee or job applicant regarding a  
37 confirmed positive test result and make such inquiry as to enable the  
38 MRO to determine whether prescription or over-the-counter  
39 medication could have caused the positive test results. In this later  
40 case, the MRO will follow the applicable procedure set forth in either  
41 the HCA or D.O.T. rules for providing the employee or job applicant  
42 the opportunity to present relevant information regarding the test  
43 results. After following the appropriate procedures, the MRO will  
44 notify the City in writing of any verified test results. If the MRO, after  
45 making and documenting all reasonable efforts, is unable to contact  
46 the employee or job applicant to discuss positive test results, the  
47 MRO will contact a designated management official to arrange for  
48 the employee or applicant to contact the MRO.  
49

1 The MRO may verify a positive test without having communicated to  
2 the employee or applicant about the results of the test, if 1) the  
3 employee or applicant declines the opportunity, or 2) within two (2)  
4 working days after contacting the designated management official,  
5 the employee or applicant has not contacted the MRO. Further,  
6 employees or applicants must cooperate fully with the MRO. Upon  
7 receipt of notification by the City that an employee or applicant failed  
8 to meet with the MRO upon his or her request or failed to promptly  
9 provide requested information the City will disqualify an applicant  
10 from being hired or will immediately place an employee on  
11 suspension without pay that may result in discharge.  
12

- 13 6. Within five (5) calendar days after the City receives a confirmed  
14 positive test result from the MRO, the City will notify the employee or  
15 job applicant in writing of such test results, the consequences of  
16 such results, and the options available to the employee or job  
17 applicant, including the right to file an administrative or legal  
18 challenge. Notification shall be mailed certified or hand delivered.  
19 Hand delivery is the preferred method of providing notice to  
20 employees. Mailed notification shall be deemed received by the  
21 employee or applicant when signed for, or seven (7) calendar days  
22 after mailing, whichever occurs first.
- 23 7. The City will, upon request, provide to the employee or job applicant  
24 a copy of the test results (positive or negative).  
25
- 26 8. Unless otherwise instructed by the City in writing, all written records  
27 pertaining to a given specimen will be retained by the drug testing  
28 laboratory for a minimum of two (2) years. The drug testing  
29 laboratory shall retain (in properly secured refrigerated or frozen  
30 storage) for a minimum period of one year, all confirmed positive  
31 specimens. Within this one year period the City, employee, job  
32 applicant, MRO or HCA may request, in writing, that the laboratory  
33 retain the specimen for an additional period of time. If no such  
34 request, or notice of challenge is received (See paragraph IX.B.3.  
35 below.), the laboratory may discard the specimen after 210 days of  
36 storage.  
37

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

- 39
- 40 1. Within five (5) working days (Monday thru Friday, 0800 - 1700,  
41 except observed/designated holidays) after receiving notice of a  
42 confirmed positive test result from the City, the employee or job  
43 applicant may submit information to the City explaining or contesting  
44 the test results and why the results do not constitute a violation of  
45 this program. The employee or job applicant will be notified, in  
46 writing, if the explanation or challenge is unsatisfactory to the City.  
47 This written explanation will be given to the employee or job  
48 applicant within 15 days of receipt of the explanation or challenge,  
49 and will include why the employee's or job applicant's explanation is

1                   unsatisfactory, along with the report of positive results. All such  
2                   documentation will be kept confidential and will be retained for at  
3                   least one (1) year.

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

21

22       **C.       Employee/Applicant Protection**

23

- 24                1.       During the 180-day period after the employee's or applicant's receipt  
25                of the City's written notification of a positive test result, the employee  
26                or applicant may request that the City have a portion of the specimen  
27                retested, at the employee's or applicant's expense. The retesting  
28                must be done at another HCA licensed laboratory. The second  
29                laboratory must test at equal or greater sensitivity for the drug in  
30                question as the first laboratory. The first laboratory which performed  
31                the test for the City will be responsible for the transfer of the portion  
32                of the specimen to be retested, and for the integrity of the chain of  
33                custody for such transfer.
- 34
- 35                2.       The drug testing laboratory will not disclose any information  
36                concerning the health or mental condition of the tested employee or  
37                job applicant.
- 38
- 39                3.       The City will not request or receive from the testing facility any  
40                information concerning the personal health, habit or condition of the  
41                employee or job applicant including, but not limited to, the presence  
42                or absence of HIV antibodies in a worker's body fluids.
- 43
- 44                4.       The City will not dismiss, discipline, refuse to hire, discriminate  
45                against, or request or require rehabilitation of an employee or job  
46                applicant on the sole basis of a positive test result that has not been  
47                verified by a confirmation test and by a MRO.
- 48

1 5. The City will not dismiss, discipline or discriminate against an  
2 employee solely upon the employee's voluntarily seeking treatment,  
3 while in the employ of the City, for a drug-related problem, if the  
4 employee has not previously tested positive for drug use, entered an  
5 employee assistance program for drug-related problems, or entered  
6 an alcohol or drug rehabilitation program. This shall not prevent  
7 follow-up testing as required by this program (See paragraph VII.E.  
8 above).

9  
10 **D. Comparable Procedures**

11  
12 To the extent allowed by law and regulation, the City shall utilize 49 CFR,  
13 Part 40 procedures for workplace drug testing programs in lieu of the  
14 comparable procedures described herein, or incorporated by reference,  
15 when such comparable procedures are based upon the requirements of  
16 Fla. Admin. Code R. 59A-24.  
17

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

19  
20 A. The City regards its employees as its most important asset. Accordingly,  
21 the City maintains an EAP which provides help to employees who suffer  
22 from alcohol or drug abuse and other personal or emotional problems.  
23 Employees with such problems should seek confidential assistance from  
24 the EAP or other community resources before drug or alcohol problems  
25 lead to disciplinary action. Employees may contact Employee Health  
26 Services for the name of the City's EAP.  
27

28 B. Information about a self-referred employee's contact with the EAP is  
29 confidential and will not be disseminated without the employee's  
30 permission. Further, an employee is not subject to discipline solely as a  
31 result of a self referral for treatment.  
32

33 C. However, use of the EAP or other community resources will not shield the  
34 employee from appropriate disciplinary action for violations of the City's  
35 Drug-Free Workplace Program if such violations come to the City's attention  
36 through other means, including, but not limited to, reports from employees  
37 or outsiders, direct observation, or drug testing.  
38

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

- 42  
43 1. contact the SAP and strictly adhere to all the terms of treatment and  
44 counseling; and  
45  
46 2. immediately cease any and all abuse/use of alcohol/drugs; and  
47

- 1                   3.     consent, in writing, to periodic unannounced testing for a period of up  
2                   to 60 months after returning to work or completion of any  
3                   rehabilitation program, whichever is later; and  
4  
5                   4.     pass all drug test(s) administered under this program and  
6  
7                   5.     The employee and the certified bargaining representative, if any,  
8                   executes and abides by an agreement describing the required  
9                   conditions.  
10  
11            E.     Participation in an employee assistance program or a drug rehabilitation  
12            program shall be paid for to the extent authorized under the City's Health  
13            insurance plan, whether the particular program is selected by the employee  
14            or the City.  
15

16   **XI.    INVESTIGATION**

- 17  
18            A.     To ensure that illegal drugs and alcohol do not enter or affect the  
19            workplace, the City reserves the right to undertake reasonable searches of  
20            all vehicles, containers, lockers, or other items on City property in  
21            furtherance of this program. Individuals may be requested to display  
22            personal property for visual inspection. Exception shall be made for officers  
23            on duty who must sell, purchase, possess, manufacture, distribute or  
24            dispense drugs, or their metabolites or alcohol as part of the work  
25            assignment.  
26  
27            B.     Searches for the purpose described herein will be conducted only where  
28            the City has reasonable suspicion that the employee has violated the City's  
29            Drug-Free Workplace Program, and that evidence of such misconduct may  
30            be found during the search. A substance abuse investigation report shall  
31            be completed within twenty-four (24) hours after any search conducted  
32            pursuant to this sub-section.  
33  
34            C.     Preventing a premises/vehicle search or refusing to display personal  
35            property for visual inspection pursuant to this section will be grounds for  
36            disciplinary action, up to and including dismissal and/or denial of access to  
37            City premises.  
38  
39            D.     Searches of an employee's personal property will take place only in the  
40            employee's presence. All searches under this program will occur with the  
41            utmost discretion and consideration for the employee involved.  
42  
43            E.     Individuals may be required to empty their pockets, but under no  
44            circumstances will an employee be required to remove articles of clothing or  
45            be physically searched except by law enforcement personnel having lawful  
46            authority to do so.  
47



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

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

11  
12 A. As a condition of employment, each employee obligates himself or herself  
13 to notify his or her appropriate management representative of the arrest for  
14 any alleged violation of, or conviction under any criminal drug statute,  
15 including but not limited to, offenses described in Chapter 316.193, Chapter  
16 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate  
17 notice required under paragraph V.I. of this program, the employee shall  
18 give the required notice within 48 working hours of such event. Failure to  
19 notify will result in dismissal.  
20

21 B. Arrests:

22  
23 If an employee is arrested on a charge of commission of a drug-related  
24 crime, the City will perform a preliminary investigation of all of the facts and  
25 circumstances surrounding the alleged offense, and City officials may utilize  
26 the drug-testing procedures in accordance with this program. In most  
27 cases, the arrest for a drug-related crime, except off-duty alcohol use, will  
28 constitute reasonable suspicion of drug use under this program. However,  
29 information on drug test results shall not be released or used in any criminal  
30 proceeding against the employee. Information released contrary to this  
31 section shall be inadmissible as evidence in any such criminal proceeding.  
32 In conducting its own investigation the City shall use the following  
33 procedures:  
34

- 35 1. During the preliminary investigation, an employee may be placed on  
36 leave with pay, if applicable, or removed from his/her  
37 assignment/position.
- 38 2. After the preliminary investigation is completed, but in no event later  
39 than 15 days after the Police Chief/Designee learns of the arrest, normal  
40 personnel procedures shall be implemented.  
41

42 **XIII. CONFIDENTIALITY**

43  
44 All information, interviews, reports, statements, memoranda and drug test results,  
45 written or otherwise, received by the City as a part of this drug testing program are  
46 confidential communications. Unless required by state or federal laws, rules or  
47 regulations, the City will not release such information without a written consent

1 form signed voluntarily by the person tested, except when consulting with legal  
2 counsel in connection with action brought under or related to § 440.101-.102, Fla.  
3 Stat., or when the information is relevant to the City's defense in a civil or  
4 administrative matter.

5  
6 The provisions of §119.07 to the contrary notwithstanding:  
7

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

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

26 1. The name of the person who is authorized to obtain the information.  
27

28 2. The purpose of the disclosure.  
29

30 3. The precise information to be disclosed.  
31

32 4. The duration of the consent.  
33

34 5. The signature of the person authorizing release of the information.  
35

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

41 D. Nothing herein shall be construed to prohibit the employer, agent of the  
42 employer, or laboratory conducting a drug test from having access to  
43 employee drug test information when consulting with legal counsel in  
44 connection with actions brought under or related to this section or when the  
45 information is relevant to its defense in a civil or administrative matter.  
46

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

1           **A.     Resource File**

2  
3           The City will maintain a current resource file of providers of employee  
4           assistance including alcohol and drug abuse programs, mental health  
5           providers, and various other persons, entities or organizations designed to  
6           assist employees with personal or behavioral problems. The City will inform  
7           employees and new hires about various employee assistance programs  
8           that the employer may have available. The information shall be made  
9           available at a reasonable time convenient to the City in a manner that  
10          permits discreet review by the employee. The City will provide the names,  
11          addresses, and telephone numbers of employee assistance programs and  
12          local alcohol and drug rehabilitation programs to employees and applicants.

13  
14          **B.     Individual Test Results**

- 15  
16          1.     The MRO shall be the sole custodian of individual positive test  
17          results.  
18  
19          2.     The MRO shall retain the reports of individual positive test results for  
20          a period of two (2) years.  
21  
22          3.     The City shall keep confidential and retain for at least one (1) year an  
23          employee's challenge or explanation of a positive test result, the  
24          City's response thereto, and the report of positive result.  
25  
26          4.     The City shall keep all negative test results for two (2) years.

27  
28          **C.     General Records of the City**

- 29  
30          1.     Records which demonstrate that the collection process conforms to  
31          all appropriate state or federal regulations shall be kept for three (3)  
32          years.  
33  
34          2.     A record of the number of employees tested by type of test shall be  
35          kept for five (5) years.  
36  
37          3.     Records confirming that managers, supervisors and employees have  
38          been trained under this program shall be kept for three (3) years.

39  
40          **D.     Drug Training Program**

- 41  
42          1.     The City shall establish and maintain a Drug Training Program. The  
43          Program shall, at a minimum, include the following:  
44  
45                  a.     A written statement on file and available for inspection at its  
46                  Human Resources Department outlining the Program;  
47  
48                  b.     At least an annual educational and training component for  
49                  employees which addresses drugs; and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

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

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

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

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

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

**E. Comparable Procedures**

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

**CONFIDENTIAL  
SUBSTANCE ABUSE INVESTIGATION REPORT**

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

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

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

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

**REASONABLE SUSPICION FOR:** ALCOHOL  CONTROLLED SUBSTANCES

**APPEARANCE:**

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

Description:

**BEHAVIOR:**

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

Description:

**BODY ODORS:**

**OTHER OBSERVATIONS FOR REASONABLE SUSPICION:**

\_\_\_\_\_  
Designated Management Representative

\_\_\_\_\_  
Preparation Date/Time

\_\_\_\_\_  
Designated Management Representative

\_\_\_\_\_  
Preparation Date/Time



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

